CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **SEPTEMBER 30, 2020**

6:00 P.M.

I. AGENDA SCHEDULE

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

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

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. **Purchase Orders:**

<u>FIRE</u>

A1. H-M Company (installation of 16 turnout gear extractors including accessories) **$28,701.00**

A2. Pellerin Milnor Corp. (16 turnout gear extractors through 09-14-23) **154,925.92**

1. **(Cont'd):**

A3. **Stryker Medical** (One Life-Pak 15 monitor/defibrillator) – PO201106 **$27,776.68**
A4. **Stryker Medical** (six automated CPR Lucas three devices and accessories) – PO201107 **85,222.60**
A5. **Stryker Medical** (Power Pro cot and Power Load System) – PO201114 **43,479.35**
A6. **Stryker Medical** (Lifepak monitor/defibrillator and accessories) – PO201115 **32,380.70**
A7. **Stryker Medical** (Lucas three chest compression system and accessories) – PO201116 **14,995.00**

INFORMATION & TECHNOLOGY
B1. **Dell Marketing LP** (Microsoft licenses) – PO201103 **337,529.48**
B2. **Dell Marketing LP** (Dell PowerEdge M640 servers) – PO201105 **31,886.98**
B3. **Ohio State University** (VMware Horizon Licenses and professional services) **138,478.00**

POLICE
C1. **Santos & Santos, Ph.D., Inc.** (Stratified problem solving training as needed through 12-31-20) **27,500.00**

PROCUREMENT, MANAGEMENT & BUDGET
D1. **Dell Marketing LP** (work stations and accessories) **378,654.52**
D2. **Onespan North America, Inc.** (electronic signature software) **79,500.00**

PUBLIC WORKS
E1. **Meridian Rapid Defense Group LLC** (street barriers, trailer, hauler with installation and training services) **334,785.27**
E2. **Bladecutter's Lawn Service, Inc.** (clean out, mold abatement and asbestos surveying) **41,525.00**
E3. **Garland/DBS, Inc.** (roof repair and replacement including removal and installation services) **448,196.00**

WATER
F1. **Evoqua Water Technologies LLC** (replacement parts, supplies and materials for clarifiers) **20,000.00**
F2. **Baker Vehicle Systems, Inc.** (one Jacobsen brand wide area mower) **61,373.00**
F3. **Brehob Air Compressor** (maintenance services for air compressors and dryers as needed through 12-31-20) **25,000.00**

1. **(Cont'd):**

   F4. RL Parsons & Son Equipment Co., Inc. (one Bomford brand remote control slope mower) **$96,037.00**

   F5. Southeastern Equipment Company (one CASE brand backhoe) **110,264.49**

   F6. Weiffenbach Marble & Tile Company (carpet, LVT flooring including removal and installation services through 07-31-22) **13,038.00**

   -Depts. of Fire, Information & Technology, Police, Procurement, Management & Budget, Public Works and Water. **Total: $2,531,248.99**

2. **Sinclair Community College – Service Agreement –** to provide one Coordinator/Victim Advocate, one Victim Advocate and one student intern and/or volunteer to support the Prosecutor's Victim Witness Coordination Unit – Dept. of Law/Criminal. **$113,199.00**
   (Thru 09/30/21)

B. Construction Contracts:

3. **Double Jay Construction, Inc. – Award of Contract –** for Forest, Great Miami, and Riverview Intersection Improvements Re-Bid (10% MBE Participation Goal/18% MBE Participation Achieved) – Dept. of Public Works/Civil Engineering. **$125,000.00**
   (Thru 11/02/22)

4. **Security Fence Group, Inc. – Award of Contract –** for MGY Wildlife Fence Replacement (#MGY-2020001) 90% DBE Participation, 23% DBE Goal – Dept. of Aviation/AP Admin. & Finance. **$157,710.00**
   (Thru 02/01/22)

5. **Sunesis Construction Co. – Award of Contract –** for Successful Way Sanitary Lift Station Improvements (5% WBE Goal/5.02% WBE Achieved) – Dept. of Water/Water Engineering. **$1,036,080.66**
   (Thru 06/30/22)

6. **W.C. Jones Asphalt Paving Co., Inc. – Award of Contract –** for 2020 CDBG Alley Asphalt Resurfacing (10% HUD Section 3 Participation Goal/100% HUD Section 3 Participation Achieved) – Dept. of Public Works/Civil Engineering. **$149,634.75**
   (Thru 09/30/22)

D. Neighborhood Agreement:

7. **Battle Sight, LLC – Development Agreement –** to assist growth and relocation to 601 East Third Street – Dept. of Economic Development. **$100,000.00 (Thru 06/30/26)**

E. Other – Contributions, Etc.:

8. **St. Peters Partners LLC dba The Dayton Steam Plant – Other –** for Dayton CARES Act Small Business Capital Grant Agreement – Dept. of Planning & Community Development/Land Use Admin. **$15,000.00**

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

9. **No. 31843-20** Amending the City's Appropriations for the Year 2020, and Declaring an Emergency.

Emergency Resolutions – First and Second Reading:

10. **No. 6532-20** Implementing the Governmental Accounting Standards Board ("GASB") Statement No. 84, and Declaring an Emergency.

11. **No. 6533-20** Authorizing the City Manager to Apply for, Accept, and Enter Into a Water Pollution Control Loan Fund ("WPCLF") Loan Agreement on Behalf of the City of Dayton, Ohio for the Construction of the Total Phosphorus Treatment Facilities, and Designating a Dedicated Repayment Source for the Loan, and Declaring an Emergency.

12. **No. 6534-20** Authorizing the Necessary Tax Levies, Requesting the Advance Payment by Montgomery County, Ohio to the City of Dayton, Ohio of Tax Monies Collected for 2021, Certifying the Same to the County Auditor, and Declaring an Emergency.

Resolution – Second Reading:

13. **No. 6531-20** Authorizing the City Manager to Accept Federal Fiscal Years 2021 and 2022 Federal Aviation Administration Airport Improvement Project Grants from the United States Department of Transportation for Airport Improvement Projects at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00).

V. PLANNING ACTION

A. PUBLIC HEARING:

14. To rezone 1.43 +/- acres encompassing 633 West Grand Ave., 645 West Grand Ave., 634 North Ave., 702-704 North Ave., and 714 North Ave. to establish Planned Development-179 and allow for multi-family dwelling units with associated regulations. The Parcel Identification Numbers that comprise this case are: R72 06606 0037, R72 06606 0035, R72 06606 0019, R72 06606 0036, R72 06606 0016, R72 06606 0044, R72 06606 0018, R72 06606 0034, and R72 06606 0017 – Case No. PLN2020-00216.

VI. MISCELLANEOUS:

ORDINANCE NO. 31844-20

RESOLUTION NO. 6535-20

IMPROVEMENT RESOLUTION NO. 3598-20

INFORMAL RESOLUTION NO. 980-20

City Manager's Report

1.

From 2730 – PMB/Procurement

Date September 30, 2020

Expense Type Purchase Order

Total Amount $2,531,248.99

Supplier, Vendor, Company, Individual

Name See Below

Address See Below

2020 Purchase Orders

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See below	See below	See below

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

Description

FIRE

(A1) P0201119 – H-M COMPANY, CINCINNATI, OH

- Installation of sixteen (16) turnout gear extractors including accessories.
- These goods and services are required to remove contaminants from turnout gear as a result of the COVID-19 pandemic.
- H-M Company is the sole regional distributor/installer for Pellerin Milnor Corporation; therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety (Capital)	28133-6330-1434-71-CRF09	$28,701.00

Signatures/Approval

Melissa A. Wilson, CPPB
Division

for Melissa A. Wilson, CPPB
Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

FIRE (CONTINUED)

(A2) P0201120 – PELLERIN MILNOR CORP, KENNER, LA

- Sixteen (16) turnout gear extractors.
- These goods and are required to remove contaminants from turnout gear as a result of the COVID-19 pandemic.
- Rates are in accordance with the U.S. General Services Administration (GSA) Emergency Procurement Contract #47QSWA18D009F with pricing through 09/14/2023.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety (Capital)	28133-6330-1434-71-CRF09	$154,925.92

(A3) P0201106 – STRYKER MEDICAL, CHICAGO, IL

- One (1) Life-Pak 15 monitor/defibrillator.
- This good is required to equip a frontline medic using a Department of Justice Coronavirus Emergency Supplemental Funding (CESF) Program covering 100% of the purchase.
- Stryker Medical is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	28146-6340-1411-71	$27,776.68

(A4) P0201107 – STRYKER MEDICAL, CHICAGO, IL

- Six (6) automated CPR Lucas 3 devices and accessories.
- These goods are required to equip the medic units with lifesaving equipment and is being 100% funded by the Department of Justice Coronavirus Emergency Supplemental Funding (CESF) Program.
- Stryker Medical is recommended as the OEM; therefore, this purchase was negotiated.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	28146-6340-1411-71	$85,222.60

FIRE (CONTINUED)

(A5) P0201114 – STRYKER MEDICAL, CHICAGO, IL

- Power Pro cot and Power Load System.
- These goods are required to upfit the approved CARES ambulance with lifesaving equipment as a result of the COVID-19 pandemic.
- Stryker Medical is recommended as the OEM; therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety (Capital)	28133-6330-1434-71-CRF10	$43,479.35

(A6) P0201115 – STRYKER MEDICAL, CHICAGO, IL

- Lifepak monitor/defibrillator and accessories.
- These goods are required to equip the approved CARES ambulance with lifesaving equipment as a result of the COVID-19 pandemic.
- Stryker Medical is recommended as the OEM; therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety (Capital)	28133-6330-1434-71-CRF10	$32,380.70

(A7) P0201116 – STRYKER MEDICAL, CHICAGO, IL

- Lucas 3 chest compression system and accessories.
- These goods are required to equip the approved CARES ambulance with lifesaving equipment as a result of the COVID-19 pandemic.
- Stryker Medical is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Public Safety (Capital)	28133-6330-1434-71-CRF10	$14,995.00

BACK

INFORMATION TECHNOLOGY

(B1) P0201103 – DELL MARKETING LP, ROUND ROCK, TX

- Microsoft licenses.
- These goods are required to build a secure remote access infrastructure to support work from home users during the COVID-19 pandemic.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is ensuant from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-5560-1383-65-CRF20	$295,114.48
2020	CARES Technology	28133-5560-1383-65-CRF18	$32,005.00
2020	CARES Technology	28133-5560-1383-65-CRF19	$10,410.00

(B2) P0201105 – DELL MARKETING LP, ROUND ROCK, TX

- Dell PowerEdge M640 servers.
- These goods are required to build a secure remote access infrastructure to support work from home users during the COVID-19 pandemic.
- The City has standardized on Dell computing equipment; therefore, this purchase was negotiated.
- One hundred percent (100%) of funding is ensuant from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-5560-1383-65-CRF20	$31,886.98

(B3) P0201104 – OHIO STATE UNIVERSITY, OARNET/OSU, COLUMBUS, OH

- VMware Horizon Licenses and professional services.
- These goods and services are required to build a secure remote access infrastructure to support work from home users during the COVID-19 pandemic.
- Rates are in accordance with the State of Ohio Tech Consortium Program for Computer Virtualization Solutions.
- One hundred percent (100%) of funding is ensuant from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Information Technology recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-5560-1383-65-CRF20	$138,478.00

BACK

POLICE

(C1) P0201109 – SANTOS & SANTOS, PhD, INC., PORT ST. LUCIE, FL

- Stratified problem solving training as needed through 12/31/2020.
- These services are required to provide an overall assessment of the Dayton Police Department's crime reduction policies and procedures, crime analysis products, and crime reduction efforts.
- Santos and Santos, PhD, Inc., is recommended based upon regional knowledge and proven past performance; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Training Counseling	16120-6210-1156-71	$27,500.00

PROCUREMENT, MANAGEMENT AND BUDGET - PROCUREMENT

(D1) P0201127 – DELL MARKETING LP, ROUND ROCK, TX

- Work stations and accessories.
- These goods are required to allow City staff to work from home as a result of the COVID-19 pandemic recommended operating guidelines.
- Rates are in accordance with the State of Ohio Term Schedule Contract #534109 and Index #STS033.
- One hundred percent (100%) of funding is ensuant from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Departments of Procurement, Management and Budget and Information Technology recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-9980-1383-99-CRF21	$378,654.52

(D2) P0201083 – ONESPAN NORTH AMERICA, INC., CHICAGO, IL

- Electronic signature software.
- These goods and services are required to reduce both person-to-person and paper handling contact and to improve workflow and approval for City staff working remotely as a result of the COVID-19 pandemic recommended operating guidelines.
- Rates are in accordance with the State of Ohio Master Cloud Service Agreement (MCSA) MCSA0068.
- One hundred percent (100%) of funding is ensuant from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Departments of Procurement, Management and Budget and Information Technology recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Technology	28133-9980-1383-99-CRF15	$79,500.00

PUBLIC WORKS – CIVIL ENGINEERING

(E1) P0201118 – MERIDIAN RAPID DEFENSE GROUP LLC, PASADENA, CA

- Street barriers, trailer, hauler with installation and training services.
- This equipment is required for security of areas during events held within the City limits.
- Rates are in accordance with the General Services Administration (GSA) Schedule 84 Contract #47QSWA19D001F.
- One hundred percent (100%) of funding is ensuant from the Coronavirus Aid, Relief and Economic Security Act (CARES Act).
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	CARES Community Assistance	28133-6450-1385-54-CRF43	$334,785.27

PUBLIC WORKS – PROPERTY MANAGEMENT

(E2) P0201124 – BLADECUTTER'S LAWN SERVICE, INC., HARRISON TOWNSHIP, OH

- Clean out, mold abatement and asbestos surveying.
- These services are required to clean out a building located on Germantown Street.
- Three (3) possible vendors were solicited and three (3) responses were received.
- The Department of Public Works recommends acceptance of the low response.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Improvements other than Buildings	40003-6480-1423-54	$41,525.00

(E3) P0201123 – GARLAND/DBS, INC., CLEVELAND, OH

- Roof repair and replacement including removal and installation services.
- These goods and services are required to replace roofing at the Safety Building.
- Rates are in accordance with the public, cooperative bid established with the US Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) Contract #PW1925.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Building Improvements	49013-6480-1425-54	$395,000.00
2020	Building Improvements	40003-6480-1425-54	$53,196.00

BACK

WATER – WATER RECLAMATION

(F1) P0201126 – EVOQUA WATER TECHNOLOGIES LLC, WAUKESHA, WI

- Replacement parts, supplies and materials for clarifiers.
- These goods are required to upkeep and repair the eight final clarifiers.
- Evoqua Water Technologies LLC is the OEM; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

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

WATER – WATER SUPPLY AND TREATMENT

(F2) P0201113 – BAKER VEHICLE SYSTEMS, INC., MACEDONIA, OH

- One (1) Jacobsen brand wide area mower.
- This equipment is required to support the daily operations of the Division and will replace Unit #2937 which will be disposed of in the best interest of the City.
- Rates are in accordance with the Sourcewell Contract #062117-JCS.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	53000-3430-1412-54	$61,373.00

(F3) P0201121 – BREHOB AIR COMPRESSOR, WEST CHESTER, OH

- Maintenance services for air compressors and dryers as needed through 12/31/2020.
- These services are required to maintain air compressors and dryers used at the Division of Water Supply and Treatment facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 18017D with firm pricing through 12/31/2020.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Equipment Maintenance	53000-3430-1167-54	$25,000.00

(F4) P0201112 – RL PARSONS & SON EQUIPMENT CO. INC., WEST JEFFERSON, OH

- One (1) Bomford brand remote control slope mower.
- This equipment is required to support the daily operations of the Division and will replace Unit #2129 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio Term Schedule Contract #800603 and Index #STS515.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Furniture, Fixtures & Equip Assets	53000-3430-1411-54	$96,037.00

WATER – WATER SUPPLY AND TREATMENT (CONTINUED)

(F5) P0201125 – SOUTHEASTERN EQUIPMENT COMPANY, MONROE, OH

- One (1) CASE brand backhoe.
- This equipment is required to support the daily operations of the Division and will replace Unit #2100 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio Term Schedule Contract #800585 and Index #STS515.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Motorized Equipment	53000-3430-1412-54	$110,264.49

WATER – WATER UTILITY FIELD OPERATIONS

(F6) P0201122 – WEIFFENBACH MARBLE & TILE COMPANY, CLAYTON, OH

- Carpet, LVT flooring including removal and installation services.
- These goods and services are required to replace flooring that was damaged due to the Keowee Street water main break.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 19019N with pricing through 7/31/2022.
- Pursuant to section 86 of the City of Dayton Charter, the Director of Water has declared an emergency, the necessary funds have been encumbered and the suppliers have been notified to proceed.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020	Other Professional Services	58000-3445-1159-54	$13,038.00

The aforementioned departments recommend approval of this order.

BACK

City Manager's Report

2.

From 5210 - Law/Criminal

Date September 30, 2020

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount $113,199.00 (thru 9-30-2021)

Name Sinclair Community College

Address 444 West Third Street
Dayton OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Prosecutor's Victim Witness	28273-5210-1159-74	$113,199.00

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

Description

SERVICE AGREEMENT

Authorization is requested to enter into a contract with Sinclair Community College to provide one (1) full time Coordinator/Victim Advocate, one (1) part-time Victim Advocate and at least one (1) student intern and/or volunteer to perform services to support the City Prosecutor's Victim Witness Coordination Unit.

Advocates in the Victim Services Unit assist victims of crime throughout the stages of the criminal justice system by: providing an understanding of the criminal justice process; court accompaniment to hearings; assistance in speaking or communicating with prosecutors; crime victim compensation information; personal advocacy; emotional support; safety planning; referrals to social service agencies and informing victims of rights under the Ohio Victims' Rights Law and Marsy's Law.

Sinclair Community College has provided these services since the beginning of the program in 1997. This contract will continue these vital services through September 30, 2021.

Funds for this program are provided through a grant from the Ohio Attorney General's Office and Court costs assessed from Dayton Municipal Court. No general funds are used.

A Certificate of Funds is attached

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019

CERTIFICATE OF FUNDS

CT20-1905

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

____ New Contract X Renewal Contract ____ Change Orders

Contract Start Date	10/01/20
Expiration Date	09/30/21
Original Commission Approval	$113,199.00
Initial Encumbrance	$113,199.00
Remaining Commission Approval	

Original CT/CF	CT19-1905
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	

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: $113,199.00 Fund Code 28273 - 5210 - 1159 - 74 - ___ - ___ Fund Org Acct Prog Act Loc	Amount: Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX Fund Org Acct Prog Act Loc
Amount: Fund Code ___ - ___ - ___ - ___ - ___ - ___ 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: Sinclair Community College

Vendor Address: 444 West Third Street Dayton 45402
Street City State Zipcode + 4

Federal ID: 31-0723444

Commodity Code: 91893

Purpose: Contract to provide victim assistance services in the City of Dayton Prosecutor's Office.

This is a continuation of services that have been provided by Sinclair Community College since 1997. Commission approval is required.

Contact Person: Regina D. Blackshear Law - Civil (Department/Division) 9/14/2020 (Date)

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 appropirated 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.

[signature] 9/21/2020
Finance Director Signature Date

[signature] 9/21/2020 CT20-1905
CF Prepared by Date CF/CT Number

9-21-2020

COPY

AGREEMENT FOR VICTIM/WITNESS COORDINATION UNIT

THIS AGREEMENT FOR VICTIM/WITNESS COORDINATION UNIT SERVICES ("Agreement") is entered into this ____ day of _____, 2020 between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (hereinafter called "City") and Sinclair College, a political subdivision, established pursuant to Ohio Revised Code 3354 to serve as a Community College (hereinafter called "Sinclair").

WITNESSETH THAT:

WHEREAS, pursuant to a Victims of Crime Act ("VOCA") grant award by the State of Ohio Attorney General's Office, the City's Department of Law, Criminal Division, (hereinafter referred to as the "City Prosecutor's Office") maintains a Victim/Witness Coordination Unit, the purposes of which include supporting, preparing, and assisting victims and witnesses during criminal proceedings;

WHEREAS, the City desires to engage victim/witness coordination advocates to assist with the Victim/Witness Coordination Unit; and

WHEREAS, Sinclair represented to the City that it can provide qualified advocates and student interns and/ or volunteers to perform certain services for the Victim/Witness Coordination Unit.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows.

ARTICLE 1. TERM AND TERMINATION

This Agreement shall commence on October 1, 2020, and shall expire on September 30, 2021, unless extended by mutual written agreement or earlier terminated as provided herein.

Either party shall have the right, upon thirty (30) days prior written notice to the other party, to terminate this Agreement. In the event of such termination, Sinclair shall be entitled to receive all sums due for the services performed under this Agreement up to the effective date of termination.

ARTICLE 2. SCOPE OF SERVICES

Sinclair shall provide one (1) full-time coordinator/victim advocate, one (1) part-time victim advocate ("advocates") and at least one (1) student intern and/or volunteer to perform the services specified hereinafter for the City's Victim/Witness Coordination Unit. The advocates will provide the following services for the City Prosecutor's Office and, in particular, for its Victim/Witness Coordination Unit:

1. Assist victims throughout the stages of the criminal justice process and inform victims of rights under the Ohio Victim Rights Law and Marsy's Law, give information on Victims of Crime Compensation, and Victim Information and Notification Everyday (VINE);
2. Interview victims/witnesses and make appropriate referrals for support and assistance, including referrals to outside community resources;
3. Provide court accompaniment for court hearings, keep victims informed of all court proceedings, and assist in trial preparation for victim/witnesses;
4. Provide emotional support and crisis intervention;
5. Other tasks as assigned by the City Prosecutor's Office, which is consistent with the City's VOCA application and resulting grant award from the Ohio Attorney General's Office.

The advocates and student intern and/or volunteer will attend, without pay, up to twelve (12) hours of orientation prior to providing any of the services required hereunder. All services to be provided by the advocates and intern and/or volunteer shall be performed under the supervision of the Chief Prosecutor in the City Prosecutor's Office.

ARTICLE 3. COST

Total remuneration in this Agreement shall not exceed the sum of One Hundred Thirteen Thousand One Hundred Ninety-Nine Dollars and Zero Cents ($113,199.00) for all services provided under this Agreement, as reflected in the itemized line-item Budget attached and incorporated herein as Exhibit A.

Cost of travel and attendance at conferences, workshops, institutes and/or symposia for advocates and student interns and/or volunteers providing the services required hereunder shall be reimbursed out of the funds provided hereunder in accordance with the line-item amount specified in Exhibit A. Equipment purchases are not permitted under this Agreement.

Sinclair shall submit a monthly invoice to the City for payment. Such invoices shall state the total amount requested and shall contain such supporting documentation and information as the City may request. The City will inspect the invoice for accuracy before payment. Unless disputed, the City will tender payment of all invoices within thirty (30) days from receipt of the invoice. Promptly upon expiration or termination of this Agreement, Sinclair shall complete and forward all final invoices to the City for payment.

ARTICLE 4. PROJECT DIRECTOR

Sinclair shall designate a project director who shall supervise Sinclair's advocates designated to perform the services hereunder. The advocates shall supervise the student interns and/ or volunteers in conjunction with the Chief Prosecutor. The Project Director shall also be responsible for preparing and providing the City with written project reports, at such times requested by the City and having such form and content as the City may require.

It is agreed that Jenna Beck shall serve as the Project Director. If during the term of this Agreement Jenna Beck cannot perform the functions of the Project Director, Sinclair shall

promptly notify the City Prosecutor's Office, in writing, and identify an interim Project Director, having similar qualifications and experience, until a suitable and mutually agreed replacement is identified.

ARTICLE 5. AGREEMENT TYPE

This is a "Cost Reimbursement Agreement," which means that payment to Sinclair shall not exceed the maximum amount of remuneration set forth in Article 3.

ARTICLE 6. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Sinclair shall provide immediate notice to the City in the event Sinclair is suspended, debarred, or declared ineligible to receive grant (or other public) funding by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Agreement.

ARTICLE 7. LIABILITY

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees, and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

ARTICLE 8. RECORDS

Sinclair shall maintain a financial management system to record all costs and expenditures associated with this Agreement. All records related to expenditures related to this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation to insure accurate, current, and complete disclosure of financial transactions under this Agreement. Records related to the activities and services provided hereunder shall contain such content and detail so that the records can be evaluated for effectiveness and to satisfy all reporting requirements for the VOCA grant. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to the City and Ohio Attorney General's Office, and their respective designees.

Sinclair shall retain all records pertinent to expenditures incurred under this Agreement and related financial records for a period of three (3) years after the termination or expiration of this Agreement, whichever is later. Notwithstanding, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records pertaining to this Agreement, which commences prior to the expiration of the three year period, then Sinclair shall retain such records until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

ARTICLE 9. GENERAL PROVISIONS

A. Amendment or Modification

The City or Sinclair may request an amendment or modification to this Agreement. However, such amendment or modification shall not be effective unless it is reduced to writing, which shall make specific reference to this Agreement, and executed by a duly authorized representative of the City and Sinclair and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

B. Entire Agreement/Integration

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

C. Waiver

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

D. Non-Discrimination

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

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

E. Meetings and Evaluation

Sinclair and its Project Director, advocates and student interns and/or volunteers shall meet with the City, the City Prosecutor's Office, or their designees, at such times designated by the City to review and discuss performance of this agreement and/or the services. Sinclair agrees to cooperate with the City in all respects concerning the review and monitoring of performance under this Agreement.

F. Notice/Communications

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

To City: City of Dayton, Ohio
City of Dayton Prosecutor's Office
335 West Third Street, Room 390
Dayton, OH 45402
Attn: Stephanie L. Cook, Chief Prosecutor

To Sinclair: Sinclair College
444 West Third Street
Dayton, OH 45402-1460
Attn: Steve Bright, Grants Management Coordinator
Office of Grants Development

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

G. Assignment

This Agreement is not assignable, and shall not be assigned by Sinclair, without the prior written consent of the City. Further, Sinclair agrees to obtain the City's written approval before subcontracting this Agreement or any substantial portion thereof.

H. Independent Contractor

The parties hereby agree that at all times, the advocates, student interns and/or volunteers and any other persons retained or provided by Sinclair to perform the services required hereunder shall be independent contractors. Sinclair agrees that all persons retained or hired to perform the duties, responsibilities, and services required under this Agreement are not City employees and not entitled to, nor will make any claim to, any of the emoluments of City employment, including insurance, workers' compensation, and/or retirement benefits. Further, Sinclair shall be responsible to withhold and pay, or cause the persons retained to provide the services required hereunder to withhold and pay, all applicable local, state, and federal taxes. If requested by the City, Sinclair agrees to furnish the City with evidence of workers compensation coverage of its employees, who provide any services under this Agreement.

I. Confidentiality

Sinclair and its employees, contractors and/or agents, including the victim/witness advocates and student interns and/or volunteers, shall maintain the confidentiality and integrity of all records,

all interviews/discussions with victims and/or witnesses and other matters of the City Prosecutor's Office and shall not disclose the contents of same to unauthorized persons.

J. Governing Law

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

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

WITNESSED BY:

SINCLAIR COMMUNITY COLLEGE

By:
Its: President and CEO

WITNESSED BY:

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS

City Attorney

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

_____, 2020

Min. / Bk. _____ Pg. _____

EXHIBIT A BUDGET

Salaries and Wages	
Victim Advocates	$85,629
Project Director (up to 5 credit hours of reassigned time X $952 per credit hour)	$4,880
Total Salaries and Wages	$90,509
Fringes	
Advocates	$19,936
Project Director	$754
Total Fringes	$20,690
Other	
Travel/Training	$2,000
Proposed Budget	$113,199

BACK

City Manager's Report

3

From 6450 – Public Works/Civil Engineering

Date September 30, 2020

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount $125,000.00 thru 11/2/2022

Name Double Jay Construction, Inc.

Address 25 Harrisburg Drive
Englewood OH 45322

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Forest Avenue and Riverview Avenue Improvements	42107-6450-1424-54	$125,000.00

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

Description

FOREST, GREAT MIAMI, AND RIVERVIEW INTERSECTION IMPROVEMENTS RE-BID (10% MBE PARTICIPATION GOAL/ 18% MBE PARTICIPATION ACHIEVED)

This project removes the right turn lane from southbound Forest Avenue to Southwest bound W. Riverview Avenue.

Four bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Double Jay Construction, Inc., in the amount of $125,000.00. This amount includes the base bid in the amount of $117,700.00, and Alternate No. 1, Contingency Allowance, in the amount of $7,300.00. The estimated cost for the project was $125,000.00. The time bid for completion is November 2, 2020.

This project is being funded using General Capital Funds.

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

CERTIFICATE OF FUNDS CT20-2638

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X NEW CONTRACT ____ RENEWAL CONTRACT ____ CHANGE ORDER

Contract Start Date	Upon Execution
Expiration Date	November 2, 2022
Original Commission Approval	$ 125,000.00
Initial Encumbrance	$ 125,000.00
Remaining Commission Approval	
Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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: $ 125,000.00

Fund Code 42107 (Fund) 6450 (Org) - 1424 (Acct) - 54 (Prog) - ____ (Act) - ____ (Loc)

Amount: ____

Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)

Amount: ____

Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)

Amount: ____

Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Double Jay Construction, Inc. 937.832.3123

Vendor Address: 25 Harrisburg Drive (Street) Englewood (City) OH (State) 45322 (Zipcode + 4)

Federal ID: 34-1184875

Commodity Code: 96896

Purpose: Forest, Great Miaimi, and Riverview Intersection Improvement Re-Bid (10% MBE Participation Goal)

Contact Person: Frederick Stovall, Director — Public Works-Civil Eng. (Department/Division) — 937-333-4071 (Phone Number)

Originating Department Director's Signature: F M Stovall — 9-17-2020 (Date)

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.

C L Lyon — 9-21-2020

Finance Director Signature — Date

Tonia Williams — 9/18/2020 — CT20-2638

CF Prepared by — Date — CF/CT Number

SA 09/17/2020

Forest, Great Miami, Riverview Intersections Improvements REBID (#7201599)
Owner: Dayton OH, City of
Solicitor: Dayton OH, City of
08/06/2020 12:00 PM EDT

	Engineer Estima	Double Jay Construct	Performance Site Devel	L.J. DeWeese Co.	Belgray, Inc.
Base Bid	$125,000.00	$117,700.00	$128,283.80	$135,145.00	$169,326.00
Alternate No. 1 Contingency	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
Alternate No. 2 Sidewalk Removed and Replaced	$26,400.00	$25,440.00	$37,200.00	$17,400.00	$33,600.00

MEMORANDUM | DAYTON

August 25, 2020

TO: David M. Burns, Senior Engineer I
Bureau of Traffic Engineering
Public Works

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

SUBJECT: **Forest, Great Miami, Riverview Intersections Improvements Rebid (10% MBE Participation Goal)**

The apparent low bidder, Double Jay Construction Inc., submitted a bid utilizing two (2), PEP-certified contractors to meet the project's participation goal. The HRC's contract compliance analysis has verified that Double Jay Construction Inc., is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

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

PRIME CONTRACTOR	AMOUNT OF BASE BID	
Double Jay Construction Inc	**$117,700.00**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
W.C. Jones Asphalt Paving	**$10,325. 00**	**8.77% MBE**
Tallview Palladium	**$10,864.00**	**9.23% MBE**
TOTAL COMMITTED PARTICIPATION		**18% MBE**

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

CAG

PEP-CERTIFIED MBE (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

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

Address: 25 Harrisburg Dr

City: Englewood State: OH ZIP: 45322

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

Primes Base Bid $ 117,700.00

Name of Project: Forest, Great Miami, & Riverview Intersection Improvements REBID

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones Asphalt Paving

PEP-Certified Firm's Tax ID#: 31-0955590

Scope of Work to Be Performed by Certified Firm: Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 10,325.00	% 8.77	$ 10,325.00
Materials	$ 5678.75	% 4.82	$ 5678.75
Labor	$ 4646.25	% 3.95	$ 4646.25

SECTION 3: AFFIRMATIONS

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

Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:35:29 -04'00'

(Signature of Bidder/Proposer's Authorized Agent)

Ron Blair

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

President 08/06/20

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

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

PEP-CERTIFIED MBE (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

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

Address: 25 Harrisburg Dr

City: Englewood State: OH ZIP: 45322

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

Primes Base Bid $ 117,700.00

Name of Project: Forest, Great Miami, & Riverview Intersection Improvements REBID

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Talliview Palladium

PEP-Certified Firm's Tax ID#: 31-1674989

Scope of Work to Be Performed by Certified Firm: Demo

	Total Dollar Amount Towards Goal	**Percentage Towards Goal**	**Amount to Be Paid to This PEP Firm for the Work Described:**
Total Bid	$ 10,864.00	% 9.23%	$ 10,864.00
Materials	$ -	% -	$ -
Labor	$ 10,864.00	% 9.23%	$ 10,864.00

SECTION 3: AFFIRMATIONS

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

Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:34:09 -04'00'

(Signature of Bidder/Proposer's Authorized Agent)

Ron Blair

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

President 08/06/20

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

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

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

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

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

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

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

% SBE	18.00 % MBE	% WBE	% DLSB

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

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

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

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

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

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

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

Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:38:48 -04'00'

(Signature of Bidder/Offeror's Authorized Agent)

Double Jay Construction Inc

(Name of Bidder/Proposer's Firm)

Ron Blair

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

President

(Title of Bidder/Offeror's Authorized Agent)

08/06/2020

(Date)

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Forest, Great Miami, and Riverview
Intersection Improvements REBID
(10% MBE Participation Goal)

Bidder Double Jay Construction Inc
25 Harrisburg Drive
Englewood, OH 45322
Ph/Fax (937)832-3123/832-2596

Forest, Great Miami, Riverview Intersections Improvements REBID (#7201599)							
Owner: Dayton OH, City of							
Solicitor: Dayton OH, City of							
08/06/2020 12:00 PM EDT							
						Double Jay Construction Inc	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Base Bid							**$117,700.00**
	1	202	Pavement Removed (Asphalt on Concrete)	SY	292	$25.10	$7,329.20
	2	202	Curb Removed	LF	120	$13.90	$1,668.00
	3	202	Concrete Island Removed, Includes Curbs	SY	195	$13.90	$2,710.50
	4	202	Sidewalk/ Curb Ramp Removed	SF	110	$13.50	$1,485.00
	5	202	Existing Pull Box Removed	EACH	1	$281.25	$281.25
	6	202	Strain Pole Foundation Removed	EACH	1	$466.90	$466.90
	7	203	Embankment	CY	175	$21.35	$3,736.25
	8	304	Aggregate Base	CY	100	$55.25	$5,525.00
	9	305	Concrete Base	SY	80	$58.75	$4,700.00
	10	ODOT 441	Ashpalt Concrete, 3" (2 Lifts 1.5" Each)	Ton	55	$208.15	$11,448.25
	11	407	Tack Coat 0.1 Gal Per SY	Gal	10	$16.90	$169.00
	12	608	Concrete Walk, 4"	S.F.	500	$6.20	$3,100.00
	13	608	Concrete Curb Ramp, 7" (Includes Detectable Warning)	S.F.	110	$15.45	$1,699.50
	14	609	Barrier Curb	L.F.	225	$26.00	$5,850.00
	15	614	Maintaining Traffic	EACH	1	$14,254.10	$14,254.10
	16	623	Construction Layout & Stakes	EACH	1	$2,700.00	$2,700.00
	17	625	Pullbox, 725.08, 18"	EACH	1	$1,406.25	$1,406.25
	18	625	Trench	LF	15	$16.90	$253.50
	19	625	3" PVC Conduit Concrete Encased	LF	15	$47.10	$706.50
	20	625	Wood Pole, Temporary, 30'	EACH	1	$2,812.50	$2,812.50
	21	625	Down Guy, Temporary, As Per Plan	EACH	2	$1,406.25	$2,812.50
	22	632	Strain Pole Foundation, City Type IV	EACH	1	$6,468.75	$6,468.75
	23	632	Detector Loops	EACH	2	$2,531.25	$5,062.50

Forest, Great Miami, Riverview Intersections Improvements REBID (#7201599)							
Owner: Dayton OH, City of							
Solicitor: Dayton OH, City of							
08/06/2020 12:00 PM EDT							
						Double Jay Construction Inc	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	24	632	Detector Loop Tie-Ins	EACH	2	$253.15	$506.30
	25	644	Stop Line, (24"), White	L.F.	24	$17.00	$408.00
	26	644	Crosswalk (6"), White	L.F.	98	$14.60	$1,430.80
	27	644	Removal of Pavement Markings	L.F.	130	$13.20	$1,716.00
	28	653	Topsoil Furnished and Placed, (6")	C.Y.	100	$49.40	$4,940.00
	29	659	Hydroseeding	S.Y.	115	$6.10	$701.50
	30	810	Excavation and backfill for 12" Pipe	L.F.	112	$53.70	$6,014.40
	31	821	Reinforced Concrete Pipe 12" Storm	L.F.	112	$19.90	$2,228.80
	32	830	Storm Manhole, City of Dayton Type A	Each	1	$5,742.80	$5,742.80
	33	831	Catch Basin, ODOT Type 3	EACH	1	$3,306.85	$3,306.85
	34	831	Catch Basin, City of Dayton Type E	EACH	1	$3,066.10	$3,066.10
	35	836	Catch Basin Adjusted to Grade, As Per Plan	EACH	1	$373.50	$373.50
	36	836	Manhole Adjusted to Grade	EACH	1	$373.50	$373.50
	37	836	Water Meter Adjusted to Grade	EACH	1	$246.00	$246.00
Alternate No. 1 Contingency							**$20,000.00**
	38	SPL	Contingency Allowance ($20,000)	LS	1	$20,000.00	$20,000.00
Alternate No. 2 Sidewalk Removed and Replaced							**$25,440.00**
	39	202	Sidewalk Removed	Sq Ft	2400	$4.00	$9,600.00
	40	608	Concrete Walk	Sq Ft	2400	$6.60	$15,840.00
Base Bid Total:							**$117,700.00**

SURETY 2000
INSURANCE DOCUMENT MANAGER
Insurance Document Management System 3.0

Bond Number: SOH20463589

Contractor Information

Principal: Double Jay Construction Inc.
Address: 25 Harrisburg Drive Englewood Ohio 45356 United States

Owner/Obligee Information

Bond Form: Bid Bond in accordance with Contract Specifications
Owner/Obligee: City of Dayton
Address: 101 W Third St Dayton Ohio 45402 United States

Bond Information

Surety: Ohio Farmers Insurance Company
Bid Date: 8/5/2020
Estimated Contract Price: 175,000
Time For Completion:
Liquidated Damages:
Estimated Work On Hand:
Amount of Bid Security: Ten Percent of Total Amount Bid (10%)
Contract # or IFB #: 7201599
Description of Job: Forest, Great Miami & Riverview Intersection Improvements
Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 10
Bid Security Maximum:
Owner Assigned Contractor Number:6614873

Primary Agency:

Marsh & McLennan Agency LLC
Power of Attorney Limited to: unlimited
Executed
Entered By: Nicholas J. Bertke - 7/30/2020 8:35:57 AM ET
Approved & Executed By:

Nicholas J. Bertke

Nicholas J. Bertke (Signed: 30-Jul-2020 08:36 AM EDT (UTC-04:00))
Signature Information

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

© S2000, Inc.

Document ID: S2000-1001060499

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

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance

Issued 06/28/2019

Effective 07/01/2019

Expires 06/30/2020

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable 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 in its annual statement to this Department as of December 31,2018 that it has admitted assets in the amount of $3,019,493,490, liabilities in the amount of $742,094,695, and surplus of at least $2,277,398,795.

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

Jillian Froment,Director

Financial Statement

December 31, 2019

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/19
(in thousands)

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

State of Ohio
ss:
County of Medina

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

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

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

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

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Double Jay Construction Inc

State of Incorporation OHIO

Name and Title of
Officers with Authority
to Sign Contract Ron Blair, President Randy Blair, VP

Lee Overturf, Asst VP Kelly Long, Asst VP

Home Office Address 25 Harrisburg Dr Englewood, OH 45322

Local Address 25 Harrisburg Dr Englewood, OH 45322

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

E-mail ron@doublejayinc.com

Federal I.D.# 34-1184875

Dated this 6 day of July , 2020

Bidder: Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:23:30 -04'00'

(Person, Firm, or Corporation)

By: Double Jay Construction By Ron Blair

Title: President

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

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

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

Check All That Apply:

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

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

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

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

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

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

By: Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:24:50 -04'00'
(signature)

Title: President

Date: 8/6/2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

Health Insurance

Life Insurance

Pension

Vacation

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

None

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

Bansal Construction

Tall View Palladium

W.C. Jones

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

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.

None

DOUBLE JAY CONSTRUCTION, INC.

BID REQUEST

WE REQUEST A BID FROM YOU FOR THE FOLLOWING:

PROJECT: Forest Avenue, Great Miami Boulevard, West Riverview Avenue Intersection Improvements Rebid

OWNER: City of Dayton

BID DATE: 8-6-2020

TIME: 12:00

TAX EXEMPT: Yes

PRE WAGE: Yes

ESTIMATOR: Jacob Sowers

WILL YOU BE BIDDING ? YES NO

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

COMPANY NAME_____

Jacob Sowers

From: Jacob Sowers
Sent: Wednesday, July 29, 2020 4:11 PM
To: 'Ben Poeppelman'; 'Brandon Adams (Brandon.adams@barrettpaving.com)'; 'Dave Groth (dave.groth@jrjnet.com)'; 'Fred Poeppelman'; 'Rick Campbell (rick.campbell@martinmarietta.com)'; 'Bill Wohlford'; 'Butler Asphalt'; 'Chad Moos (chad@fpi-roads.com)'; 'Danielle Ermis'; 'Hutch Rogge'; 'Joe Steager (info@heibergerpaving.com)'; 'John Norton (John.Norton@BarrettPaving.com)'; 'Nick Brooks'; 'Pete Flora (pete.flora@jrjnet.com)'; 'Sean Poynter (sean.poynter@jrjnet.com)'; Shaffer, Andy; 'Steve Overholser'; 'Steve Puterbaugh (puterbaugh@woh.rr.com)'; 'Tom Oakley (oakleyblacktop@aol.com)'; 'Tony Koehl (VBSI@sbcglobal.net)'; 'Andy Maurer'; 'Dennis Goecke (dgoecke@ernstconcrete.com)'; 'Dick Hoying (dhoying@piquaconcrete.com)'; 'Doug Ernst (dougernst@hotmail.com)'; 'Paul Reise'; 'A.E. Associates & Co.'; 'Acorn Construction'; 'Advanced Structural'; 'Aero Mechanical System'; 'Allen Painting & Decorating'; 'All-n-All Landscaping Inc.'; 'American Native Industries'; 'Armstrong Electrical'; 'Aztec Electric, Inc.'; 'B&C Nationwide, LLC'; 'Bansal Construction, Inc.'; 'Big L Trucking & Excavating'; 'Branchs LL'; 'BT King, Inc.'; 'Caver Brothers, Inc.'; 'CD & CD Painting'; 'Clarkes Enterprise'; 'D & E Construction Solutions, LLC'; 'D Thompson General Contracting, LLC'; 'D.C. Heating Cooling, and Plumbing'; 'D.L. Plumbing and Mechanical'; 'Dale Taylor'; 'Eric W (luvrufus34@yahoo.com)'; 'EWOL Trucking and Construction'; 'Ferguson Concrete Plus, LLC'; 'Gooder Masonry'; 'Green Star Trucking'; 'Ideal Electrical Services, Inc'; 'Independent Trucking'; 'J. Enterprises Construction'; 'Jacobs Service & Installment Co.'; 'Ken Block (kblock@woh.rr.com)'; 'Kes Harris Trucking, LLC'; 'Lee's Heating & Cooling, Inc.'; 'Maurice Construction Services, LLC'; 'Rice Electric Co., Inc.'; 'Rod-Techs, Inc.'; 'Tall View Palladium'; 'Urban Economy'; 'W.C Jones Asphalt Paving'; 'Dan Wackerman (danw@SFENCE.COM)'; 'Garber Electric'; 'Jason Schafer (jasons@active-electric.com)'; 'Jim Geaslen (jeffbonhamelectric2000 @yahoo.com)'; 'Jordan Hess (jordan@sitexinc.net)'; 'Josh Clements (jclements@esielectrical.com)'; 'Mark Blankenship (Mark.Blankenship@wagner-ind.com)'; 'Nick Nabor (nnaber@cincyelectricalsolutions.com)'; 'Rick O'Cull (rick@careyelectric.com)'; 'Rick Reese (reeseelectric@embarqmail.com)'; 'Steve Burtis (steve.burtis@chapel.com)'; 'Todd Weigandt (tweigandt@areaelectric.com)'; 'Bill Adkin (oldvick@aol.com)'; 'Countryside Gardens'; 'Jazmen Bramos (JBramos@A-1TreeOhio.com)'; JR Harlow; 'Oberson's'; 'rcrawford@biosourcelandscaping.com'; 'Steve Combs (lscombs11@aol.com)'; 'Sue Kakatolis (landscaping@brownsnursery.com)'; 'Tom Blanton (BlantonLandscaping@hotmail.com)'; 'Tom Shields'; 'Victor Schroeder (vic@egpros.com)'; 'David Tilley (david.tilley@ferguson.com)'; 'Jason Martintoni (jmartintoni@usameters.com)'; Jeff Huelskamp - Core and Main (Jeff.Huelskamp@coreandmain.com); 'Kathy Iron (Kathy.Iron@ejprescott.com)'; 'Steve Griffith'; 'Baker, Harold L (Sidney) USA'; cmorris@encoreprecastllc.com; 'Linetta Haywood (linetta.haywood@neenahenterprises.com)'; 'Norwalk Concrete Industries (NCI) (info@nciprecast.com)'; 'Scott Workman'; Chris Ledford (Christopher.Ledford@rinkerpipe.com); Aaron Mendenhall (airtechconcrete@yahoo.com); 'Dale Hopkins'; 'Don Donaldson (don.d@aeromark.us)'; 'Jack Griffin (JackGriffin@griffinps.com)'; 'NormO@aasafetyinc.com'; 'Matthew Heis (mheis@winemillerengineering.com)'; 'Steve Brumbaugh (steve@bes-engineer.com)'; 'Tom Marsh (mcdougallmarsh@woh.rr.com)'; 'Christopher Roche'; 'john.hoffman@capitalelectric.com'; 'Tracy Powell'; 'Charles Crawford'; 'Linda S. Murphy (jlmtrk@aol.com)'; 'Patti Gostomsky (plgostomsky@gmail.com)'; 'Wood Fundi Trucking (woodfundi@hotmail.com)'

Cc:	Lee Overturf; Randy Blair; Ron Blair
Subject:	Forest, Great Miami, and Riverview Intersection Improvements
Attachments:	BID REQUEST - Forest, Great Miami, and Riverview Intersection Improvements 8-6-20.doc; 20200729160028457.pdf

Good afternoon,

I am reaching out in regards to the Forest, Great Miami, and Riverview Intersection Improvements which goes out to bid on Thursday August 6th at noon. Please see attached plans and bid request form. Please fill out the bid request form and return whether you will be bidding or not. Also there is a 10% MBE requirement so when submitting pricing please notify your status if it applies. If you have any questions or need any additional information feel free to reach out.

Thanks

Jacob Sowers
Double Jay Construction
25 Harrisburg Drive
Englewood, OH 45322

OFFICE: (937) 832-3123
CELL: (937) 570-2466
EMAIL: mailto:jacob@doublejayinc.com

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

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

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

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

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

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

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

☐ Labor organization.

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

By: Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:26:38 -04'00'

Title: President

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
) SS:
COUNTY OF Montgomery)

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

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

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

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

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

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

Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:27:45 -04'00'
SIGNED
President
TITLE

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Forest, Great Miami, & Riverview Intersection Improvements REBID Dayton, OH

NAME LOCATION

During the performance of this contract:

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

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

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

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

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

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

CONTRACTOR'S CERTIFICATION

Double Jay Construction Inc (Contractor) certifies that:

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

LABORER
OPERATOR
TRUCK DRIVER
CONCRETE FINISHER
PIPE LAYER
ELECTRICIAN

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

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

SIGN: Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:30:26 -04'00'

(Signature of Authorized Representative of Bidder)

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

PEP-CERTIFIED MBE **(SELECT ONE) PARTICIPATION FORM**

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

SECTION 1: BIDDER / PROPOSER INFORMATION

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

Address: 25 Harrisburg Dr

City: Englewood State: OH ZIP: 45322

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

Primes Base Bid $ 117,700.00

Name of Project: Forest, Great Miami, & Riverview Intersection Improvements REBID

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: WC Jones Asphalt Paving

PEP-Certified Firm's Tax ID#: 31-0955590

Scope of Work to Be Performed by Certified Firm: Paving

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	$ 10,325.00	% 8.77	$ 10,325.00
Materials	$ 5678.75	% 4.82	$ 5678.75
Labor	$ 4646.25	% 3.95	$ 4646.25

SECTION 3: AFFIRMATIONS

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

Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:35:29 -04'00'

(Signature of Bidder/Proposer's Authorized Agent)

Ron Blair

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

President 08/06/20

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

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

PEP-CERTIFIED MBE (SELECT ONE) PARTICIPATION FORM

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

SECTION 1: BIDDER / PROPOSER INFORMATION

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

Address: 25 Harrisburg Dr

City: Englewood State: OH ZIP: 45322

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

Primes Base Bid $ 117,700.00

Name of Project: Forest, Great Miami, & Riverview Intersection Improvements REBID

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Talluiew Palladium

PEP-Certified Firm's Tax ID#: 31-1674989

Scope of Work to Be Performed by Certified Firm: Demo

	Total Dollar Amount Towards Goal	**Percentage Towards Goal**	**Amount to Be Paid to This PEP Firm for the Work Described:**
Total Bid	$ 10,864.00	% 9.23%	$ 10,864.00
Materials	$ -	% -	$ -
Labor	$ 10,864.00	% 9.23%	$ 10,864.00

SECTION 3: AFFIRMATIONS

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

Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:34:09 -04'00'

(Signature of Bidder/Proposer's Authorized Agent)

Ron Blair

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

President 08/06/20

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

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

PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

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

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

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

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

% SBE	18.00 % MBE	% WBE	% DLSB

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

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

☐ SBE ☐ MBE ☐ WBE ☐ DLSB

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

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

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

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

Ron Blair Digitally signed by Ron Blair Date: 2020.07.30 12:38:48 -04'00'

(Signature of Bidder/Offeror's Authorized Agent)

Double Jay Construction Inc

(Name of Bidder/Proposer's Firm)

Ron Blair

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

President

(Title of Bidder/Offeror's Authorized Agent)

08/06/2020

(Date)

Measure distance
Total area: 2,736.33 ft² (254.21 m²)
Total distance: 205.50 ft (62.64 m)

City Manager's Report

4.

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

Date **September 30, 2020**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **$157,710.00 thru 2/1/2022**

Name **Security Fence Group, Inc.**

Address **1500 Farr Drive**
Dayton, Ohio 45404

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Capital	51400-3210-1424-43	**$157,710.00**

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

Description

MGY WILDLIFE FENCE REPLACEMENT (#MGY-2020001)
90% DBE PARTICIPATION, 23% DBE GOAL

The Dayton Wright Brothers Airport Wildlife Fence Replacement project includes, but is not limited to, the removal and replacement of approximately 1,800 LF of the airport's existing perimeter fence with a new 12-foot fence, including posts, rails, three strands of barb wires, two-foot buried with gravel and related appurtenances.

Two (2) bids were received for this project. It is recommended that the project be awarded to the lowest bidder Security Fence Group, Inc. The total contract amount is $157,710.00, including a base bid of $132,710.00 and Add Alternate 1, the contingency of $25,000.00. The total time of completion is 60 days. The contract will be awarded at execution and is not expected to be closed until February 1, 2022.

The project is being funded with $103,713.00 in Federal Aviation Administration Grant and $53,997.00 in Aviation Capital. A Certificate of Funds, Tabulation of Bids, HRC Recommendation letter, and the proposal from the firm recommended for the award are attached.

Copy: Public Works/Business Office

Signatures/Approval

Division

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS CT20-2640

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

x New Contract _____ Renewal Contract _____ Change Orders

Contract Start Date	10/1/2020
Expiration Date	2/1/2022
Original Commission Approval	$ 157,710.00
Initial Encumbrance	$ 157,710.00
Remaining Commission Approval	$ -

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

Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	
Remaining Commission Approval	

Amount: $ 157,710.00

Fund Code 51400 - 3210 - 1424 - 43 - _____
Fund Org Acct Prog Act Loc

Amount: _____

Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount: _____

Fund Code XXXXX - 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: Security Fence Group, Inc.

Vendor Address: 1500 Farr Drive (Street) Dayton (City) OH (State) 45404 (Zipcode + 4)

Federal ID: 311276340

Commodity Code: 33013

Purpose: Wildlife fence replacement of approximately 1,800 LF of existing perimeter fence at the Dayton Wright Brothers Airport.

Contact Person: Mike Cross Aviation/Planning & Engineering (Department/Division) 9/8/2020 (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.

_____ 9/21/2020
Finance Director Signature Date

Tonika Williams 09/18/2020 CT20-2640
CF Prepared by Date CF/CT Number

9/18/2020

Dayton Wright Brothers Airport (MGY)?Wildlife Fence Replacement -Phase IV ? #MGY-2020001 (#6923053)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
04/23/2020 12:00 PM EDT

Section Title	SECURITY FENCE GROUP, INC	Allied Fence Builders Inc.
Base Bid	$132,710.00	$205,580.00
Additive Alternate No. 1 Contingency Allowance	$25,000.00	$25,000.00
Additive Alternate No. 2	$36,630.00	$58,090.00
Additive Alternate No. 3	$82,620.00	$126,635.00
Additive Alternate No. 4	$5,820.00	$6,600.00
Additive Alternate No. 5 - Per Acre of Area Shown on Drawings	$12,500.00	$18,000.00
Deduct Alternate No. 6 - per one 100 Feet	($5,600.00)	($8,550.00)
Base Bid Total:	$132,710.00	$205,580.00

MEMORANDUM | DAYTON

June 4, 2020

TO: Gil Turner, Director
Department of Aviation

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

SUBJECT: **Dayton Wright Brothers Airport (MGY) Wildlife Fence Replacement -Phase IV (23% DBE Participation Goal)**

The apparent low bidder, Security Fence Group Inc, submitted a bid utilizing one (1) DBE-certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that Security Fence Group Inc is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

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

PRIME CONTRACTOR	AMOUNT OF BASE BID	
Security Fence Group Inc	**$132,710.00**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
Security Fence Group Inc	**$120,210.00**	**90% DBE**
	TOTAL COMMITTED PARTICIPATION	**90% DBE**

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

CAG

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Dayton Wright Brothers Airport (MGY)-
Wildlife Fence Replacement-
Phase IV - #MGY-2020001
(#6923053)

Bidder Security Fence Group, Inc.
4260 Dane Avenue
Cincinnati, Ohio 45223

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Security Fence Group, Inc.

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Christine Frankenstein CEO/President

George Frankenstein Vice President

Home Office Address 4260 Dane Ave Cincinnati, OH 45223

Local Address 1500 Farr Drive Dayton, OH 45404

Telephone (513) 681-3700 Fax (513) 681-5487

E-mail cfrankenstein@sfence.com

Federal I.D.# 31-1276340

Dated this 22 day of April , 20 20

Bidder: Christine Frankenstein
(Person, Firm, or Corporation)

By: Christine Frankenstein

Title: CEO/President

BID BOND

Amount $ 10% of Bid Amount

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of 10% of Bid Amount 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, Security Fence Group, Inc.

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 22 day of April, 2020.

Security Fence Group, Inc.

Christine Frankenstein, President

Bidder

Employers Mutual Casualty Company

Jeff Orzechowski Attorney in Fact

Surety

Ralph E. Wade Insurance Agency, Inc.

Name of Insurance Agency

P.O. Box 217/775 Gardner Rd. Springboro, OH 45066

Address of Insurance Agency

Telephone (937) 748-2651 FAX (937) 748-2900

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, Christine Frankenstein hereby certify that
(print name – an Officer of the company)

Security Fence Group, Inc. meets the following Contractor requirements relating
(company)
to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By: Christine Frankenstein
(signature)

Title: CEO/President

Date: April 22, 2020

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

Health & Welfare 7.00
Pension 3.70
Tri-Fund .05
LECET .10
Training & Apprenticeship .40
Contractor Dues .14
OCIA Fund .05
Administrative Fee .08

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.

Laborers Apprenticeship Program

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

L. J. DeWeese Co. Inc.
Deitering Landscaping, Incorporated

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

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

N/A	

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

STATE OF OHIO,
COUNTY OF Hamilton ,ss:

Christine Frankenstein being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Security Fence Group, Inc. ("the Contracting Party").

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

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

☑ Corporation organized and existing under the laws of the State of Ohio.

☐ Labor organization.

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

By: Christine Frankenstein

Title: CEO/President

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY OF Hamilton)

Christine Frankenstein, being first duly sworn deposes and states that:

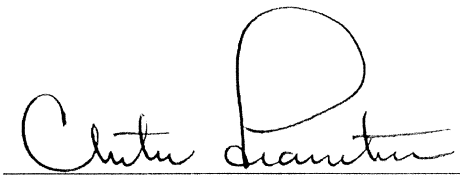
(1) He/she is CEO/President of
(owner, partner, officer, representative, or agent)
Security Fence Group, Inc. that
(business or organization name)

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

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

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

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



SIGNED

CEO/President

TITLE

BID BOND Bond No: B008178

Amount $ 10% of Amount of Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum of Ten Percent of Amt. of Bid 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, Security Fence Group, Inc. 4260 Dane Ave., Cincinnati, OH 45223

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 22nd day of April, 2020.

Security Fence Group, Inc.

Christine Frankenstein

Christine Frankenstein, President Bidder

Employers Mutual Casualty Company

Jeff Orzechowski

Jeff Orzechowski, Attorney in Fact Surety

Ralph E. Wade Insurance Agency, Inc.

Name of Insurance Agency

PO Box 217 / 775 Gardner Road, Springboro, OH 45066

Address of Insurance Agency

Telephone 937-748-2651 FAX 937-748-2900

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JEFF ORZECHOWSKI

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

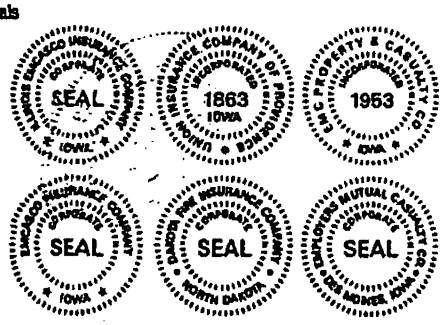
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of April , 2020 .

Vice President

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

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director

Certificate of Compliance

Issued 03/20/2020
Effective 04/02/2020
Expires 04/01/2021

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

EMPLOYERS MUTUAL CASUALTY COMPANY

of Iowa 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)

Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

EMPLOYERS MUTUAL CASUALTY COMPANY certified in its annual statement to this Department as of December 31,2019 that it has admitted assets in the amount of $3,817,653,916, liabilities in the amount of $2,242,478,851, and surplus of at least $1,575,175,065.

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

Jillian Froment,Director

Effective Date: August 29, 1945

Expiration Date: April 1, 2021

State of Ohio

Department of Insurance

Certificate of Authority

This is to Certify, that

EMPLOYERS MUTUAL CASUALTY COMPANY

NAIC No. 21415

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

Section 3929.01 (A)

Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

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

Mike DeWine, Governor

Jillian Froment, Director

EMPLOYERS MUTUAL CASUALTY COMPANY
717 MULBERRY STREET, DES MOINES, IOWA 50309
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS
AT DECEMBER 31, 2018

ASSETS

Bonds	$	1,313,039,692
Preferred Stocks		54,268,501
Common Stocks		972,786,183
Real Estate		141,768,910
Cash, Cash Equivalents and Short Term Investments		105,376,674
Other Invested Assets		77,337,634
Investment Income Due and Accrued		16,393,838
Premiums and Considerations		600,363,640
Reinsurance		66,037,001
Current Federal Income Tax Recoverable		1,922,242
Net Deferred Tax Asset		21,829,705
Other Assets		85,724,570
TOTAL ASSETS	$	3,456,848,590

LIABILITIES & SURPLUS

Losses	$	1,016,584,182
Reinsurance Payable on Paid Loss & Loss Adjustment Expenses		22,917,965
Loss Adjustment Expenses		214,157,224
Contingent Commissions		26,814,985
Other Expenses (Excluding Taxes, Licenses and Fees)		38,775,409
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		10,424,700
Current Federal Income Tax Payable		-
Unearned Premiums		561,579,616
Ceded Reinsurance Premiums Payable (Net of Ceding Commissions)		69,222,820
Other Liabilities		62,629,970
TOTAL LIABILITIES		2,023,106,871
Unassigned Funds (Surplus)		1,433,741,719
Surplus as Regards Policyholders		1,433,741,719
TOTAL LIABILITIES & SURPLUS	$	3,456,848,590

I, Jeff Monson, Assistant Controller and Director of Financial Reporting of EMPLOYERS MUTUAL CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities and Surplus of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Iowa.

EMPLOYERS MUTUAL CASUALTY COMPANY CORPORATE SEAL DES MOINES, IOWA

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 19th day of March, 2019.

EMPLOYERS MUTUAL CASUALTY COMPANY

Jeff Monson
Assistant Controller and Director of Financial Reporting

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Dayton Wright Brothers Airport (MGY)–Wildlife Fence Replacement -Phase IV – #MGY-2020001 (#6923053) Dity of Dayton

NAME LOCATION

During the performance of this contract:

Security Fence Group, Inc.	4260 Dane Ave Cincinnati, OH 45223	513-681-3700/513-681-5487
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

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

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

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

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

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

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

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

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

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

b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

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

n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.

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

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

CONTRACTOR'S CERTIFICATION

Security Fence Group, Inc. (Contractor) certifies that:

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

Laborers	
Operating Engineers	

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: Christine Hamilton

(Signature of Authorized Representative of Bidder)

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

DEMONSTRATION OF GOOD FAITH EFFORTS FORM

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

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

SECTION 1: BIDDER'S AFFIRMATION OF GOOD FAITH EFFORTS

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

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

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

The Bidder is committed to a minimum of 70.00 % 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

Christine Frankenstein — 04/22/2020

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

Christine Frankenstein

(Printed Name of Bidder's Authorized Agent)

CEO/President

(Title of Bidder's Authorized Agent)

Security Fence Group, Inc.

(Bidding Firm's Name)

DBE PARTICIPATION FORM (LETTER OF INTENT)

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

SECTION 1: BIDDER INFORMATION

Name of Bidder's Firm: Security Fence Group, Inc.

Address: 4260 Dane Avenue

City: Cincinnati State: OH ZIP: 45223

Telephone: (513) 681-3700 Email: cfrankenstein@sfence.com

SECTION 2: DBE FIRM & PARTICIPATION INFORMATION

Name of DBE Firm: Security Fence Group, Inc.

DBE Firm's Tax ID#: 31-1276340

Address: 4260 Dane Avenue

City: Cincinnati State: OH ZIP: 45223

Telephone: (513) 681-3700 Email: cfrankenstein@sfence.com

Name of Project: Dayton Wright Brothers Airport (MGY)–Wildlife Fence Replacement -Phase IV – #MGY-2020001 (#6923053)

Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:	**Amount to Be Paid to This DBE Firm for the Work Described*:**
Base Bid: Clearing & Grubbing, Fence Removal, Fencing, Gates, MOT, Engineering, Mobilization	$ 120,210.00
Alternate #1: N/A	$ 0.00
Alternate #2: Remove & Replace Fencing	$ 31,830.00
Alternate #3: Remove & Replace Fencing	$ 74,820.00

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

SECTION 3: AFFIRMATIONS

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

Christine Frankenstein

(Signature of Bidder's Authorized Agent)

Christine Frankenstein

(Printed Name of Bidder's Authorized Agent)

CEO/President 04/22/2020

(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) Continued

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: Security Fence Group, Inc.

Address: 4260 Dane Avenue

City: Cincinnati State: OH ZIP: 45223

Telephone: (513) 681-3700 Email: cfrankenstein@sfence.com

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Telephone: (513) 681-3700 Email: cfrankenstein@sfence.com

Name of Project: Dayton Wright Brothers Airport (MGY)–Wildlife Fence Replacement -Phase IV – #MGY-2020001 (#6923053)

Type(s) of Work to Be Performed by This DBE Firm If Bidder Is Awarded*:	Amount to Be Paid to This DBE Firm for the Work Described*:
~~Base Bid:~~	$
Alternate ~~#1~~ 4: Concrete Pad	$ 0.00
Alternate ~~#2~~ 5: Clearing Grubbing Mulching	$ 0.00
Alternate ~~#3~~ 6: Deducts	$ 0.00

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

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder's Authorized Agent)

Christine Frankenstein

(Printed Name of Bidder's Authorized Agent)

CEO/President (Title of Bidder's Authorized Agent)

04/22/2020 (Date)

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

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.

April 22, 2020
Date

Christine Frankstein
Signature

Security Fence Group, Inc.
Company Name

CEO/President
Title

BACK

5.

City Manager's Report

From 3420 - Water/Water Engineering

Date September 30, 2020

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Name Sunesis Construction Co.

Total Amount $ 1,036,080.66 (thru 6/30/2022)

Address 2610 Crescentville Rd.
West Chester, OH 45069

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2020 Sanitary Capital Fund	55002-3445-1424-54-SF2002	$1,036,080.66

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

Description

SUCCESSFUL WAY SANITARY LIFT STATION IMPROVEMENTS
(5% WBE GOAL/ 5.02% WBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with Sunesis Construction Co. in the amount of $1,036,080.66 for the Successful Way Sanitary Lift Station Improvements project. This amount includes the base bid of $865,800.60, Alternate No. 1 - Contingency Allowance (10% of Base Bid) for $86,580.06, Alternate No. 2 - Dewatering Successful Way Pump Station for $17,700.00, and Alternate No. 3 - Towable Generator for $66,000.00. This project consists of the replacement and relocation of an existing sanitary lift station, construction of new 10" sanitary sewer, and construction of a new 6" force main.

One bid was received for this project on September 3, 2020. After evaluation, Sunesis Construction Co.'s bid was recommended. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance, Alternate No. 2 - Dewatering Successful Way Pump Station, and Alternate No. 3 - Towable Generator) was $970,000.00. The time of completion is June 30, 2021. The expiration date identified on the Certificate of Funds is June 30, 2022.

This project is being funded using 2020 Sanitary Capital Funds.

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

Signatures/Approval

Division
Michael Powell Digitally signed by Michael Powell Date: 2020.09.18 09:31:10 -04'00'

Department

for City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
Digital Version Updated 04/2020

CT20-2641

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract _____ Renewal Contract _____ Change Orders

Contract Start Date	9/30/2020
Expiration Date	6/30/2022
Original Commission Approval	$ 1,036,080.66
Initial Encumbrance	$ 1,036,080.66
Remaining Commission Approval	$ -

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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: $ 1,036,080.66

Fund Code 55002 - 3445 - 1424 - 54 - SF2002 - _____
(Fund - Org - Acct - Prog - Act - Loc)

Amount: _____

Fund Code _____ - _____ - _____ - _____ - _____ - _____
(Fund - Org - Acct - Prog - Act - Loc)

Amount: _____

Fund Code _____ - _____ - _____ - _____ - _____ - _____
(Fund - Org - Acct - Prog - Act - Loc)

Amount: _____

Fund Code _____ - _____ - _____ - _____ - _____ - _____
(Fund - Org - Acct - Prog - Act - Loc)

Attach additional pages for more FOAPALs

Vendor Name: Sunesis Construction Co.

Vendor Address: 2610 Crescentville Rd. (Street) West Chester (City) OH (State) 45069 (Zipcode + 4)

Federal ID: 31-1323837

Commodity Code: 96896

Purpose: Award of Contract for Successful Way Sanitary Lift Station Improvements

Contact Person: Lisa Burton-Yates

Water/Water Engineering (Department/Division)

9/18/2020 (Date)

Originating Department Director's Signature: Michael Powell

Digitally signed by Michael Powell
Date: 2020.09.18 09:31:45 -04'00'

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 appropirated 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 — 9/22/2020 (Date)

Tonika Williams — 9/22/2020 (Date) — CT20-2641 (CF/CT Number)

CF Prepared by

9/22/2020

Successful Way Sanitary Lift Station Improvements (#7247324)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
09/03/2020 12:00 PM EDT

	Sunesis Construction Co.
Section Title	Extension
Base Bid	$832,091.00
Fixed Price Item	$33,709.60
Alternate No. 1 Contingency Allowance	$86,580.06
Alternate No. 2 Dewatering Successful Way PS	$17,700.00
Alternate No. 3 Towable Generator	$66,000.00
Base Bid Total:	$865,800.60

Successful Way Sanitary Lift Station Improvements (#7247324)
Owner: City of Dayton Ohio
Solicitor: Dayton OH, City of
09/03/2020 12:00 PM EDT

					Engineer Estimate		Sunesis Construction Co.	
Section Titl	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Base Bid							$0.00		
	1	202	Force Main Pipe Removal	L.S.	1	$0.00	$0.00	$4,300.00	$4,300.00
	2	202	Gravity Main Pipe Removal	L.S.	1	$0.00	$0.00	$3,900.00	$3,900.00
	3	202	Existing Pump Station Demolition	L.S.	1	$0.00	$0.00	$8,800.00	$8,800.00
	4	202	Curb Removal	L.F.	100	$0.00	$0.00	$10.00	$1,000.00
	5	207	Soil Erosion and Sediment Control	L.S.	1	$0.00	$0.00	$3,200.00	$3,200.00
	6	304	Aggregate Base, 10" Trench	C.Y.	80	$0.00	$0.00	$50.00	$4,000.00
	8	441	Asphalt Concrete, Trench Match	TONS	116	$0.00	$0.00	$131.00	$15,196.00
	9	441	Asphalt Concrete, Parking Lot - 1" Over	TONS	50	$0.00	$0.00	$222.00	$11,100.00
	10	453	Concrete Driveway	S.F.	1250	$0.00	$0.00	$11.00	$13,750.00
	11	609	Combination Curb and Gutter	L.F.	200	$0.00	$0.00	$63.00	$12,600.00
	12	614	Maintenance of Traffic	L.S.	1	$0.00	$0.00	$6,700.00	$6,700.00
	13	623	Construction Layout Stakes	L.S.	1	$0.00	$0.00	$3,100.00	$3,100.00
	14	624	Mobilization	L.S.	1	$0.00	$0.00	$38,400.00	$38,400.00
	15	653	Topsoil Furnished and Placed, 4"	C.Y.	50	$0.00	$0.00	$80.00	$4,000.00
	16	659	Seeding and Mulching (Hydro Seed)	S.Y.	500	$0.00	$0.00	$3.00	$1,500.00
	17	810	Excavation and Backfill, 10" Sanitary Pip	L.F.	220	$0.00	$0.00	$225.00	$49,500.00
	18	810	Excavation and Backfill, 15" Storm Pipe	L.F.	50	$0.00	$0.00	$74.00	$3,700.00
	19	810	6" DUCTILE IRON PIPE FOR SEWER SERV	L.F.	40	$0.00	$0.00	$167.00	$6,680.00
	20	821	Reinforced Concrete Storm Sewer Pipe,	L.F.	50	$0.00	$0.00	$22.00	$1,100.00
	21	824	6" Ductile Iron Pipe, Protecto 401 Coati	L.F.	40	$0.00	$0.00	$73.00	$2,920.00
	22	825	10" PVC Pipe, SDR 26	L.F.	220	$0.00	$0.00	$12.00	$2,640.00
	23	830	Manhole, Type "A" 48" Concentric, 4' G	EA.	3	$0.00	$0.00	$6,400.00	$19,200.00
	24	830	Manhole, Type "A" 48" Concentric, 5' Fo	EA.	1	$0.00	$0.00	$5,525.00	$5,525.00
	25	831	Catch Basin, Type 3A	EA.	1	$0.00	$0.00	$2,400.00	$2,400.00
	26	834	Connection to Existing Manholes, Core I	EA.	4	$0.00	$0.00	$1,700.00	$6,800.00
	27	SP-1	6" DUCTILE IRON PIPE FOR SEWER SERV	L.F.	20	$0.00	$0.00	$220.00	$4,400.00
	28	SP-2	6" HDPE IPS DR11, OPEN CUT; BACKFILL	L.F.	680	$0.00	$0.00	$116.00	$78,880.00
	29	SP-3	PUMP STATION INSTALLED COMPLETE I	L.S.	1	$0.00	$0.00	$478,000.00	$478,000.00
	30	SP-4	DPL ELECTRICAL TRENCH PER DRAWING	L.S.	1	$0.00	$0.00	$20,000.00	$20,000.00
	31	SP-5	TRANSFORMER PAD W/ BOLLARDS ON	L.S.	1	$0.00	$0.00	$3,300.00	$3,300.00
	32	SP-6	Bypass Pumping	L.S.	1	$0.00	$0.00	$9,500.00	$9,500.00
	7	202	Parking Lot Preparation	L.S.	1			$6,000.00	$6,000.00
									$832,091.00
Fixed Price Item									
	33	810	Street Cut Permit	L.S.	1	$1,209.60	$1,209.60	$1,209.60	$1,209.60
	34	SP-7	DP&L Aid in Construction Fee	Allow	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00
	35	SP-8	Gas Service Relocation by Vectren	Allow	1	$7,500.00	$7,500.00	$7,500.00	$7,500.00
									$33,709.60
								Base Bid	$865,800.60
Alternate No. 1 Contingency Allowance									
	36	ALT-1	Contingency Allowance (10% of Base Bi	LUMP	1			$86,580.06	$86,580.06
Alternate No. 2 Dewatering Successful Way PS									
	37	ALT-2	DEWATERING-SUCCESSFUL WAY PS WE	LUMP	1			$17,700.00	$17,700.00
Alternate No. 3 Towable Generator									
	38	ALT-3	55 KV TOWABLE DIESEL GENERATOR W	LUMP	1			$66,000.00	$66,000.00
Base Bid Total:									$170,280.06
								All Items	$1,036,080.66
								Engineer's Estimate	$ 970,000.00

MEMORANDUM | DAYTON

September 4, 2020

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

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

SUBJECT: **Successful Way Sanitary Lift Station Improvements (5% WBE Participation Goal)**

The only bidder, Sunesis Construction Co., submitted a bid utilizing two (2) PEP-certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that Sunesis Construction Co. is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

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

PRIME CONTRACTOR	AMOUNT OF BASE BID	
Sunesis Construction Co	**$865,800.60**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
JLM Trucking, Inc.	**$41,890.00**	**4.84% WBE**
First Star Safety	**$1,600.00**	**.18% WBE**
TOTAL COMMITTED PARTICIPATION		**5.02% WBE**

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

CAG

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Successful Way Sanitary Lift Station Improvements #7247324

Bidder Synesis Construction Co
2610 Crescentville Rd
West Chester, OH 45069

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name Sunesis Construction Co

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Richard E. Jones, JR President

_____

Home Office Address 2610 Crescentville Rd West Chester, OH 45069

Local Address "Same as above"

Telephone 513-326-6000 Fax 513-326-6001

E-mail jshaw@sunesisCC.com

Federal I.D.# 31-1323837

Dated this 30th day of September, 2020

Bidder: Sunesis Construction Co
(Person, Firm, or Corporation)

By: _____

Title: President

BID BOND

AMOUNT $ Ten Percent (10%) of the Total Bid Amount

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of Ten Percent (10%) of the Total Bid Amount Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

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

Signed and sealed at Dayton, Ohio this 3rd day of September, 2020.

Sunesis Construction Co.

Bidder

Great American Insurance Company

Mary Beth Milling Surety Attorney-In-Fact

AssuredPartners

Name of Insurance Agency

5905 East Galbraith Road, Suite 5000, Cincinnati, OH 45236

Address of Insurance Agency

Telephone (513) 624-1742 FAX (513) 624-1792

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than NINE

No. 0 21304

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON MARY BETH MILLING RANDAL T. NOAH STELLA ADAMS KATIE ROSE	LIZ OHL KAREN M. SPEED JULIE SIEMER G. DALE DERR	ALL OF CINCINNATI, OHIO	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of APRIL , 2019 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24TH day of APRIL , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of September , 2020 .

Assistant Secretary

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, Richard E. Jones, JR hereby certify that
(print name – an Officer of the company)

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

Check All That Apply:

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

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

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

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

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

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

By: _____
(signature)

Title: President

Date: 9/3/20

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.

Aetna
Dental
401K

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.

Apprentice Trawning program ABC ohio valley chapter

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

VSF Electric
First Star Safety
WC Jones

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

First Star Safety
Ebony
Oakley
JLM Trucking
Green Star

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

None

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

STATE OF OHIO,
COUNTY OF Butler ,ss:

Richard E. Jones, JR being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Jumesis Construction Co ("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 OH)
) SS:
COUNTY OF Butler)

Richard E. Jones, JR, being first duly sworn deposes and states that:

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

Richard E. Jones
SIGNED

President
TITLE

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Successful Way Sanitary Lift Station Improvements
NAME LOCATION City of Dayton, OH

During the performance of this contract:

Sunesis Construction Co 2610 Crescentville Rd 513-326-6000/513-326-600
CONTRACTOR ADDRESS TELEPHONE / FAX
West Chester, OH 45069

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%

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

Sunesis Construction Co (Contractor) certifies that:

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

Laborer

Operator

Welder

Finisher

Carpenter

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

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

SIGN: _____
(Signature of Authorized Representative of Bidder)

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

BACK

City Manager's Report

6.

From 6450 - PW/Civil Engineering

Date September 30, 2020

Expense Type Award of Contract

Total Amount $149,634.75 thru 9/30/22

Supplier, Vendor, Company, Individual

Name W.C. Jones Asphalt Paving Co., Inc.

Address P.O. Box 188
Dayton OH 45401

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Alley Resurfacing	26526-6450-1424-54	$149,634.75

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

Description

2020 CDBG ALLEY ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL/100% HUD SECTION 3 PARTICIPATION ACHIEVED)

This project consists of the asphalt resurfacing of various alleys throughout the city of Dayton. Work includes the application of tack coat, asphalt, and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, W.C. Jones Asphalt Paving Co., Inc., in the amount of $149,634.75, the base bid. The estimated cost for the project was $147,510.00. The time bid for completion is November 20, 2020.

This project is being funded using Federal CDBG funds.

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

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 06/2016

CT20-2044

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X	NEW CONTRACT		RENEWAL CONTRACT		CHANGE ORDER

Contract Start Date	Upon Execution
Expiration Date	September 30, 2022
Original Commission Approval	$ 149,634.75
Initial Encumbrance	$ 149,634.75
Remaining Commission Approval	

Original CT/CF	$ -
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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: $ 149,634.75	**Amount:**
Fund Code 26526 (Fund) 6450 (Org) - 1424 (Acct) - 54 (Prog) - (Act) - (Loc)	Fund Code (Fund) - (Org) - (Acct) - (Prog) - (Act) - (Loc)
Amount:	**Amount:**
Fund Code (Fund) - (Org) - (Acct) - (Prog) - (Act) - (Loc)	Fund Code (Fund) - (Org) - (Acct) - (Prog) - (Act) - (Loc)

Attach additional pages for more FOAPALs

Vendor Name: W.C. Jones Asphalt Paving Co., Inc. (937) 313-4695

Vendor Address: P.O. Box 188 (Street) Dayton (City) OH (State) 45401 (Zipcode + 4)

Federal ID: 31-0955590

Commodity Code: 91831

Purpose: 2020 CDBG Alley Asphalt Resurfacing
(10% HUD Section 3 Participation Goal) (Federal CDBG Funds)

Contact Person: David Escobar | Public Works/Civil Eng. (Department/Division) | 333-3849 (Phone Number)

Originating Department Director's Signature: [signature] 9.22.2020 (Date)

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.

[signature] 9/22/2020
Finance Director Signature — Date

Jessica Williams 9/22/2020 CT20-2044

SA 09/22/2020

Dayton, Ohio

Department of Public Works

Bid Tabulation For: 2020 CDBG Alley Asphalt Resurfacing

(10% HUD Section 3 Participation Goal)

(Federal CDBG Funds)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
August 20, 2020	$291,450.00	November 20, 2020

Bidders	Actual Amount Of Base Bid	Adjustment For Work Days	Adjustment For Comparison Purposes Only
***W.C. Jones Asphalt Paving Co., Inc.**	$149,634.75	-0- November 20, 2020	$149,634.75
John R. Jurgensen Company	$216,450.00	-0- November 20, 2020	$216,450.00

***Awarded**

Revised 9/14/98

MEMORANDUM | DAYTON

September 17, 2020

TO: David Escobar, Senior Engineer II
Public Works
Civil Engineering

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

SUBJECT: **2020 CDBG Alley Asphalt Resurfacing (10% HUD Section 3 Participation Goal)**

The apparent low bidder, W.C. Jones Asphalt Paving Company Inc., submitted a bid utilizing one (1) HUD Section 3 certified contractor to meet the project's participation goal. The HRC's contract compliance analysis has verified that W.C. Jones Asphalt Paving Company Inc., Inc is an approved bidder in the City of Dayton's Affirmative Action Assurance program and that the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

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

PRIME CONTRACTOR	AMOUNT OF BASE BID + ALTERNATE 1	
W.C. Jones Asphalt Paving Company Inc.	**$169,634.75**	
CERTIFIED BUSINESS PARTICIPATION	COMMITTED DOLLAR AMT	% TOWARD GOAL
W.C. Jones Asphalt Paving Company Inc.	**$169,634.75**	**100% HUD 3**

TOTAL COMMITTED PARTICIPATION	**100% HUD 3**

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

CAG

Section 3 Plan Template

Section 3 Plan

W. C. Jones Asphalt Paving Co., Inc.

Company

905 S. Broadway St. / Dayton, Ohio 45417

Address

937-313-4695 / 937-228-1253

Phone

leo.lucas1@wcjonesasphalt.com

Email

Website

Company Section 3 Coordinator

Leo C. Lucas1

Name of Authorized Representative

2020 CDBC Alley Asphalt Resurfacing

Project Name

Dayton, Ohio

Project Location

$169,634.75

Bid Amount

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:

These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

W.C. Jones Asphalt Paving Co., Inc. commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City's Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.

CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: 2020 CDBG Alley Asphalt Resurfacing

To: Section 3 Coordinator
Human Relations Council
371 West Second Street
Suite 100
Dayton, OH 45402

W. C. Jones Asphalt Paving Co., Inc
905 S Broadway St.
Dayton, Ohio 45417

COMPLETE THE INFORMATION FOR ALL EMPLOYEES				Ethnic Group						Sex		Trade	Classification			
Name of Employee	Employee ID (If SSN, last four digits.)	Address (street address and zip code)	Date of Hire	HUD Section 3	White (Not of Hispanic Origin	Black (Not of Hispanic Origin	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female		Journeyman	Helper	Apprentice	Trainee
Roger J. Barrett	8078	2315 Germantown St. /Dayton, Ohio 45417	AD 3-23-2020			✔				✔		Labor/Driver	✔			
Dennie R Kirkseyy	9510	714 Verona Rd. /Dayton, Ohio 45417	AD 1-17-2020			✔				✔		Labor	✔			
Leo C. Lucas2	5187	4325 St Johns Ave. /Dayton, Ohio 45406	AD 3-23-2020			✔				✔		Operator	✔			
Leo C. Lucas1	5340	4966 Glencross Dr. /Dayton, Ohio 45406	AD 1-2-2020			✔				✔		Foreman	✔			
Gary O. Wallace	8964	1007 Lenita Ave. /Dayton, Ohio 45417	AD 1.17.2020			✔				✔		Labor	✔			
Fathma Sanders	9802	2831 Yergen Ct. /Dayton, Ohio 45417	AD 5-15-2020			✔					✔	Operator	✔			
Jarod J. Jackson	6003	4444 Greenwich Village /Dayton, Ohio 45406	AD 3-23-2020			✔				✔		Labor	✔			

WORKFORCE GOALS: MINORITY - 11.5% **FEMALE - 6.9%** **SECTION 3 - 30% OF NEW HIRES**

SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: 2020 Alley Asphalt Resurfacing

Name of (Sub)Contractor: W. C. Jones Asphalt Paving Co., Inc.

Amount of Award: $_____

	Number of Anticipated Hires	Number of Filled Positions	Number of Section 3 Hires
Skilled	0	5	3
Semi-Skilled			
Skilled Trainees			
Unskilled Trainees			
Semi-Skilled Trainees			
Professional & Admin		2	
Clerical			
Apprentices			
Other			

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.

We will work with the Section 3 Program Coordinator to identify eligible Section 3 Subcontractors;
We will contract individuals on the Certified Section 3 Residents lists maintained by the City Of Dayton, and Greater Premier Management;
We will post job opportunities at the job site
We will notify the Section 3 Employment Opportunities Notification list of job openings;
We will notify local union halls of job openings for specific Trades and Skills;

SECTION 3 PLAN

This document serves as the Section 3 Plan for 2020 CDBG Alley in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated 0 .

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.

HUD SECTION 3 DEMONSTRATION OF GOOD FAITH EFFORTS FORM

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

- *An executed HUD Participation Form (Letter of Intent) for each certified Section 3 Business Concern firm whose participation you plan to count toward the project's HUD 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 HUD 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 HUD participation to meet or exceed the project's HUD participation goal.**

The Bidder is committed to a minimum of 100 % HUD participation on this project, as described on the enclosed HUD Participation Form(s).

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

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

SECTION 2: BIDDER'S SIGNATURE

Mr Leo C. Lucas I President — AD 8-20-2020

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

Leo C. Lucas1

(Printed Name of Bidder's Authorized Agent)

President

(Title of Bidder's Authorized Agent)

W. C. Jones Asphalt Paving Co., Inc.

(Bidding Firm's Name)

HUD SECTION 3 PARTICIPATION FORM

Instructions for Bidders / Proposers: *Submit one executed copy of this form for each HUD Section 3 Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. Complete separate form for alternative.*

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: W. C. Jones Asphalt Paving Co., Inc.

Address: 905 S. Broadway St.

City: Dayton State: Ohio ZIP: 45417

Telephone: 937-313-4695 Email: leo.lucas1@wcjonesasphalt.com

Primes Base Bid $_____

Name of Project: 2020 CDBG Alley Asphalt Resurfacing

SECTION 2: HUD-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of HUD-Certified Firm: W. C. Jones Asphalt Paving Co., Inc.

HUD-Certified Firm's Tax ID#: 30-0955590

Scope of Work to Be Performed by Certified Firm (Include NAICS Codes:

Asphalt Paving 74521

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This HUD Firm for the Work Described:
Total Bid	$ 169,634.75	% 100%	$ 169,634.75
Materials	$ 93,299.12	% 55%	$ 93,299.12
Labor	$ 73,335.64	% 45%	$ 73,335.64

SECTION 3: AFFIRMATIONS

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

Mr Leo C. Lucas I President

(Signature of Bidder/Proposer's Authorized Agent)

Leo C. Lucas1

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

President AD 8-20-2020

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

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

STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City's Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Leo C. Lucas1

COMPANY AUTHORIZED REPRESENTATIVE

Mr Leo C. Lucas I president

SIGNATURE OF AUTHORIZED REPRESENTATIVE

President

TITLE

COMPANY SECTION 3 COORDINATOR
(*Leave blank if the same as authorized representative*)

leo.lucas1@wcjonesasphalt.com

EMAIL ADDRESS

937-313-4695

PHONE

W.C. Jones Asphalt Paving Co., Inc.

COMPANY NAME

905 S. Broadway St. /Dayton, Ohio 45417

COMPANY COMPLETE ADDRESS

COMPANY WEBSITE (if applicable)

SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine

HRC SECTION 3 COORDINATOR

C. Goodwine 8/25/2020

SIGNATURE OF SECTION 3 COORDINATOR DATE

Erica Fields

HRC EXECUTIVE DIRECTOR

8-25-2020

SIGNATURE OF EXECUTIVE DIRECTOR DATE

FREDERICK M. STOVALL

REPRESENTATIVE OF AWARDING DEPARTMENT

8-31-2020

SIGNATURE OF DEPARTMENT REPRESENTATIVE DATE

Shelley Dickstein

CITY MANAGER

for C. LaDawn Jilton 9/10/2020

SIGNATURE OF CITY MANAGER DATE

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO

DEPARTMENT OF PUBLIC WORKS

Bid Form 2018 Alley Asphalt Resurfacing
(10% HUD Section 3 Participation Goal)
(Federal Construction Funds)

Bidder W. C. Jones Asphalt Paving Co
P.O. Box 188
Dayton, Ohio 45401

BID FORM

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

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

2018 ALLEY ASPHALT RESURFACING

(10% HUD SECTION 3 PARTICIPATION GOAL)
FEDERAL CONSTRUCTION FUNDS

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

Bid Form (Continued)

2018 ALLEY ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL)
(FEDERAL CONSTRUCTION FUNDS)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
202	Grinding Existing Pavement	2,776	S.Y.	6.50	18,044.00
404	Asphalt Concrete, Modified 2" Average Depth	2,100	Tons	95.00	199,500.00
404	Speed Bumps	5	Each	400.00	2,000.00
407	Tack Coat	1,890	Gal	5.60	10,584.00
836	Catch Basin Adjusted	14	Each	1800.00	~~$25,200.00~~ 26,600.00 ATM
836	Manhole Adjusted	8	Each	800.00	6,400.00
836	Lamphole Adjusted	2	Each	800.00	1,600.00
SPL	Grinding Existing Pavement for Butt Joints	282	S.Y.	15.00	4,230.00
TOTAL BASE BID		**$**			~~$268,958~~

$267,558.00
ATM

In determining the lowest and best bid the City Commission may give consideration to the following alternate bids:

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This Alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. The amount of this "ALLOWANCE" may vary as determined by the Engineer, but shall not exceed the maximum of **$50,000.00.**

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL $
SPL	Contingency Allowance	1	LUMP	$ 50,000.00	$ 50,000.00

TOTAL ALTERNATE NO. 1 **$ 50,000.00**

2018 ALLEY ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL)
(FEDERAL CONSTRUCTION FUNDS)

The consideration to be paid for the performance of the Contract of the above described project is provided as follows: This information provides for the issuance of the tax-exempt form for the purchase of materials for this project.

DESCRIPTION	CONSIDERATION FOR MATERIALS	CONSIDERATION FOR OBLIGATIONS	TOTAL $
	$120,401.10 ATM	$147,156.90 ATM	$267,558.00 ATM
TOTAL BASE BID	$ ~~121,031.10~~	$ ~~147,926.90~~	$ ~~268,958.00~~
TOTAL ALT. NO. 1 (Contingency Allowance)	$ -0-	$ 50,000.00	$ 50,000.00

The time of completion fixed by the City is October 31, 2018

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

NAME	ADDRESS
"No person or party other than bidder is interested in this Bid"	

DISCLOSURE OF LITIGATION

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

RESPONSE: YES ____ NO ✓

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

Bidder is

An Individual
Firm Name _____

Business Address _____

Telephone _____

Partnership
Firm Name _____

Members of Firm and
Their Business Address _____

_____

_____

Telephone _____

Corporation
Name W.C. Jones Asphalt Paving Co Inc

State of Incorporation Ohio

Name and Title of
Officers with Authority
to Sign Contract Leo C. Lucas I President

Mary C. Lucas Vice President

Home Office Address 905 S Broadway St

Local Address _____

Telephone 937-228-1253 Fax 937-228-9300

E-mail Leo.Lucas I @ WCJones Asphalt.Com

Federal I.D.# 31 0955590

Dated this 28 day of June, 2018

Bidder: W.C. Jones Asphalt Paving Co Inc
(Person, Firm, or Corporation)

By: Mr. Leo C. Lucas I

Title: President

Bond #72047626

BID BOND

AMOUNT $ 31,895.80 or 10%

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

of X Thirty one Thousand Eight Hundred Ninety Five — 80/100 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

W.C. Jones Asphalt Paving Company, Inc.

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 and sealed at Dayton, Ohio, this 28th day of June, 2018.

X Mr. Lee C. Jones I President

W.C. Jones Asphalt Paving Company, Inc.
905 South Broadway, Dayton, Ohio 45408
Bidder

Anne C. Tierney
Attorney-in-Fact

Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
Surety

USI Insurance Services LLC
Name of Insurance Agency

312 Elm Street, 24th Floor
Cincinnati, Ohio 45202
Address of Insurance Agency

Telephone 513 852-6344 FAX 513 852-6460

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas D Cassady, Thomas W Chatham, Louis R Fisher, Paulette M Aerni, Paul J Schueler Jr, Richard A Davis, Anne C Tierney, Individually

of Cincinnati, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of October, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 5th day of October, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of June, 2018.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

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, Lee C. Lucas I hereby certify that _____
(print name – an Officer of the company)

W.C. Jones Asphalt Paving Co Inc. meets the following Contractor requirements relating
(company)

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

[✓] Comply with all City of Dayton income tax obligations and requirements

[✓] Maintain worker's compensation insurance for all employees as required by the State of Ohio

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

[✓] Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

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

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

By: Mr Lee C. Lucas I
(signature)

Title: President

Date: 6-28-2018

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.

Operators
Health + welfare
Pension
Training
Education + Safety
PAC / PEP Program

Laborers
Health Insurance
Pension
L-District Council
Train
LECET Tri Fund
Laborers PAC

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.

Ohio Laborer's Training
+ Apprentic Program

Ohio Operating Engineer
Training + Apprenticeship
Program

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

Branscomb Trucking
Tony Branscomb
8873 E ST RT 571
Troy, Ohio 45344

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

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

W C Jones Asphalt Paving Co

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

None

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

STATE OF OHIO,
COUNTY OF ~~Ohio~~ Montgomery ,ss:

Lee C. Lucas I being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of W. C. Jones Asphalt Paving Co ("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: Lee C. Lucas I

Title: President

STATE OF OHIO,
COUNTY OF Montgomery ,ss:

Sworn to before me and subscribe in my presence by Lee Lucas
this 21st day of June, 2018

Emily Martin
Notary Public

NOTARY PUBLIC STATE OF OHIO

EMILY MARTIN
Notary Public, State of Ohio
My Commission Expires
October 1, 2018

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

STATE OF Ohio)
) SS:
COUNTY OF Montgomery)

Leo C. Lucas I, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)
W C Jones Asphalt Paving Co that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence

this 20th day of June, 2018.

Emily Martin
NOTARY PUBLIC

Mr. Leo C. Lucas I
SIGNED

President
TITLE

NOTARY PUBLIC STATE OF OHIO

EMILY MARTIN
Notary Public, State of Ohio
My Commission Expires
October 1, 2018

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: 2018 Alley Asphalt Resurfacing (10/Hd Section 3 Participation Goal)
NAME (Federal Construction Fund) LOCATION

During the performance of this contract:

W.C. Jones Asphalt Paving Co | PO Box 188 Dayton, Ohio 45401 | Dayton, Ohio | 937-228-1253 | 937-228-9300
CONTRACTOR | ADDRESS | TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 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, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

The successful contractor using one or more trades of construction employees must comply with Part I of these Bid 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 Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

   The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/76 to Present	10.6% - 11.8%

	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 S SMSA 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 Bid Condition.

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 SMSA for each trade for which it is committed to the goals under Part I.

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

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

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

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

c) The contractor shall promptly notify the Dayton Human Relations Council 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 SMSA 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 SMSA.

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 The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.

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

W.C. Jones Asphalt Paving Co Inc certifies that:

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

Asphalt labor	
Operator	
Truck Driver / Hauler	

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 the Bid Condition. 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 Clark) subject to this Bid Condition; 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 Bid Condition.

SIGN: Mr Fred C Jones I President

(Signature of Authorized Representative of Bidder)

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

Worker Utilization Report

NAME OF PROJECT: 2018 Alley Asphalt Resurfacing 10% Hud Section 3 Participation goal) (Federal Construction Funds) REPORTING PERIOD: June (MONTH) 2018 ~~2016~~

TO: Contract Compliance Officer
HUMAN RELATIONS COUNCIL
371 WEST SECOND STREET, #100
DAYTON OH 45402
bta@daytonohio.gov

FROM:	Leo C, Lucas I
COMPANY:	WC Jones Asphalt Paving Co
ADDRESS:	P.O. Box 188
CITY/ST/ZIP:	Dayton, Ohio 45401
TELEPHONE:	937-313-4695
E-MAIL:	Leo. Lucas I @ WC Jones Asphalt. Com

ALL INFORMATION WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.
AGGREGATE REPORTS OF WORKER UTILIZATION FOR THIS PROJECT MAY BE MADE PUBLIC.

Name of Employee and Address	Employee ID #	Address	HUD 3	Ethnic Group: White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Gender: Male	Female	Trade	Classification: Journeyman	Helper	Apprentice	Trainee	# of Hours Wrkd: 1st Week	2nd Week	3rd Week	4th Week
Roger I Barnett		PO Box 61312 Dayton, Ohio 45402			X				X		Labor	X				0	0	0	0
Leo C. Lucas I		PO Box 26063 Dayton, Ohio 45426			X				X		Foreman	X							
Janie Kimbrough-Board		247 Fountain Ave Dayton, Oh 45405			X					X	Operator	X							
Dennis Kirksey		714 Verona Dr Dayton, Ohio 45417	X		X				X		Labor	X							
Fatima Sanders		2831 Yergan Ct Dayton, Ohio	X		X					X	Operator	X							
William Lusfer		2264 Catalpa Ave Dayton, Ohio 45406			X				X		Driver	X							
Gary Wallace		1007 Lenta Ave Dayton Ohio	X		X				X		Cement Finisher	X							

INSTRUCTIONS: Mark each applicable Ethnic Group and Gender description with an "X". Complete the information above for ALL employees for the preceding month. Make copies of this sheet as needed. Submit the form to the address listed on this form.

Workforce Goals:	11.5% MINORITY	6.9% FEMALE	10% HUD SECTION 3	Revised 20110202

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date A.D 6-28-2018

Project: 2018 Alley Asphalt Resurfacing **Participation Goal (list only one):** 100%
HUD Section 3 Participation goal Federal Construction Fu

A bidder must **submit a separate form for each goal** for which you are requesting a waiver. A bidder requesting a total or partial waiver of the, **MBE/WBE/SBE/DLSB or HUD3** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The bidder must provide a written explanation of the good faith effort for all activities listed on the wavier form at the time the bid is submitted. If no explanation is provided, the wavier form will not be accepted. The City of Dayton Human Relations Council (HRC) shall review and evaluate the bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a waiver for the **MBE/WBE/SBE/DLSB or HUD3 goal based on your good faith efforts;** and only where the HRC determines that the bidder has completed all items in the following list of activities. In determining whether a bidder has made good faith efforts, the Executive Director of the Council, or his/her designee, may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful lowest and best bidder fails to meet the contract goal, but others meet it, the Executive Director of the Council, or his/her designee, may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. **The waiver request form must be submitted with your bid if you are requesting a waiver of any goal.**

Check if completed	Activity Description
	Solicited the interest of all certified **MBE/WBE/SBE/DLSB or HUD3** having the capability to perform the work of the contract. The bidder must solicit this interest at least ten (10) business days before bid submittal deadline in order to allow the **MBE/WBE/SBE/DLSB or HUD3** sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient good faith effort, if it is the sole method of communication used.
	Divided contract work items into economically feasible units to facilitate **MBE/WBE/SBE/DLSB or HUD3** participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
	Negotiated with **MBE/WBE/SBE/DLSB or HUD3** subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration. Rejected **MBE/WBE/SBE/DLSB or HUD3** as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
	Provided interested **MBE/WBE/SBE/DLSB or HUD3** with plans and specifications at no cost, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract at least ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.
	Sought the assistance of the Minority Business Assistance Center (MBAC) or used the services of community organizations, contractors' groups, local, state or federal business assistance offices, or similar organizations to find subcontractors certified as (circle one: **MBE/WBE/SBE/DLSB or HUD3**). Contacting HRC for the certified list will not be deemed as sufficient good faith efforts.
Bidding Company Name:	W.C. Jones Asphalt Paving Co Inc

Company Contact Information

Company Name: W.C. Jones Asphalt Paving Co Inc

Address: PO Box 188 Dayton, Ohio 45401

Contact Person: Leo G Lucas I

Phone: 937-313-4695

Email Address: Leo.Lucas1@WCJonesAsphalt.com

Section 3 Plan

2018 Alley Asphalt Resurfacing
(10% HUD Section 3 Participation Goal)
(Federal Construction Funds)
Various Locations, Dayton, Ohio

SECTION 3 PLAN

This document serves as the Section 3 Plan for the **2018 Alley Asphalt Resurfacing (10% HUD Section 3 Participation Goal) (Federal Construction Funds)** in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

The City of Dayton will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section.

The numerical goals established in this section represent minimum numerical targets.

Training and employment opportunities will be made available to Section 3 residents as follows:

(i) 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter. Number of Section 3 jobs/training opportunities anticipated 4.

PREFERENCE FOR SECTION 3 RESIDENTS IN TRAINING AND EMPLOYMENT OPPORTUNITIES

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

Highest Priority: Low- and very-low income residents certified as Section 3 eligible residing in the neighborhood where the project is located.

Second Priority: Participants of public and social service programs funded by City of Dayton HUD funding.

Third Priority: Other low- and very-low income residents throughout the City certified as Section 3 eligible.

In compliance with the Section 3 Plan requirements, the applicant must submit a current list of employees as of the date the Section 3 Plan is submitted for approval along with anticipated new hires. A list of employees can be submitted on the Worker Utilization Form included in the appendices or an official company form that includes the same information requested on the Worker Utilization Form. The applicant must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. When preparing the list, please refer to Examples of Efforts to Offer Training Employment Opportunities to Section 3 Residents.

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS:

Please check all that apply and add any additional strategies you will employ on the lines provided below. Mandatory actions have already been checked.

- ☒ We will work with the Section 3 Program Coordinator to identify eligible Section 3 subcontractors;
- ☒ We will contact individuals on the Certified Section 3 Residents lists maintained by the City of Dayton and Greater Dayton Premier Management;
- ☒ We will post job opportunities at the job site;
- ☒ We will post job opportunities in local newspapers;
- ☒ We will post job opportunities on our website;
- ☒ We will notify the Section 3 Employment Opportunities Notification List of job openings;
- ☑ We will notify the local unemployment office of job openings;
- ☑ We will notify local union halls of job openings for specific trades or skills;
- ☑ We will notify certifying agencies of job openings for specific trades or skills;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____;
- ☐ We will _____.

SECTION 3 TRAINING AND EMPLOYMENT GOALS

Name of Project: 2018 Alley Asphalt Resurfacing (10% Hud Section 3 Participation (Federal Construction Funds)

Name of Contractor: W C Jones Asphalt Paving Co Inc

Amount of Award: $_____

	# of Anticipated Hires	# of Anticipated Section 3 Hires (MUST be at least 30% of Anticipated Hires)	# of Current Employees	# of Current Section 3 Employees
Skilled	4	1	2	1
Semi-Skilled	0	0	0	0
Skilled Trainees	0	0	0	0
Unskilled Trainees	0	0	0	0
Semi-Skilled Trainees	0	0	0	0
Professional & Admin	0	0	0	0
Clerical	0	0	0	0
Apprentices	0	0	0	0
Other	0	0	0	0

CITY OF DAYTON WORKER UTILIZATION REPORT FORM

NAME OF PROJECT: 2018 Alley Asphalt Resurfacing (10% Hud Section 3 Participation Goal) (Federal construction fund)

To: Section 3 Coordinator
Human Relations Council
371 West Second Street
Suite 100
Dayton, OH 45402

W C Jones Asphalt Paving Co
P.O. Box 188
Dayton, Ohio 45401
937-313-4695

COMPLETE THE INFORMATION FOR ALL EMPLOYEES				Ethnic Group						Sex		Trade	Classification				No. of Hours Worked			
Name of Employee	Employee ID (If SSN, last four digits.)	Address (street address and zip code)	Date of Hire	HUD Section 3	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Male	Female		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week
Roger J Barrett		P.O Box 61312 Dayton, Ohio 45406	2017			X				X		Labor	X				0	0	0	0
Leo C. Lucas I		P.O Box 26063 Dayton, Ohio 45426	2017			X				X		Foreman	X				0	0	0	0
JonieKimbrough-Board		247 Fountain Ave Dayton, Ohio	2018			X					X	Operator	X				0	0	0	0
Dennis Kirksey		714 Verona Dr Dayton, Ohio	2017	X		X				X		Labor	X				6	0	0	6
Fatima Sanders		2831 Yergan Ct Dayton, Ohio	2017	X		X					X	Operator	X				6	0	0	0
William Luster		2264 Catalpa Ave Dayton Ohio	2017			X				X		Truck Driver	X				0	0	0	0
Gary C Wallace		1007 Lentz Ave Dayton, Ohio	2017	X		X				X		Cement Finisher	X				0	0	0	0
Leo C. Lucas II		4325 St John Ave Dayton, Ohio	2018			X				X		Laborer Operator	X				0	0	0	0
Henery A Barrett		511 N Gettysburg Dayton, Ohio	2017	X		X				X		Labor	X				0	0	0	0

WORKFORCE GOALS: MINORITY - 11.5% **FEMALE - 6.9%** **SECTION 3 - 30% OF NEW HIRES**

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES:

These goals apply to contract awards in excess of $100,000 in connection with a Section 3 eligible project, and it applies to contractors, subcontractors, developers, and/or sub-recipients.

We Jones Asphalt Paving Co. **(COMPANY NAME)** commits to award to Section 3 business concerns:

1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In the event that the contractor, subcontractor, developer and/or sub-recipient is unable to reach the goals stated above, they will be required to contribute the difference between 10% of the covered contract amount (3% for non-construction related covered contracts) and the amount provided to Section 3 business concerns and/or in the employment of Section 3 residents in to the City's Section 3 Implementation Fund.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

(i) First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.

(ii) Second priority will be given to Section 3 business concerns selected to carry out HUD funded Programs.

(iii) Third priority will be given to Section 3 business concerns that provide economic opportunities for Other Section 3 Residents located outside the service area or neighborhood in which the Section 3 covered project is located.

HUD SECTION 3 (HUD3) PARTICIPATION FORM

Project Name: 2018 Alley Asphalt Resurfacing (10% Hud Section 3 Participation Goal (Federal Construction Fund)

The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 eligible projects. This commitment applies to all projects funded with HUD Section 3 eligible funding sources. Questions about the City of Dayton HUD Section 3 Program should be directed to the Human Relations Council (HRC). (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One: Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed	HUD3 $ Amount of Total Base Bid	HUD3 % of Total Base Bid
HUD Section 3 Business Firm Name: W C Jones Asphalt Paving Co Inc Tax I.D. Number: 31-09555-90 Street Address: PO Box 188 City/State/ Zip Code: Dayton Ohio 45401 Phone: 937-313-4695	☑	☐	☐	☑		Asphalt Paving & Millings	268,958.00	98.096 %

Total $ Amount of PRIME CONTRACTOR'S Base Bid 268,958.00 Total $ to HUD3 Firm 268,958 Total % to HUD 3 Firm 98.096 %

PRIME CONTRACTOR'S PRINTED NAME AND SIGNATURE
Leo C. Lucas I
Mr Leo C. Lucas President

W C Jones Asphalt Paving Co	
Street Address	PO Box 188
City/State/Zip	Dayton, Ohio 45401

HUD SECTION 3 (HUD3) PARTICIPATION FORM

Project Name: 2018 Alley Asphalt Resurfacing (10% Hul Section 3 Participation Goal (Federal Construction Fund)

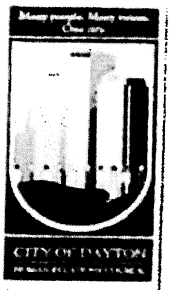
The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 eligible projects. This commitment applies to all projects funded with HUD Section 3 eligible funding sources. Questions about the City of Dayton HUD Section 3 Program should be directed to the Human Relations Council (HRC). (937) 333-1403.

Firm Name, Tax I.D. Number and Mailing Address	Please Check One: Prime Contract Bid ☐	Joint Venture Bid ☐	Supply or Service Subcontract ☐	Construction Subcontract ☑	Type of Service or Supply to be Provided	Type of Construction Work to be Performed	HUD3 $ Amount of Total Base Bid	HUD3 % of Total Base Bid
HUD Section 3 Business Firm Name: Brunscomb Trucking Tax I.D. Number: 38-3854769 Street Address: 8873 E. St Rt 571 City/State/ Zip Code: Troy Ohio 45344 Phone: 937-751-5429					Truck Hauling		3,840.00	0.014 %

Total $ Amount of PRIME CONTRACTOR'S Base Bid 268,958.00 Total $ to HUD3 Firm 3,840.00 Total % to HUD 3 Firm 0.014%

PRIME CONTRACTOR'S PRINTED NAME AND SIGNATURE	W.C. Jones Asphalt Paving Co
Leo C Jones II	Street Address: PO Box 188
Mr Leo C Jones I President	City/State/Zip: Dayton, Ohio 45401

CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL
371 West Second Street, Suite 100, Dayton, OH 45402-1417
(937) 333-1403 • FAX 222-4589
www.daytonohio.gov/departments/hrc



Catherine H. Crosby
Executive Director

Board of Directors

Amaha Sellassie
Chair

Rev. Dr. Sherry Gale
Vice-Chair

Dr. Olatokunbo Awoshakin
Dwayne Johnson
Michelle Kaye
Kiya Patrick
Wanda Sloan
Michael White

August 14, 2017

Tony Branscomb
Branscomb Trucking
8873 E. STRT 571
Troy, OH 45344

Dear Tony Branscomb:

The Human Relations Council (HRC) has reviewed your certification application and has made the determination to certify your company in the City of Dayton HUD Section 3 Program. Your company has been approved based on the following:

[x] 51% Section 3 resident-owned enterprise

[ ] 30% of your permanent, full-time employees include persons who are currently Section 3 residents, or within three years of the date of first employment, were Section 3 residents

[ ] Commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns

The HUD Section 3 certification provides your company with additional opportunities to participate on City of Dayton projects and contracts, as well as Montgomery County and Greater Dayton Premier Management (GDPM) projects and contracts. The HUD Section 3 certification must be renewed annually. You will also be required to provide periodic updates during the certification period to ensure your company remains in compliance with HUD Section 3 regulations.

This Certification Expires on August 14, 2020.

If we can be of further assistance, please feel free to call me at (937) 333-1405.

Sincerely,
Chrisondra Goodwine
Contract Compliance Officer
City of Dayton Human Relations Council

cc:Catherine Crosby
Andrew Chow

Procurement Enhancement Program
Small Business Enterprise Certification

Branscomb Trucking

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

484110	General Freight Trucking, Local
48411	General Freight Trucking, Local
4841	General Freight Trucking

in the following certification categories

#22397	HUD	HUD Section 3

to provide

☒ Construction ☐ Services ☐ Supplies

8/14/2020

Expiration Date

Executive Director

THE CITY OF DAYTON OHIO INCORPORATED 1805

QUOTATION

SWANK CONSTRUCTION COMPANY, LLC

632 HUNT VALLEY CIRCLE
NEW KENSINGTON, PA 15068

PHONE: 724-335-6000
FAX: 724-335-3834

Notes: This estimate is good for 90 days from the date below. Prices quoted are for quantities shown.

TO: _____
ATTN: _____
PHONE: _____
FAX: _____

Project #: 2018 Alley Asphalt Resurfacing
Location: Dayton
County: Montgomery
State: Ohio
Road:
Bid Date: 28-Jun-18

Item	Item#	Description	Depth		Quantity	Unit	Unit Price	Amount
1		Belt Loading Rotomill				Day	$ 4,400.00	
		Mobilization					$800.00	
	First Time User Mobilizaiton Discount (Good For 1 Free Mob)						-$800.00	
							Total Estimate	

Conditions:

1 Price for item does not include mobilization.
2 Price for item is a lump sum usage of a Wirtgen 100 Class belt loading rotomill equipped with a 4' cutter.
3 Item 1 usage includes trained 2 person crew and support consisting of an operator, foreman and water tank.
4 Price is for an 8 hour day. - Hours over 8 will be prorated.
5 In the event of a rainout a 2 hour pro-rated charge will apply if machine is kept on-site awaiting work per scheduled workday.

Mill only price does not include:

1 Maintenance of traffic or flagpersons.
2 Trucking of milled material.
3 Sweeping.
4 Removal of bituminous material that is not accessible to a large belt loading rotomill.
5 Hot mix / cold patch for temporary ramping.

General Conditions:

1 Price includes S.C.C. transporting it's own water. S.C.C.requires that G.C. obtain source for water.
2 Price does not include S.C.C. providing manpower to back up trucks to rotomill.(Mill Only)
3 S.A.C. is not liable for any liquidated, consequential, direct or indirect damages incurred by G.C. on the project.
4 Price is based upon G.C. providing sufficient trucking to allow for agreed upon production rates.(Mill Only)
5 Price does not include removal of asphalt between steel grids,around expansion dams, wheelruts, cracks, between bricks or areas inaccessible to a large belt loading rotomill.(Mill Only)
6 The number of days indicated above is only an estimate and are for contractor information only; there is no gaurantee of the time required to perform and all work is done on a unit price basis.
7 S.C.C. is not responsible for removal or disposal of roadway reflectors.
8 G.C. agrees not to withhold retention on subcontracts valued less than $ 200,000.00 unless agreed to prior to bid submittal
9 Price includes all state and federal taxes, please notify us if any additional apply.
10 Terms are net 30 days with a 1.5% interest per month on outstanding invoices. If collection/legal fees are incurred by S.C.C. All fees/costs to be paid by the customer.
11 "We abide by the Equal Opportunity & Affirmative Action Requirements of Executive Order 11246, as amended and are hereby incorporated by reference"
12 Saturday Surchare $65 hr.

Estimate authorized by:

Name: Neil Hickman - Estimator

Date: 6/22/2018

Approved by:

Name: _____

Date: _____

STATEMENT OF COMMITMENT

By signature below, I am hereby acknowledging to the City of Dayton Ohio that I have been duly provided with information regarding the City's Section 3 Program which explains the obligations and requirements of any construction project which is funded in part or whole by HUD sourced funds. I certify that I am fully empowered to enter into this Statement of Section 3 Utilization Commitment on behalf of this company I am certifying that the information contained within this Section 3 Utilization Plan is accurate and correct and that I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document.

Leo C. Lucas I President

COMPANY AUTHORIZED REPRESENTATIVE

Mr. Leo C. Lucas I

SIGNATURE OF AUTHORIZED REPRESENTATIVE

President

TITLE

COMPANY SECTION 3 COORDINATOR
(*Leave blank if the same as authorized representative*)

Leo. Lucas I @ WC Jones Asphalt .Com

EMAIL ADDRESS

937-313-4695

PHONE

WC. Jones Asphalt Paving Co Inc

COMPANY NAME

Mailing P.O. Box 188 Dayton, Ohio 45401

COMPANY COMPLETE ADDRESS

COMPANY WEBSITE (if applicable)

Address 705 S. Broadway St
Dayton, Ohio 45407

SECTION 3 PLAN APPROVAL

In compliance with the Section 3 Plan requirements, the applicant must develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals. Contracts in excess of $100,000 must include the Section 3 Clause.

If federal and state funds are combined to fund an eligible Section 3 project, the combined amount is submitted to the Section 3 requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, we the undersigned have read and have received a copy of the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the objectives set forth. The signatures below acknowledge receipt and approval of this Section 3 Plan.

Chrisondra Goodwine

HRC SECTION 3 COORDINATOR

SIGNATURE OF SECTION 3 COORDINATOR — DATE

Erica Fields

INTERIM HRC EXECUTIVE DIRECTOR

SIGNATURE OF INTERIM EXECUTIVE DIRECTOR — DATE

REPRESENTATIVE OF AWARDING DEPARTMENT

SIGNATURE OF DEPARTMENT REPRESENTATIVE — DATE

Shelley Dickstein

CITY MANAGER

SIGNATURE OF CITY MANAGER — DATE

ADDENDUM NO. 1

2018 ALLEY ASPHALT RESURFACING
(10% HUD SECTION 3 PARTICIPATION GOAL)
(FEDERAL CONSTRUCTION FUNDS)

JUNE 19, 2018

TO ALL BIDDERS:

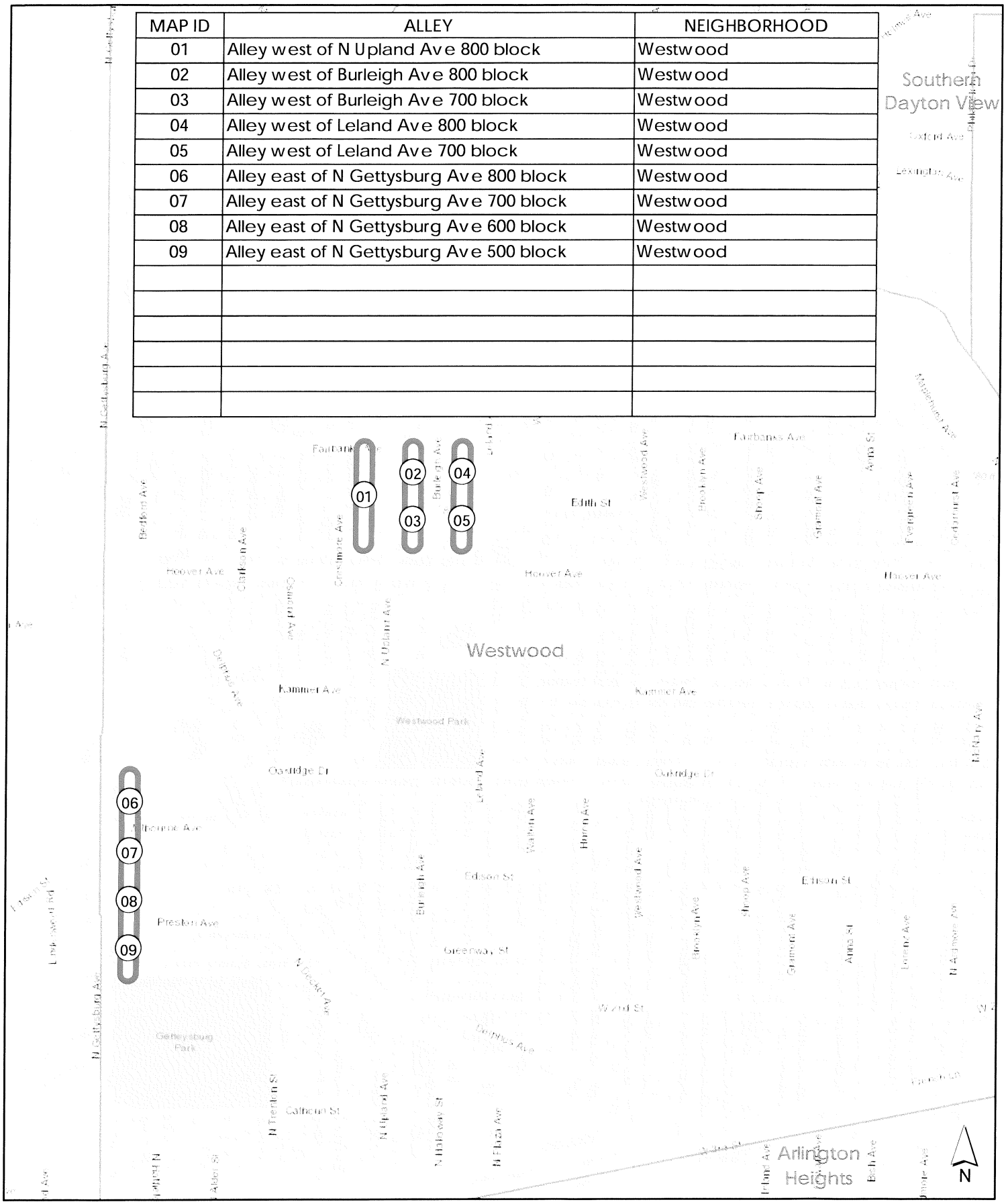
This addendum is issued to clarify and/or modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Bids" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City.

ITEM NO. 1

Clarification: Those wishing to bid on this project as a Prime contractor are not required to attend the Pre-Bid Conference.

MAP ID	ALLEY	NEIGHBORHOOD
01	Alley west of N Upland Ave 800 block	Westwood
02	Alley west of Burleigh Ave 800 block	Westwood
03	Alley west of Burleigh Ave 700 block	Westwood
04	Alley west of Leland Ave 800 block	Westwood
05	Alley west of Leland Ave 700 block	Westwood
06	Alley east of N Gettysburg Ave 800 block	Westwood
07	Alley east of N Gettysburg Ave 700 block	Westwood
08	Alley east of N Gettysburg Ave 600 block	Westwood
09	Alley east of N Gettysburg Ave 500 block	Westwood



Alley Location

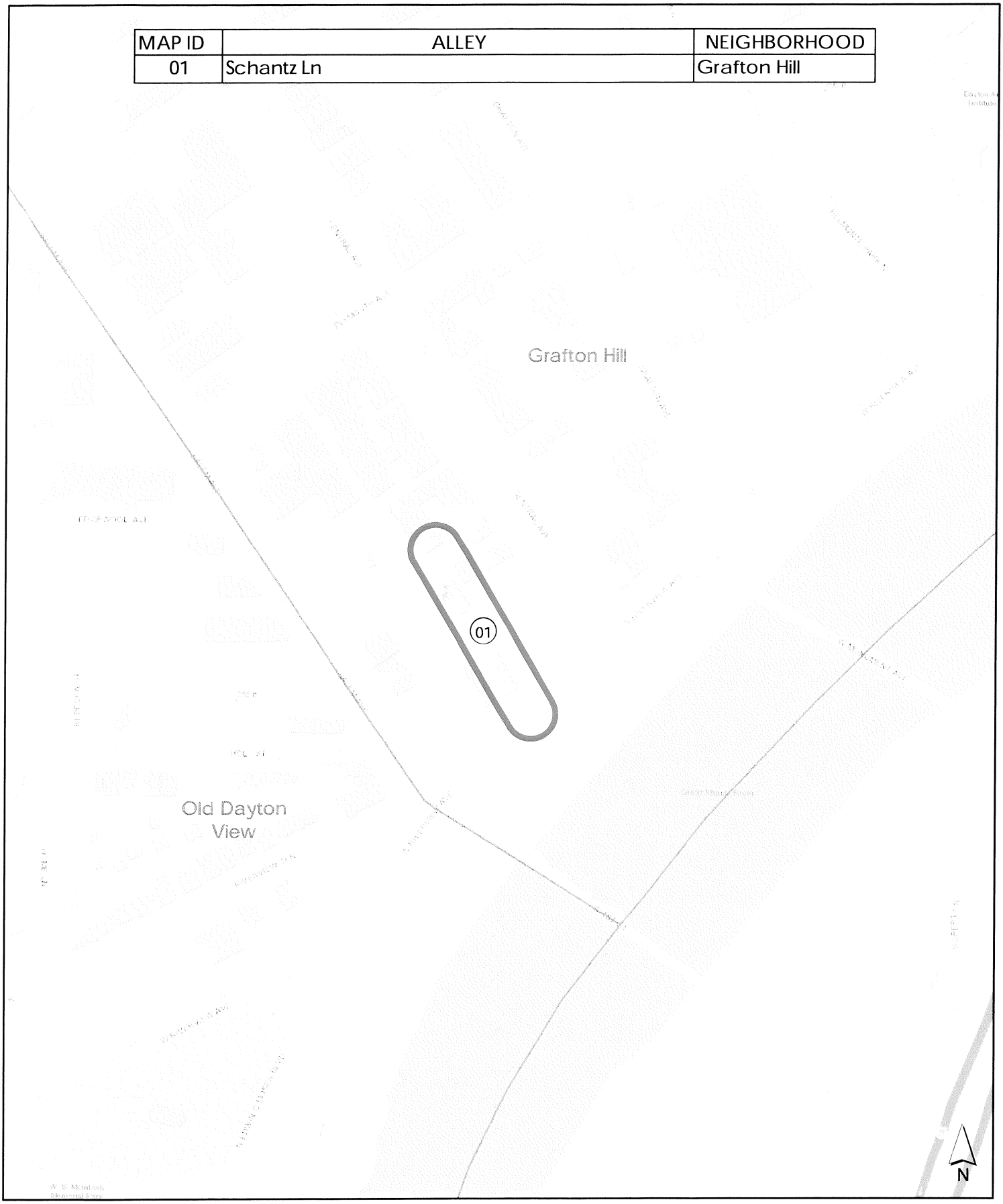
Alley to Resurface

2020 Alley Resurfacing

Westwood Neighborhood

DAYTON

MAP ID	ALLEY	NEIGHBORHOOD
01	Schantz Ln	Grafton Hill



Alley Location

Alley to Resurface

2020 Alley Resurfacing

Grafton Hill Neighborhood

DAYTON

MAP ID	ALLEY	NEIGHBORHOOD
01	Alley north of Bellefontaine Ave 2000 block	Old North Dayton
02	Alley north of Stegman Ave 2000 block	Old North Dayton
03	Alley north of Leo St 1800 block	Old North Dayton
04	Alley north of Leo St 1900 block	Old North Dayton
05	Alley east of Alaska St 400 block	Old North Dayton
06	Alley north of Walters St 1900 block	Old North Dayton

Alley Location

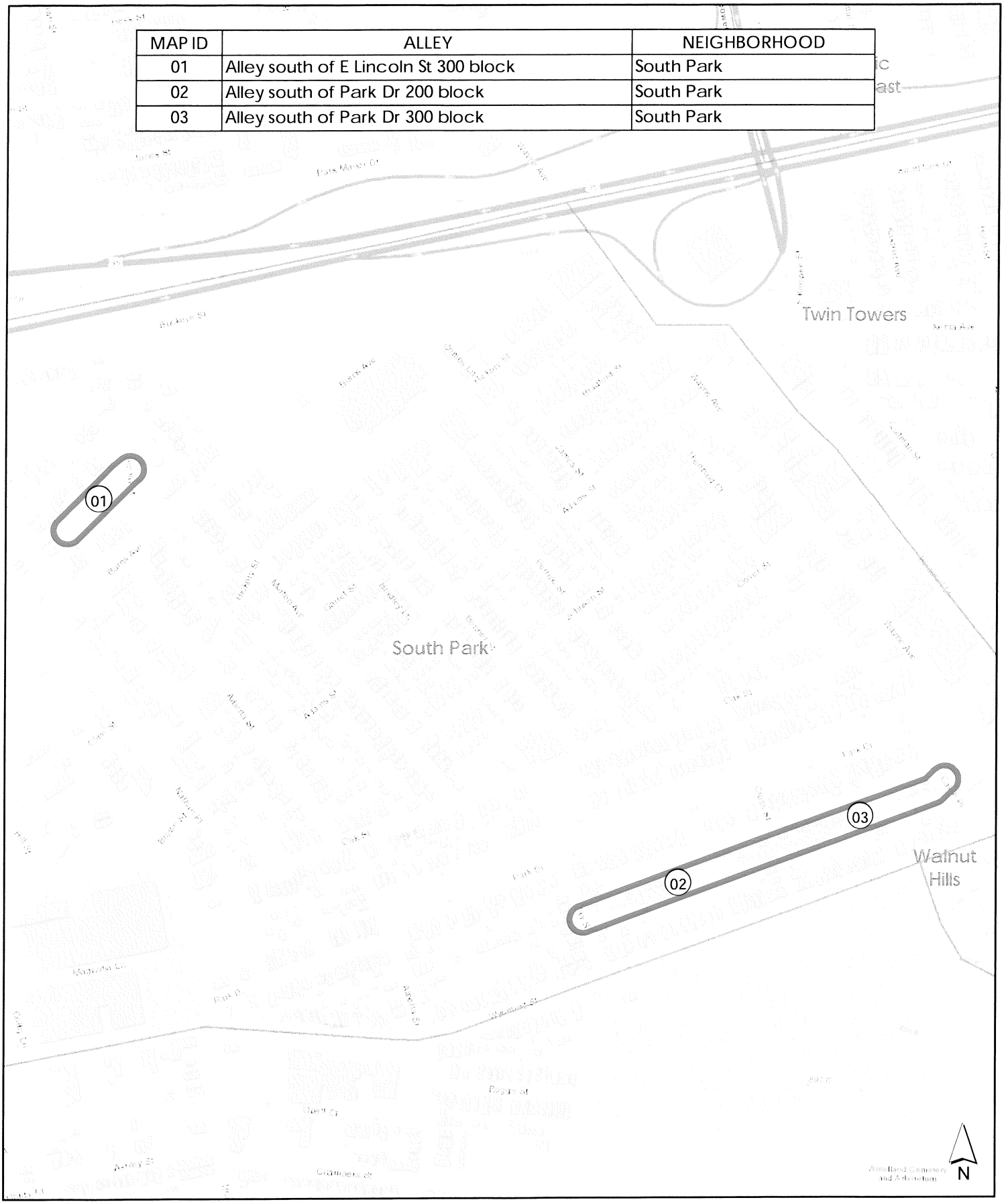
Alley to Resurface

2020 Alley Resurfacing

Old North Dayton Neighborhood

DAYTON

MAP ID	ALLEY	NEIGHBORHOOD
01	Alley south of E Lincoln St 300 block	South Park
02	Alley south of Park Dr 200 block	South Park
03	Alley south of Park Dr 300 block	South Park



Alley Location

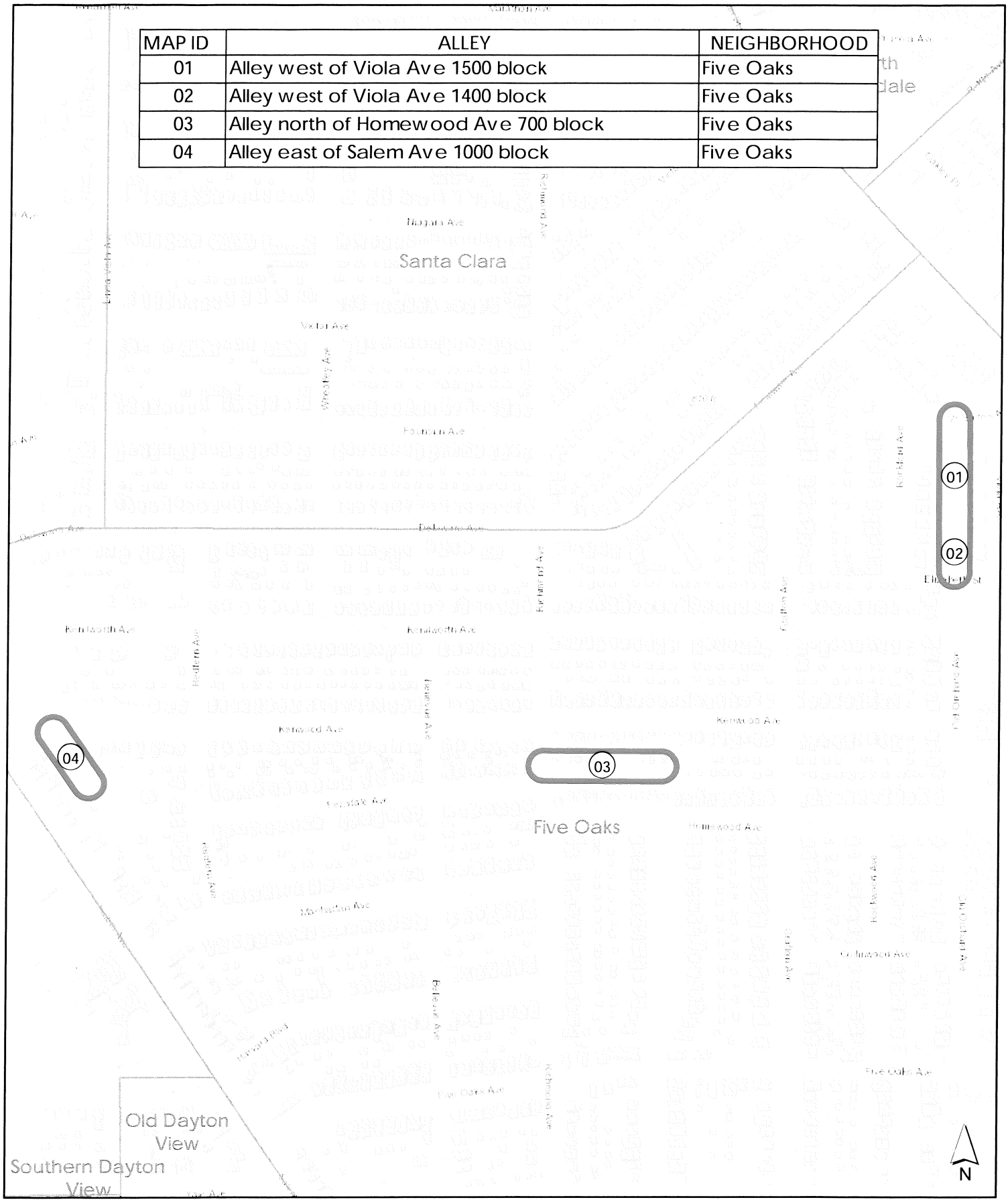
Alley to Resurface

2020 Alley Resurfacing

South Park Neighborhood

DAYTON

MAP ID	ALLEY	NEIGHBORHOOD
01	Alley west of Viola Ave 1500 block	Five Oaks
02	Alley west of Viola Ave 1400 block	Five Oaks
03	Alley north of Homewood Ave 700 block	Five Oaks
04	Alley east of Salem Ave 1000 block	Five Oaks



Alley Location

Alley to Resurface

2020 Alley Resurfacing

Five Oaks Neighborhood

DAYTON

BACK

City Manager's Report

7.

From **2600 - Economic Development**

Date **September 30, 2020**

Expense Type **Development Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$**100,000.00 thru 6-30-2026

Name **Battle Sight, LLC**

Address **714 Monument Avenue, Suite 120**
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Development Fund	16300-2600-1224-41	$20,000.00
Montgomery County ED/GE	28310-2600-1224-41-EDG084	$80,000.00

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

Description

Development Agreement

The Department of Economic Development requests approval to enter into a Development Agreement with Battle Sight, LLC.

The City's incentive for the project consists of a Montgomery County Economic Development/Government Equity Program (ED/GE) grant in the amount of $80,000.00 and a City grant of $20,000.00 from the Development Fund. The 2019 ED/GE grant was accepted by the Dayton City Commission on March 11, 2020. Funds will be disbursed to the company upon receipt of a properly documented request for reimbursement of eligible expenses. The incentives are necessary to address gap funding related to constructing tenant improvements, relocation expenses and other associated costs.

The Agreement will commence upon execution and expire on June 30, 2026. The Agreement includes a "clawback" provision, in the event that the pledged payroll growth is not achieved.

The goal of the incentives is to assist the business's growth and relocation to 601 East Third Street. The total project cost is estimated at Nine Hundred Thousand Dollars and Zero Cents ($900,000.00) for capital improvements/renovations, equipment, furnishings, and relocation. The company is pledging to create approximately 25 new jobs and retain 5 existing jobs over the next five years.

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

Two Certificates of Funds and a map are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

MEMORANDUM | DAYTON

September 17, 2020

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

LaShea Lofton, Director
Finance Department

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

SUBJECT: Request for Certificate of Funds – Battle Sight LLC

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

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

FPW/cjl

CERTIFICATE OF FUNDS

CT20-2642

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	6/30/2026
Original Commission Approval	$ 20,000.00
Initial Encumbrance	$ 20,000.00
Remaining Commission Approval	$ -

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

Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Amount: $ 20,000.00

Fund Code 16300 (Fund) - 2600 (Org) - 1224 (Acct) - 41 (Prog) - ____ (Act) - ____ (Loc)

Amount: ____

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount: ____

Fund Code XXXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Amount: ____

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Battle Sight, LLC

Vendor Address: 714 Monument Avenue, Suite 120 (Street) Dayton (City) Ohio (State) 45402 (Zipcode + 4)

Federal ID: 82-2377773

Commodity Code: 91849

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

Contact Person: Jill Bramini Economic Development (Department/Division) 9/16/2020 (Date)

Originating Department Director's Signature: Amy Wolfridge for FPW

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 appropirated 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 9/22/2020 (Date)

Tamika Williams 9/22/2020 (Date) CT20-2642 (CF/CT Number)

CF Prepared by

CERTIFICATE OF FUNDS

CT20-2643

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

x New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	upon execution
Expiration Date	6/30/2026
Original Commission Approval	$ 80,000.00
Initial Encumbrance	$ 80,000.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

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: $ 80,000.00

Fund Code 28310 - 2600 - 1224 - 41 - EDG084 - ____
Fund Org Acct Prog Act Loc

Amount: ____

Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount: ____

Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Amount: ____

Fund Code XXXXX - XXXX - XXXX - XX - XXXX - XXXX
Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: Battle Sight, LLC

Vendor Address: 714 Monument Avenue, Suite 120 Dayton Ohio 45402
Street City State Zipcode + 4

Federal ID: 82-2377773

Commodity Code: 91849

Purpose: ED/GE agreement to assist with an expansion of business operations. using 2019 ED/GE Allocation

Contact Person: Jill Bramini Economic Development 9/16/2020
Department/Division Date

Originating Department Director's Signature: Amy Wolcott for FPW

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 appropirated 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.

C. L. Litton 09/22/2020
Finance Director Signature Date

Tonika Williams 09/22/2020 CT20-2643
CF Prepared by Date CF/CT Number

VB 9-21-20

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City"), and Battle Sight, LLC, a limited liability company in the State of Ohio, currently located at 714 East Monument Avenue, Suite 120, Dayton, Ohio 45402 ("Company").

WITNESSETH THAT:

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

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

WHEREAS, The Project (as described herein) will create approximately twenty-five (25) new full-time equivalent jobs and retain approximately five (5) full time equivalent jobs while improving and expanding operations at the Facility, as defined below; and,

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

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

ARTICLE 1. DEFINITIONS.

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

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

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

ED/GE Grant. A grant provided hereunder by the Montgomery County Economic Development/Government Equity ("ED/GE") program, in the amount of Eighty Thousand Dollars and Zero cents ($80,000.00), to assist the Company in the creation and/or retention of jobs in the City of Dayton by reimbursing the cost of those Eligible Project Costs that are capital improvements.

Eligible Project Costs. The expenses actually incurred during the term of this Agreement for and/or the value of (i) capital improvements to the Facility; (ii) the cost of acquiring the

machinery and equipment for the Facility, (iii) moving/relocation expenses, and (iv) technology and telecommunications hardware.

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

Facility. The Company's operations located at 601 East Third Street, Dayton, OH 45402, including approximately five thousand (5,000) square feet of renovated tenant space for office, research and production operations.

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

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

Machinery and Equipment. Expenditures for the acquisition, delivery and installation of specialized machines, tools or other equipment for the production of goods and materials.

New Job. Any full-time equivalent position not yet in existence in the City of Dayton as of January 1, 2020 that will be created and filled by Company.

Project Grant. The total grant amount including funds awarded by the Montgomery County, Ohio, ED/GE program and the City of Dayton Development Grant

ARTICLE 2. PROJECT.

Company will invest or cause to be invested approximately Nine Hundred Thousand Dollars and Zero Cents ($900,000.00) in capital improvements/renovations (the "Project Costs") to expand their existing business operations ("Project").

Company shall commence the Project within one hundred eighty (180) days of Agreement execution and complete the Project on or before December 31, 2022, unless such commencement and/or completion date(s) is/are extended upon mutual written agreement between the parties to this Agreement. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

ARTICLE 3. FUNDING.

The City of Dayton is the recipient of an ED/GE Grant for the Project on behalf of Battle Sight in the amount of up to Eighty Thousand Dollars and Zero Cents ($80,000.00) The City has entered into an agreement with Montgomery County setting forth the regulations for complying with the ED/GE Grant and utilizing the ED/GE Grant ("ED/GE Grant Agreement" attached hereto as **Exhibit A**), and the terms of the ED/GE Grant Agreement are incorporated herein. This

portion of the Project Grant is restricted to reimbursement of documented expenditures of Eligible Project Costs for the Project's Capital Improvements.

City will also provide Company a Development Grant from the City's Development Fund in an amount of up to Twenty Thousand Dollars and Zero Cents ($20,000.00). This portion of the Project Grant is restricted to reimbursement of documented Eligible Project Costs excluding Capital Improvements.

The ED/GE Grant and the Development Grant provide a total of up to One Hundred Thousand Dollars and Zero Cents ($100,000.00) (hereinafter collectively referred to as the "Project Grant").

The Project Grant represents approximately Eleven and Eleven One-Hundredths percent (11.11%) ("Reimbursement Percentage") of the total Project Costs contemplated in Article 2 above. The City shall not disburse funds for the reimbursement of Eligible Project Costs at a proportion in excess of the Reimbursement Percentage. Company is solely responsible for any and all Project Costs and other expenses in excess of the funding provided by City hereunder. Company shall comply with all applicable laws and regulations and pay, if applicable, state and local prevailing wage rates.

Company shall use the Development Grant for reimbursement of Eligible Project Costs actually and directly incurred by Company during the term of this Agreement. Reimbursement of Eligible Project Costs related to the Development Grant shall be on a dollar for dollar (i.e. 100% of costs) basis and are not subject to the Reimbursement Percentage. Company shall submit its initial Request for Disbursement of the Project Grant at its discretion, and no more frequently than quarterly thereafter, utilizing a form substantially similar to that attached hereto and incorporated as **Exhibit B**. The final Request for Disbursement shall be submitted no later than ninety (90) days following completion of the Project. All Requests for Disbursement shall include documentation setting forth the Project Costs incurred from December 17, 2019 throughout the term of this Agreement and specify the Eligible Project Costs. This documentation shall include the period during which the Project Costs and Eligible Project Costs were incurred, the total amount of the disbursement requested, details regarding the work and/or services performed, evidence of payment of the of the Project Costs and Eligible Project Costs, and such records, information, and/or documentation to substantiate the Project Costs and Eligible Project Costs. Appropriate City personnel will verify the Eligible Project Costs and Project Costs. Unless disputed, and subject to the Reimbursement Percentage, City will disburse payment within forty-five (45) days from receipt of the Request for Disbursement.

ARTICLE 4. EMPLOYMENT AND WAGE WITHHOLDING TAXES COMMITMENT

A. Income Tax Withholding Taxes Due to City. The parties acknowledge and understand that Company's commitment to grow Dayton's tax base by creating and/or retaining job in the City of Dayton is the consideration upon which this Agreement is based. Company therefore agrees that by establishing and maintaining the employment figures as contemplated, Company shall pay annual minimum income taxes (based on the current 2.50% applicable tax rate) to City from Company's employee wages subject to withholding in the amounts stated below ("Committed Employee Wage Withholding Taxes") each year.

Year of Agreement	Estimated Number of Employees as of December 31	Committed Employee Wage Withholding Taxes to be Paid**
2021	6	$ 9,375.00
2022	9	$11,250.00
2023	12	$16,875.00
2024	21	$22,500.00
2025	30	$39,375.00

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

For any year after the Development Grant is distributed in which the annual wage withholding taxes paid to City by Company fall below the amount stated in the "Committed Employee Wage Withholding Taxes to be Paid" for the corresponding year, Company shall pay all such deficiencies to the City by no later than April 30, 2026. [By way of example, if the total amount of wage withholding taxes paid by Company to City in 2021 is $9,000.00, Company shall pay the deficiency of $375.00 to City no later than April 30, 2026.] The Company however shall not be required to pay in total more than Project Grant paid to the Company pursuant to this Agreement.

B. Credit for Income Tax Withholding. For any given year, Company shall not receive a monetary credit for exceeding the amount of wage withholding taxes paid to City. [By way of example, if Company pays the City $10,000.00 in wage withholding taxes in 2021, it will ***not*** receive a monetary credit of $625.00 for exceeding the projected figure of $9,375.00] The wage withholding taxes paid by Company for each year of this Agreement must stand on its own.

ARTICLE 5. SPECIFIC CONDITIONS.

A. Company shall comply with all applicable federal, state, and local laws, including applicable prevailing wage laws, rules, regulations, and orders governing receipt and use of municipal and other public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. Company shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Company shall establish and maintain a working relationship with City-designated job placement and employment organizations, including the Montgomery County Job Center, to

assist with employment recruitment and satisfaction of the employment commitment set forth above. In satisfying the New Job portion of the employment commitment set forth above, Company shall submit a listing of all available employment positions to Montgomery County Job Center or other job referral and placement agencies.

C. Company shall make every reasonable effort to hire residents of the City of Dayton to fill the new employment positions to be created hereunder.

D. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Economic Development, for payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

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

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

MBE 17%
SBE: 5%
WBE 5%

F. Counting Toward Goals.

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

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

performed while the company's PEP certification was active shall count toward the Project's PEP Participation Goals.

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

G. If it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records relating to its obligations under this Agreement.

H. Company agrees to supply additional information upon request by the City of Dayton to verify its compliance with the terms of this Agreement and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 6. TERM AND TERMINATION.

This Agreement shall commence upon execution by City and it shall expire on June 30, 2026, unless extended to a later date by amendment of earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

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

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

ARTICLE 7. INDEMNIFICATION.

Company shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Company, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Company's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 9. POLITICAL CONTRIBUTIONS.

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

ARTICLE 10. RECORDS AND RETENTION.

Company shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the Project. All costs and expenditures for the Project for which Company will be reimbursed hereunder shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Company shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement and the Project. Company shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Company and made available for review by City, the Auditor of the State of

Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of three (3) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Company shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

ARTICLE 11. TAX REPRESENTATION.

Company certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Company currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Company filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 12. GENERAL PROVISIONS.

A. Conflict of Interest. Company represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Company further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

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

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

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

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

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

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

G. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.

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

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

For Company:
Nicholas Ripplinger
Battle Sight, LLC.
714 East Monument Avenue
Suite 120
Dayton, Ohio 45402

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed

severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

BATTLE SIGHT, LLC.

By: _____

Print name: Nicholas R. Ripplinger

Its: President

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

9/15/2020

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia

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

_____, 2020

Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

EXHIBIT B

City of Dayton
Department of Economic Development
Request for Disbursement

DATE _____ VENDOR/ORGANIZATION _____

AMOUNT REQUESTED _____

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

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

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

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

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

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

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

ADDITIONAL INFORMATION:

_____

_____

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

Submitted by:

Signature: _____

Title: _____

Phone: _____

Email: _____

Alternative contact for further information if applicable:

_____	_____
Name	Title
_____	_____
Email	Phone

19-1666

RESOLUTION NO. 19-1666
DECEMBER 17, 2019

RESOLUTION APPROVING THE FALL 2019 ECONOMIC DEVELOPMENT PROJECT FUNDING RECOMMENDATIONS FOR THE MONTGOMERY COUNTY ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE) PROGRAM.

WHEREAS, pursuant to the terms of the Economic Development/Government Equity (ED/GE) agreements entered into by the Board of County Commissioners and participating local governments, an ED/GE Advisory Committee was created; and

WHEREAS, that Advisory Committee has reviewed ED/GE project funding applications and recommended to the Board of County Commissioners of Montgomery County, Ohio, a package of economic development funding recommendations for the Fall 2019 ED/GE Program (Exhibit A); and

WHEREAS, pursuant to Ohio Revised Code, Section 307.07, the Economic Development Director of Montgomery County, Ohio has been appointed in order to design, implement, oversee and evaluate economic development programs and policies in the County; and

WHEREAS, the Economic Development Director has evaluated the attached recommendations of the ED/GE Advisory Committee and finds that those recommendations are consistent with the ED/GE Program guidelines and criteria;

NOW, THEREFORE, BE IT RESOLVED that the Fall 2019 economic development project funding for the Montgomery County Economic Development/Government Equity (ED/GE) Program, be and is hereby approved.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this resolution and make an imaged copy of this resolution available on the Montgomery County, Ohio website at http://www.mcohio.org.

RESOLUTION NO: 19-1666
DECEMBER 17, 2019

CERTIFICATE

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

Ms. Dodge, aye; Mrs. Rice, aye; Mrs. Lieberman, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 17th day of December, 2019.

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

Emily Bradford

Emily Bradford, Clerk
Board of County Commissioners
Montgomery County, Ohio

EXHIBIT A
PRIMARY ECONOMIC DEVELOPMENT PROJECTS

JURISDICTION	NAME OF PROJECT	AMOUNT FUNDED
City of Brookville	Provimi Renovation	$40,000
City of Centerville	Centerville Place	$315,000
City of Dayton	Battle Sight	$80,000
City of Dayton	Epix Tube	$250,000
City of Dayton	Mile Two	$100,000
City of Dayton	Oregon East Parking Garage	$125,000 (2019) $125,000 (2020)
City of Germantown	The Dupps Company	$200,000
City of Miamisburg	Technicote	$33,000
City of Vandalia	Project Bugatti	$450,000
Miami Township	Project Volta	$200,000

By: Mr. Joseph No 6477-20

A RESOLUTION

Authorizing the City Manager to Enter into An Intergovernmental Agreement Between the City of Dayton and the Montgomery County, Ohio, and Declaring an Emergency.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and,

WHEREAS, The Board of Commissioners of Montgomery County, Ohio ("Board") desires to provide Eighty Thousand Dollars and Zero Cents ($80,000.00) to the Battle Sight Project as part of local funding to enhance the local area's ability to compete successfully in a global economic marketplace by providing a significant fund of grant dollars to attract and retain jobs and tax base; and,

WHEREAS, The City of Dayton supports the project and believes it is in the best interest of the City of Dayton to enter into Intergovernmental Agreement regarding the grant funding being provided by the Montgomery County; and,

WHEREAS, To provide for the timely acceptance of the grant funds and allow for the commencement of the projects, and for the immediate preservation of the public peace, property, health and safety, it is therefore necessary that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City Manager, or her designee, is authorized on behalf of the City of Dayton to execute any and all documents or agreements necessary to accept the funding awarded by the Board for the following project(s) and in the following amount:

Battle Sight Project	$80,000.00

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION March 11, 2020

SIGNED BY THE MAYOR March 11, 2020

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

2019
MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE)
PROGRAM PROJECT AGREEMENT

THIS AGREEMENT is entered into on the date(s) at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, Montgomery County Administration Building, 451 West Third Street, Dayton, Ohio 45422, hereinafter referred to as the "Board," and the **CITY OF DAYTON**, MONTGOMERY COUNTY, OHIO, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, O.R.C. Section 307.07 grants the Board the authority to create an Office of Economic Development and to appoint a person to act as Director of said Office, referred to hereinafter as the Director; and

WHEREAS, O.R.C. Section 307.07 further constitutes a grant of authority to the Board to become actively involved in the development and execution of economic development in Montgomery County, Ohio; and

WHEREAS, on or about June 4, 1991, and pursuant to O.R.C. Section 307.07, the Board did create a Montgomery County Office of Economic Development and did appoint a Director of same; and

WHEREAS, O.R.C. Section 307.07 further authorizes the Board to use a portion of its sales tax revenues for the purpose of furthering and fostering economic development in Montgomery County, Ohio; and

WHEREAS, O.R.C. Section 307.07(B)(3) authorizes the Director, with the approval of the Board, to enter into Agreements with federal, state and local governmental agencies for the purpose of carrying out economic development functions of the Board relative to economic development; and

WHEREAS, the Board and the Participant are desirous of mutually cooperating in the funding of an economic development project situated within the boundaries of the **CITY OF DAYTON** Montgomery County, Ohio, known as the **BATTLE SIGHT** Project, hereinafter referred to as the "Project;" and

WHEREAS, the Board is willing to use some of its sales tax revenues to foster same; and

WHEREAS, the Board has been advised by the Director that the Project properly qualifies as an economic development project in the Montgomery County area; and

WHEREAS, the Participant has supplied the Board with proof that it possesses sufficient statutory/legal authority and management capability needed to assume the primary administration of the Project; and

WHEREAS, on **DECEMBER 17, 2019** by **Resolution #19-1666**, the Board awarded the **CITY OF DAYTON** an amount not to exceed **$80,000** or **8.9%** of total project cost, from the 2019 Primary Economic Development Fund, to provide funding support for the **BATTLE SIGHT** Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound,

agree as follows:

1. The Participant agrees to assume the responsibility of administering the Project, which project is found specifically identified in the Scope of Work, which scope is attached hereto and made a part hereof as Exhibit "A," and a budget document for said project, which budget is attached hereto and made a part hereof, as Exhibit "B". The Board agrees to tender to the Participant the sum of **EIGHTY THOUSAND DOLLARS ($80,000)** or **EIGHT AND NINE TENTHS PERCENT (8.9%)** of total project cost, whichever is less, of the Board's 2019 sales tax revenue to assist the Participant in conducting the Project.

2. The Participant agrees that the Board's sales tax revenues referred to in paragraph 1, above, will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of Board's said sales tax revenues be used for any purpose other than that of the Project, the Participant will repay the Board the amount improperly expended, and will do so within fourteen (14) calendar days of written notice to it by the Board that such an improper expenditure has occurred, stating therein the amount which the Board believes has been misapplied.

3. Upon execution of this Agreement by both parties and certification by the Montgomery County Auditor, the Board agrees to tender the amount identified in paragraph 1 hereof to the Participant on a regular reimbursement basis as more fully explained in this paragraph. The Participant agrees to supply the Board with regular statements, or invoices, indicating therein the amount of monies expended by the Participant in the furtherance of the Project, this statement, or invoice, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment. The Board will, within thirty (30) calendar days of the receipt of such a

statement, or invoice, reimburse the Participant the amount stated in the Participant's statement or invoice. Should the Board be of the opinion that any amount of monies identified in the Participant's invoice was expended for purposes other than the furtherance of the Project, the Board may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the Board, through its Office of Economic Development, has the authority to meet with the contractor, person or business entity employed by the Participant for the Project, and review documentation as it deems necessary to determine that the Board's sales tax revenues are being expended for Project purposes.

4. The Participant agrees that the Board's sales tax revenues are to be expended by the Board in its sole discretion, and that the Board's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the Board's sales tax revenues.

5. The Participant acknowledges that ED/GE funds shall not be used for the direct benefit of institutional users such as colleges, universities, or hospitals.

6. The Participant acknowledges that if it is found that ED/GE funds were used for the direct benefit of institutional users, Montgomery County may require that the spent ED/GE funds be returned in full to Montgomery County, and the remainder of the ED/GE award shall be closed, and funds will be re-incorporated to the ED/GE fund for future projects.

7. The Participant acknowledges that part of the consideration for this Agreement emanates from the Board's sales tax revenues, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the Board, the Montgomery County, Ohio Auditor and/or the Ohio Bureau of Inspection and Supervision of Public Offices (State Auditor's Office) is legally authorized to inspect and make copies of the Participant's books and audit the

receipt and expenditure of said consideration. The Participant, therefore, agrees to allow either the Board, the Montgomery County, Ohio Auditor or his representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the Board, the Montgomery County, Ohio Auditor or his representative, the State Auditor's Office or its representative, the books/financial records concerning the Participant's receipt and expenditure of the economic development funding received by the Participant pursuant to the Agreement.

8. The Participant agrees that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Participant must notify the Board, in writing, of its intent to destroy said records. The Board reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Participant in writing, otherwise, the Board will issue to the Participant a written Certificate of Records Disposal, it being understood that no records in the Participant's possession will be destroyed until the Participant has received a Certificate of Records Disposal. The Participant also agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

9. The Participant agrees that, upon completion of said Project, Participant will deliver to the Board's Director of Economic Development a report certifying the Participant's expenditures for the total Project, including ED/GE funds and all other financial sources. In addition, the Participant agrees to provide to the Board's Director of Economic Development, upon the

Director's request and at such intervals as requested by the Director, but not to exceed three years, a report certifying the jobs created/retained and the tax base enhanced/retained as a direct result of the Project.

10. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program and constitutes a distribution to the Participant thereunder. The parties agree that use of the funds distributed hereunder is subject to all terms and conditions of the Economic Development/Government Equity Participation Agreement previously entered into between the parties hereto.

11. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

12. During the performance of this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Participant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to

anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

13. Either party may terminate this Agreement by serving written notice on the other party at least fourteen (14) calendar days before the effective date of such termination as is mentioned in the notice.

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

15. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

16. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

17. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of April, 2020

Signed and acknowledged
in the presence of:

_____
Witness

_____
Witness

Emily Bradford
Witness

Emily Bradford
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

By: _____

By: _____

By: _____

OR

By: MBC
Michael B. Colbert
County Administrator

AND

By: ESC
Erik S. Collins, Director
Community & Economic Development

AND

City of Dayton
Name of Jurisdiction

101 W Third St.
Address

Dayton OH 45402
City State Zip

By: Shelly Dickstein

Title: City Manager

APPROVED AS TO FORM AND CORRECTNESS

CITY ATTORNEY

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
BY: _____
Assistant Prosecuting Attorney
DATE: 1/13/20

EXHIBIT A
Work Program

Jurisdiction: CITY OF DAYTON

Project: BATTLE SIGHT

This project will allow Battle Sight Technologies, a developer of specialty products for the defense, first responder and emergency management industries, to establish 5,000 square feet of offices in the new Manhattan Building at 601 East Third Street in downtown Dayton to expand research, development, and manufacturing of their products. Expanded operations will result in the creation of 25 jobs and retention 5 jobs. Funds will be used for office buildout.

Project Tasks:	Start Date:	End Date:
Design	Jul-19	Dec-19
Tax Credit Award	Aug-19	Dec-19
Close Financing	Feb-20	Feb-20
Construction	Feb-20	Dec-20

EXHIBIT B
Budget

Jurisdiction: CITY OF DAYTON

Project: BATTLE SIGHT

Sources:	Amount:
ED/GE	$ 80,000.00
Equity/Private Financing	$ 400,000.00
City of Dayton	$ 20,000.00
Buildout Allowance	$ 400,000.00
	Total: $ 900,000.00

Uses/Expenses:	ED/GE	
Construction	☑	$ 650,000.00
Machinery and Equipment	☐	$ 250,000.00
	☐	
	☐	
	Total:	$ 900,000.00

It is expressly understood by the Board and the Participant that the Board will reimburse to the Participant only **$80,000**, or **8.9%** of total project cost, whichever is less. All costs, including those relating to salaries and benefits, shall be supported by documentation sufficient to support any claim for reimbursement under this Agreement.

Karl Keith
MONTGOMERY COUNTY AUDITOR
SERVICE > INTEGRITY > INNOVATION

601 East Third Street

DISCLAIMER:
This map is a visual presentation of data to be used as a public resource of general information and is provided strictly as a courtesy. The Montgomery County Auditors Office makes no warranty, representation, or guaranty as to the content, accuracy, timeliness, or completeness of any information provided herein. Furthermore The Montgomery County Auditors Office shall assume no liability for:
1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or
2. Any decision made or action taken or not taken by the reader in reliance upon any information furnished hereunder.

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

1 inch = 100 ft

N
W E
S

GIS DEPARTMENT

BACK

8.

City Manager's Report

From **2340 - Planning & CD / Land Use Administration**

Date **September 30, 2020**

Expense Type **Other**

Supplier, Vendor, Company, Individual

Total Amount **$15,000.00**

Name **St. Peter Partners, LLC dba The Dayton Steam Plant**

Address **4548 Royal Ridge Way**
Kettering, Ohio 45429

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Coronavirus Aid, Relief, and Economic Security (CARES) Act	28133-9980-1385-99-CRF07	$15,000.00

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

Description

Dayton CARES Act Small Business Capital Grant Agreement – St. Peter Partners, LLC dba The Dayton Steam Plant

The Department of Planning and Community Development requests approval to enter into a Grant Agreement with St. Peter Partners, LLC dba The Dayton Steam Plant to disburse funds in support of capital expenses incurred while meeting COVID-19 health and safety requirements. These funds will help the local small business purchase new air circulation and purification equipment and outdoor furniture and fixtures. This grant is funded by the City of Dayton's CARES Act allocation and will help The Dayton Steam Plant alter its operations so that it may operate safely while meeting CDC health requirements for social distancing. The City is awarding a $15,000.00 grant that must be expensed by November 20, 2020.

This Agreement shall commence upon execution and it shall terminate on November 30, 2020.

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

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

Signatures/Approval

Tony Kroeger
Tony Kroeger (Sep 25, 2020 10:40 EDT)
Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 1/2019

CERTIFICATE OF FUNDS

CF020-173

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract _____ Renewal Contract _____ Change Order

Contract Start Date	09/30/20
Expiration Date	11/30/20
Original Commission Approval	$ 15,000.00
Initial Encumbrance	$ 15,000.00
Remaining Commission Approval	$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	

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: $ 15,000.00

Fund Code 28133 (Fund) - 9980 (Org) 1385 (Acct) - 99 (Prog) - CRF07 (Act) - XXXX (Loc)

Amount: _____

Fund Code XXXX (Fund) - XXXX (Org) - XXXX (Acct) - XX (Prog) - XXXX (Act) - XXXX (Loc)

Attach additional pages for more FOAPALs

Vendor Name: St. Peters Partners dba The Dayton Steam Plant

Vendor Address: 4548 Royal Ridge Way, Kettering, Ohio 45429
Street City State Zip code + 4

Federal ID: 47-4155698

Commodity Code: 99846

Purpose: Grant award to fund necessary expenses that adress the physical alterations required due to the COVID19 health crisis including captial health and safety improvements or expansions that support social distancing.

Contact Person: Susan Vincent, ext 3683 | Planning & Community Development (Department/Division) | 9/16/2020 (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.

C. LaShea Smith
Finance Director Signature

9/21/2020
Date

Jonas Williams
CF Prepared by

9/18/2020
Date

CF020-173
CF/CT Number

SA 09/17/2020

CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT

THIS CARES ACT SMALL BUSINESS CAPITAL GRANT AGREEMENT ("Agreement") is made and entered into between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("City"), and **ST. PETER PARTNERS, LLC DBA THE DAYTON STEAM PLANT**, an Ohio limited liability company ("Recipient").

WITNESSETH THAT:

WHEREAS, The City is in receipt of funding under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and wants to support local businesses who have been directly impacted by COVID-19 by making grants available for capital expenses (such as constructing new outdoor eating areas or altered interior customer areas) which are required to allow customer-facing businesses to continue to operate during this health crisis; and,

WHEREAS, The City instituted a program that would allow small businesses to apply for some of the funding provided to the City under the CARES Act; and,

WHEREAS, Recipient applied for and has been awarded a City of Dayton CARES Small business Capital Grant ("City Grant") in the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00); and,

WHEREAS, The City believes it is in its best interest to award Recipient a City Grant.

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

ARTICLE 1. RECIPIENT.

St. Peter Partners, LLC dba The Dayton Steam Plant is a locally-owned Dayton, Ohio small business that offers large and small spaces for rentals and events.

ARTICLE 2. PAYMENT.

City will provide Recipient a City Grant in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) ("Grant Amount") within three (3) weeks of the full execution of this Agreement.

Recipient hereby acknowledges and agrees that is shall only use the City Grant for Eligible Expenses, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the City.

ARTICLE 3. ELIGIBLE EXPENSES AND REPORTING.

The City and Recipient agree that the following items shall be considered "Eligible Expenses" that Recipient may use the City Grant for:

1) Necessary capital costs associated with altering operational spaces to accommodate new social distancing requirements due to the COVID-19 crisis;
2) Required capital expenses may include physical improvements that will allow local businesses to meet new health and safety requirements due to the COVID-19 crisis including

new permanent outdoor eating areas, temporary installations (such as a pop-up patio), and/or rental equipment or furniture to furnish new spaces; or,

3) Any of the eligible expenses further identified in Exhibit A.

Recipient shall provide the City with supporting documentation in accordance with, and in the proper form of, Exhibit B attached hereto and incorporated herein. All supporting documentation requesting in Exhibit B shall be attached at the time of submission and the City retains the right to ask Recipient for any additional documentation as necessary to satisfy this requirement and Recipient agrees to comply with said request. Failure to satisfy this requirement shall be considered a breach of this Agreement and the City shall have the right to pursue Recipient accordingly.

In the event there is a question about whether an expense is an Eligible Expense, Recipient shall reach out to the City for clarification prior to spending any funds on the expense in question. Ineligible expenses include, but are not limited to operational costs such as rent/mortgage payments, payroll, and personal protection equipment.

ARTICLE 4. TIMELINE.

Recipient hereby acknowledges and agrees that all Eligible Expenses will be incurred by November 20, 2020. Failure to incur the expenses by November 20, 2020 shall result in the return of all non-expensed funding to the City within five (5) business days.

ARTICLE 5. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

1) Recipient is a locally owned, for-profit business or a non-profit organization that supports the small business community;
2) Recipient's business is located within the City of Dayton;
3) Recipient is not part of a national chain; and,
4) Recipient's business started operating prior to March 27, 2020.

In the event Recipient's representations under this Article 5 are discovered to be untrue, Recipient shall return all funding provided under the City Grant in the full Grant Amount to the City within five (5) business days.

ARTICLE 6. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom.

B. Recipient expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Department of Planning & Community Development, for any verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes

stated herein, and returned to the City of Dayton Division of Revenue & Taxation once review is complete.

C. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow City to inspect applicable, confidential records.

D. Recipient agrees to supply additional information upon reasonable request by the City and to cooperate in any audit or review of the funding provided hereunder.

E. Reimbursement to Recipient will be made proportionally to the percentage of Project funding provided hereunder by City and identified above.

ARTICLE 5. TERM AND TERMINATION.

This Agreement shall terminate November 30, 2020 unless extended to a later date by amendment and may be immediately terminated in the event of or under any of the following circumstances:

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

In the event of early termination and if City provided any funds to Recipient hereunder, Recipient shall repay to City within 10 business days from the effective date of termination all funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 6. INDEMNIFICATION.

Recipient shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient's failure to comply with federal, state, and local laws, including (as applicable).

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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

ARTICLE 8. POLITICAL CONTRIBUTIONS.

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

ARTICLE 9. RECORDS AND RETENTION.

Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the City Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Recipient shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Recipient and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the termination or expiration of this Agreement. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the three-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 10. TAX REPRESENTATION.

Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 11. GENERAL PROVISIONS.

A. Conflict of Interest. Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-

interest and this agreement or public interest in any manner or degree. Recipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.

B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

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

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

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

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

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

For City:
Susan Vincent
Planning and Community Development
City of Dayton
P.O. Box 22, 101 W. Third Street
Dayton, OH 45401
Susan.vincent@daytonohio.gov
(937) 333-3683

For Recipient:
Jill A Riazzi
617 E Third St
Dayton, Ohio 45402
jcr@riazzimgmt.com
(937) 286-6555

H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable,

invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

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

ST. PETER PARTNERS, LLC DBA
THE DAYTON STEAM PLANT

By: _____

Print name: Jill Riazzi

Its: principal

CITY OF DAYTON, OHIO

_____
City Manager

_____
Date

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

_____, 2020
Min. / Bk. _____ Pg. _____

_____
Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

Recoverable Signature

X John Musto for
City Attorney

Signed by: Musto, John

EXHIBIT A

CARES Act Small Business Capital Grant Budget

9/11/2020

Business Name:	St. Peter Partners, LLC	**Phone number for payment/budget questions:**	937-286-6555			
Application Contact Name:	john riazzi	**Email Address for payment/budget questions:**	jcr@riazzimgmt.com			
		Mailing address for grant check:	617 E Third St	Dayton	OH	45402
			Address	*City*	*State*	*Zip*

	Item	Eligible Expense Category	Type of Improvement	Unit Cost	per	Quantity	Total	Backup
1	**Portacool Cyclone 160 8000 CFM Fan**	Furniture and Fixtures	Exterior eating area materials	$ 1,999.00	Home Depot	2	$ 3,998.00	order confirmation and reciept
2	**EventStable Titan Series 50 Resin Chairs wi**	Furniture and Fixtures	Exterior eating area materials	$ 1,821.99	Amazon	3	$ 5,465.97	order confirmation and reciept
3	**TruSens Air Purifer/360 HEPA Filtration and**	Furniture and Fixtures	Interior materials	$ 399.00	Amazon	2	$ 798.00	order confirmation and reciept
4	**40X80 Outdoor Tent**	Furniture and Fixtures	Exterior eating area materials	$ 55,000.00	d's Tents & Cano	1	$ 55,000.00	company estimate
5							$ -	
6							$ -	
7							$ -	
8							$ -	
9							$ -	
10							$ -	
11							$ -	
12							$ -	
13							$ -	
14							$ -	
15							$ -	
16							$ -	
17							$ -	
18							$ -	
19							$ -	
20							$ -	
21							$ -	
22							$ -	
23							$ -	
24							$ -	
25							$ -	
26							$ -	
27							$ -	
28							$ -	
29							$ -	
30							$ -	
						Total Grant Request	**$ 65,261.97**	

EXHIBIT B

CARES Act Small Business Capital Grant

-- FINAL REPORT --

Business name _____ Date _____

Address _____ Grant number 11755

Zip _____ Grant amount $ _____

Final report completed by:

Name _____ Phone _____

Title _____ Email _____

I. Narrative Grant Report

1) **Describe impact.** In the section below, describe how the grant helped your business survive or reopen during the COVID-19 health crisis. Explain how your sales or revenue have changed since implementing your grant funded improvement, describe how the number of customers served changed, etc. (example: have you seen a percent increase in sales due to an increase in number of tables?)

Due to project(s) supported by this grant, was your business able to retain or bring back any full-time or part-time employees? If so, how many?

2) **Explain your challenges.** Describe any unforeseen circumstances or challenges you've experienced during the grant period. How did they cause you to adjust what you were doing?

3) **Share your successes.** Provide at least one example, story or quote that illustrates how your business was affected by the work supported by this grant.

II. Expense Report

1) **Summary.** In the boxes below provide the projected budget of expenses (taken from your grant proposal), the actual expenses, and the difference between the two.

_____	-	_____	=	_____
Projected		*Actual*		*Difference*

2) **Explanation.** Write a short narrative explanation of one paragraph or less to answer the question: How was this grant spent? (*Example: The $5,000 grant was used to install a new outdoor seating area which cost $3,000 and to purchase $2,000 of new outdoor chairs, tables, and fencing.*)

Note: Please note that if there are remaining funds from an individual grant, the City of Dayton may either: 1) request repayment of the unspent funds, or 2) request a revised proposal to use the unspent funds.

3) **Detailed expense report.** In the excel sheet provided, account for all project expenses by listing each item on a separate line. Total expenses should match the provided back-up documentation.

4) **Attachments.** Assemble all detailed receipts, paid invoices, contracts, permits, etc. into one PDF or Word Document to provide documentation of the expenses included in your detailed expense report. Organize the back-up materials so that they are in the same order as the line items included in your detailed expense report. Include page numbers or reference numbers on the individual expense back-up items that match the "backup reference" column in your detailed excel report.

BACK

DRAFT

1st and 2nd Reading 9.

31843-20

By: ..... No. .....

AN ORDINANCE

Amending the City's Appropriations for the Year 2020, and Declaring an Emergency.

WHEREAS, On July 29, 2020, this Commission passed an appropriation ordinance for the year 2020, being Ordinance Number 31827-20, which provided for the appropriation of Six Hundred Ninety-Seven Million Three Hundred Sixty-Two Thousand Three Hundred Dollars and Zero Cents ($697,362,300.00) to the various funds of the City of Dayton; and,

WHEREAS, The City Manager and Department Directors arranged a work program for 2020 for which there are now modifications in several funds that require amendment to the 2020 appropriations made in Ordinance Number 31827-20; and,

WHEREAS, The City's Charter and State law mandate that no expenditures be made except pursuant to appropriations authorized by the Commission; and,

WHEREAS, To provide for the usual daily operations of the various departments of the City until the end of the current calendar year, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore,

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

Section 1. That appropriations for the year 2020 made by this Commission pursuant to Ordinance No. 31827-20 of monies available to the City, or in the process of collection by the City, and not otherwise encumbered, are amended as shown within the following funds:

		2020 Appropriations (Second Revised)	2020 Appropriations (Third Revised)
GOVERNMENTAL FUND TYPE			
(1) General Fund - 10			
1200	Clerk of Commission	1,302,500	1,302,500
1300	Civil Service Board	1,525,100	1,525,100
1400	Human Relations Council	1,001,100	1,001,100
2100	City Manager's Office	1,380,800	1,380,800
2101	Public Affairs	1,260,800	1,260,800
2105	Office of Sustainability	212,500	212,500
2300	Dept. of Planning and Community Development (including Housing Inspection)		
	Expenses	3,677,000	3,677,000
	Transfers Out	150,000	150,000
	Total	3,827,000	3,827,000
2500	Clerk of Courts	3,891,900	3,891,900

		2020 Appropriations (Second Revised)	2020 Appropriations (Third Revised)
2510	Municipal Court	4,909,600	4,909,600
2600	Department of Economic Development (including Zoning Admin. & Building Inspection)	3,691,000	3,691,000
2700	Dept. of Procurement, Management & Budget	1,852,000	1,852,000
3400	Department of Water	118,400	118,400
5200	Department of Law	2,903,600	2,903,600
5300	Department of Finance		
	Expenses	4,050,400	4,018,100
	Transfers Out	0	32,300
	Total	4,050,400	4,050,400
5500	Department of Information Technology	7,022,100	7,022,100
5600	Department of Human Resources	1,164,500	1,354,500
6200	Department of Police		
	Expenses	53,121,200	53,121,200
	Transfers Out	850,700	850,700
	Total	53,971,900	53,971,900
6300	Department of Fire	42,853,900	42,853,900
6400	Department of Public Works		
	Expenses	26,001,400	26,137,000
	Transfers Out	0	4,400
	Total	26,001,400	26,141,400
6500	Department of Recreation & Youth Services (incl. Convention Ctr.)	5,726,700	5,686,700
9980	Non-Departmental		
	Expenses	2,863,500	2,863,500
	Transfers Out	989,100	989,100
	Total	3,852,600	3,852,600
Issue 9 - General Fund - 10001			
6400	Department of Public Works	624,000	624,000
9980	Non-Departmental		
	Transfers Out	7,928,500	7,928,500
	Total	7,928,500	7,928,500
	Total Issue 9 - General Fund	8,552,500	8,552,500
Community Golf & Recreation Fund - 13000			
6550	Department of Recreation & Youth Services	715,000	715,000
	Total Community Golf & Recreation Fund	715,000	715,000
16999	Special Projects		
	Expenses	15,832,400	16,283,100
	Transfers Out	3,878,000	4,133,200
	Total	19,710,400	20,416,300
75000	Income Tax Fund		
	Transfers Out	5,250,000	5,250,000
	Total	5,250,000	5,250,000
Total General Fund		**206,747,700**	**207,743,600**

		2020 Appropriations (Second Revised)	2020 Appropriations (Third Revised)
(2) Special Revenue			
Roadway Maintenance Fund – 21999			
Street Maintenance Fund - 21000			
6400	Department of Public Works	6,065,700	6,065,700
	Total Roadway Maintenance Fund	**6,065,700**	**6,065,700**
Street Maintenance Capital - 21200			
6400	Department of Public Works	1,900,000	1,900,000
	Total Street Maintenance Capital	**1,900,000**	**1,900,000**
Highway Maintenance Fund - 21100			
6400	Department of Public Works	722,900	737,900
	Total Highway Maintenance Fund	**722,900**	**737,900**
Total Roadway Maintenance Fund		**8,688,600**	**8,703,600**
HUD Programs Operating			
Community Dev. Block Grant Fund - 26204-26209 and 26102			
2300	Dept. of Planning and Community Development	3,511,400	3,511,400
5300	Department of Finance	80,000	80,000
	Total Community Dev. Block Grant Fund	**3,591,400**	**3,591,400**
HOME Operating Fund - 27000			
2300	Dept. of Planning and Community Development	134,100	134,100
	Total HOME Operating Fund	**134,100**	**134,100**
Total HUD Programs Operating		**3,725,500**	**3,725,500**
HUD Programs Non-Operating			
Fair Housing Grant Fund - 23000 - 23999			
	Various Departments	50,000	50,000
	Total	**50,000**	**50,000**
	Prior Year's Unexpended Appropriation	**157,900**	**157,900**
	Total Fair Housing Grant Fund	**207,900**	**207,900**
Emergency Solutions Grant - 25002			
	Various Departments	2,251,900	2,251,900
	Total	**2,251,900**	**2,251,900**
	Prior Year's Unexpended Appropriation	**480,500**	**480,500**
	Total Emergency Solutions Grant	**2,732,400**	**2,732,400**
Continuum of Care Grant - 25525 - 25599			
	Various Departments	2,795,700	2,795,700
	Total	**2,795,700**	**2,795,700**
	Prior Year's Unexpended Appropriation	**1,637,200**	**1,637,200**
	Total Continuum of Care Grant	**4,432,900**	**4,432,900**

		2020 Appropriations (Second Revised)	2020 Appropriations (Third Revised)
Community Dev. Block Grant Non-Operating Fund - 26001 - 26906			
	Various Departments	6,359,300	6,359,300
	Total	**6,359,300**	**6,359,300**
	Prior Year's Unexpended Appropriation	**8,152,900**	**8,152,900**
	Total Community Dev. Block Grant Non-Operating Fund	**14,512,200**	**14,512,200**
HOME Non-Operating Fund - 27001 - 27999			
	Various Departments	0	0
	Total	**0**	**0**
	Prior Year's Unexpended Appropriation	**4,200,600**	**4,200,600**
	Total HOME Non-Operating Fund	**4,200,600**	**4,200,600**
Total HUD Programs Non-Operating		**26,086,000**	**26,086,000**
Miscellaneous Grants - 28000; 29000			
	Various Departments	14,491,900	23,151,900
	Total	**14,491,900**	**23,151,900**
	Prior Year's Unexpended Appropriation	**12,710,700**	**12,710,700**
	Total Miscellaneous Grants	**27,202,600**	**35,862,600**
Other Special Revenue - 22111-515			
	Various Departments	10,380,200	10,980,200
	Total	10,380,200	10,980,200
	Prior Year's Unexpended Appropriation	**897,100**	**897,100**
	Total Other Special Revenue Fund	**11,277,300**	**11,877,300**
Total Special Revenue		**76,980,000**	**86,255,000**
(3) Debt Service			
General Debt Retirement Fund - 31100-33100			
5300	Department of Finance	10,447,300	10,447,300
	Total General Debt Retirement Fund	**10,447,300**	**10,447,300**
Total Debt Service		**10,447,300**	**10,447,300**
(4) Capital Project Funds			
General Capital Fund - 40000			
	Various Capital Projects	30,743,000	30,775,300
	Transfers Out	337,000	337,000
	Total	**31,080,000**	**31,112,300**
	Prior Year's Unexpended Appropriation	**39,018,300**	**39,018,300**
Total Capital Project Funds		**70,098,300**	**70,130,600**
(5) Permanent Funds			
Permanent Fund - 71000			
	Various Departments	50,000	50,000
	Total Permanent Fund	**50,000**	**50,000**
TOTAL GOVERNMENTAL FUND		**364,323,300**	**374,626,500**

		2020 Appropriations (Second Revised)	2020 Appropriations (Third Revised)
PROPRIETARY FUND TYPE			
(6) Enterprise Funds			
Aviation Operating Fund - 51000 and 51001			
3200-9990	Department of Aviation		
	Expenses	35,237,100	33,538,800
	Transfers Out	1,680,200	1,969,700
	Total	36,917,300	35,508,500
	Total Aviation Operating Fund	**36,917,300**	**35,508,500**
Aviation Capital Fund - 51002 - 52999			
	Various Capital Projects	8,065,400	8,065,400
	Transfers Out	5,049,500	4,272,500
	Total	**13,114,900**	**12,337,900**
	Prior Year's Unexpended Appropriation	**27,830,000**	**27,830,000**
	Total Aviation Capital Fund	**40,944,900**	**40,167,900**
Water Operating Fund - 53000, 53997 and 53998			
2600	Department of Economic Development	132,000	132,000
3400	Department of Water - 3400 and 9970		
	Expenses	53,095,400	53,095,400
	Transfers Out	9,333,300	9,333,300
	Total	62,428,700	62,428,700
5300	Department of Finance	4,235,400	4,235,400
	Total Water Operating Fund	**66,796,100**	**66,796,100**
Water Capital Fund - 53001 - 53996			
	Various Capital Projects	9,358,300	9,358,300
	Total	**9,358,300**	**9,358,300**
	Prior Year's Unexpended Appropriation	**27,232,800**	**27,232,800**
	Total Water Capital Fund	**36,591,100**	**36,591,100**
Sanitary Sewer Operating Fund - 55000			
3400	Department of Water - 3400 and 9970		
	Expenses	33,307,800	33,307,800
	Transfers Out	7,000,000	7,000,000
	Total	40,307,800	40,307,800
	Total Sanitary Sewer Operating Fund	**40,307,800**	**40,307,800**
Sanitary Sewer Capital Fund - 55001 - 55999			
	Various Capital Projects	24,000,000	24,000,000
	Total	**24,000,000**	**24,000,000**
	Prior Year's Unexpended Appropriation	**22,129,700**	**22,129,700**
	Total Sanitary Sewer Capital Fund	**46,129,700**	**46,129,700**
Storm Water Operating Fund - 58000			
3400	Department of Water - 3400 and 9970		
	Expenses	5,550,800	5,550,800
	Transfers Out	1,000,000	1,000,000
	Total	6,550,800	6,550,800

		2020 Appropriations (Second Revised)	2020 Appropriations (Third Revised)
6400	Department of Public Works		
	Expenses	1,377,600	1,377,600
	Transfers Out	0	0
	Total	1,377,600	1,377,600
	Total Storm Water Operating Fund	**7,928,400**	**7,928,400**
Storm Water Capital Fund - 58001 - 58999			
	Various Capital Projects	4,000,000	4,000,000
	Total	**4,000,000**	**4,000,000**
	Prior Year's Unexpended Appropriation	**3,943,400**	**3,943,400**
	Total Storm Water Capital Fund	**7,943,400**	**7,943,400**
Golf Operating Fund - 59000			
6500	Department of Recreation & Youth Services		
	Expenses	3,075,000	2,653,500
	Transfers Out	0	0
	Total	3,075,000	2,653,500
	Total Golf Operating Fund	**3,075,000**	**2,653,500**
Golf Capital - 59001			
	Various Capital Projects	0	0
	Total	**0**	**0**
	Prior Year's Unexpended Appropriation	**99,900**	**99,900**
	Total Golf Capital Fund	**99,900**	**99,900**
Total Enterprise Funds		**286,733,600**	**284,126,300**
(7) Internal Service Funds			
Fleet Management Fund - 61000			
6400	Department of Public Works	8,056,700	8,056,700
	Total Fleet Management Fund	**8,056,700**	**8,056,700**
Document Management Services Fund - 62100			
5500	Department of Central Services	617,500	617,500
	Total Stores and Reproduction Fund	**617,500**	**617,500**
Healthcare Self Insurance - 63000			
5600	Department of Human Resources	30,738,100	30,738,100
	Total Healthcare Self Insurance Fund	**30,738,100**	**30,738,100**
Workers' Compensation Fund - 65000			
5600	Department of Human Resources	4,827,700	4,827,700
	Total Workers' Compensation Fund	**4,827,700**	**4,827,700**
Plumbing Shop - 66000			
6400	Department of Public Works	753,200	753,200
	Total Plumbing Shop	**753,200**	**753,200**

		2020 Appropriations (Second Revised)	2020 Appropriations (Third Revised)
Fire Fleet Management - 67000			
6330	Department of Fire	1,312,200	1,312,200
	Total Fire Fleet Management Fund	**1,312,200**	**1,312,200**
Total Internal Service Funds		**46,305,400**	**46,305,400**
TOTAL PROPRIETARY FUND		**333,039,000**	**330,431,700**
TOTAL ALL OPERATING FUNDS		**697,362,300**	**705,058,200**

Section 2. That the City Manager is authorized to advance up to One Million Dollars and Zero Cents ($1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

Section 3. That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 and as described below:

					2020 Second Revised	2020 Third Revised
					Transfers Out	**Transfers Out**
GOVERNMENTAL FUND TYPE						
(1) General Fund - 10						
	From			***To***		
10000-2300	Planning and Community Development	16999-2300		Special Projects	150,000	150,000
10000-5300	Finance	40000-5300		Capital		32,300
10000-6200	Police	28000-6200		Miscellaneous Grants	810,700	810,700
	Police	16000-2380		Special Projects	40,000	40,000
10000-6400	Public Works	28999-6400		Miscellaneous Grants		4,400
10000-9980	Non-Departmental	16999-2700		Special Projects	400,000	400,000
		16999-5600		Special Projects	295,000	295,000
		16999-1400		Special Projects	150,000	150,000
		28999-1400		Miscellaneous Grants	100,000	100,000
		40000-1300		Capital	44,100	44,100
	Subtotal Transfers Out				**989,100**	**989,100**

							2020 Second Revised Transfers Out	2020 Third Revised Transfers Out
Issue 9 - General Fund - 10001								
		From				***To***		
10001-9980		Non-Departmental		16999-2300		Special Project	4,300,000	4,300,000
				40000-6400		Capital	3,384,500	3,384,500
				40000-6400		Capital	244,000	244,000
		Subtotal Transfers Out					**7,928,500**	**7,928,500**
16999-2600		Special Projects		40000-2600		Capital	34,900	290,100
				31100-5300		G.O. Debt	598,300	598,300
				65000-5600		Workers' Compensation Fund	1,420,000	1,420,000
16999-9980				10000-9980		General Fund	1,824,800	1,824,800
		Subtotal Transfers Out					**3,878,000**	**4,133,200**
75000-5300		Income Tax Fund		16999-2600		Special Projects	3,000,000	3,000,000
				16999-2300		Special Projects	750,000	750,000
				40000-6400		Capital	1,500,000	1,500,000
		Subtotal Transfers Out					**5,250,000**	**5,250,000**
Total General Fund Transfers Out							**19,046,300**	**19,338,200**
(4) Capital Projects								
40001-49999		General Capital Fund		31100-5300		G.O. Debt	337,000	337,000
PROPRIETARY FUND TYPE								
(6) Enterprise Funds								
51000 and 51001-9960		Aviation Operating Fund		51002 - 52999-3200		Aviation Capital	1,680,200	1,969,700
51002-52999-3200		Aviation Capital		51000 - 51000-3200		Aviation Operating	5,049,500	4,272,500
53000-9970		Water Operating Fund		53001 - 53996-3400		Water Capital	9,333,300	9,333,300

						2020 Second Revised	**2020 Third Revised**
						Transfers Out	**Transfers Out**
		From			***To***		
55000-9970		Sanitary Sewer Operating Fund		55001 - 55999-3400		Sanitary Sewer Capital	7,000,000	7,000,000
58000-9970		Storm Water Operating Fund		58001 - 58999-3400		Storm Water Capital	1,000,000	1,000,000
Total Enterprise Funds						**24,063,000**	**23,575,500**
TOTAL ALL FUNDS						**43,446,300**	**43,250,700**

Section 4. That all books of accounts, warrants, orders, vouchers or other official reference to any appropriation shall indicate the appropriated funds involved or to be drawn upon by the code number as set forth in the detailed budget.

Section 5. That Ordinance Number 31827-20, passed by this Commission on July 29, 2020 is repealed.

Section 6. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

September 22, 2020

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director MW
Dept. of Procurement, Management and Budget

SUBJECT: 2020 Third Revised Appropriation Ordinance

Please find attached the ordinance adopting the third revised appropriation for 2020. The revised appropriation includes an increase of $7.7 million.

The significant changes are summarized below (with greater detail on the attached listing of all adjustments).

1. An increase of $995,900 in the General Fund reflects a series of adjustments including:
   - A $190,000 budget increase to Human Resources for a purchase order for labor contract negotiations.
   - Public Works increases by $140,000, reflecting GASB 84 new classification of pass through funds.
   - Recreation & Youth Services decreases by $40,000, reflecting the Convention Center unwind.
   - Special Projects increases by $400,000 for Fire Proceeds in Fund 72010. Formerly classified as an Agency Fund, it is neither fiduciary nor custodial under the New GASB 84 statement. As a result, the fund balance will be transferred to the General Fund.
   - A $30,000 increase in the Police Professional Development Fund for recruit training.
   - Public Safety Photo Enforcement increases by $20,700 due to a reimbursement for equipment.
   - Special Projects Transfers Out increases by $255,200 to cover Development Fund capital expenses incurred.

2. The Highway Maintenance Fund increases by $15,000 due to receiving revenue from a recent crash.

3. A net increase of $8.6 million in Miscellaneous Grants includes:
   - $9.1 million increase in Coronavirus Local Relief Fund.
   - A reduction of $1.5 million to FEMA Public Assistance Fund to reflect actual expenses.

- An additional $1 million increase to cover forthcoming grants through December.
- A $60,000 increase in Federal and State Law Enforcement Funds for vehicle maintenance and gasoline expenses.

4. Other Special Revenue increases by $600,000 for Fund 71043, Police Property Room Deposits. Formerly classified as an Agency Fund, it is neither fiduciary nor custodial under the New GASB 84 statement. As a result, the fund balance will be transferred to the Other Special Revenue Fund series.

5. A $32,300 increase in General Capital Transfers Out for Finance technology expenses.

6. Aviation Operating has a net decrease of $1.4 million. The expense budget decreases by $1.7 million for Aviation's personnel reorganization, while Transfers Out increases by $289,500 for PFC/CFC debt transfers.

7. Aviation Capital decreases by $777,000 for the annual CFC transfer to Aviation Operating.

8. Golf Operating decreases by $421,500, reflecting the Golf Fund unwind.

Please let me know if you have any questions or require additional information.

DTS/sb

Attachment

cc: Mr. Parlette
Ms. Lofton
Ms. Jones
M&B Staff

Third Revised Appropriation Budget Adjustments

Fund	Dept.	Description	Purpose	Source	Approved Amount
10000	HR	C&M Budget Increase	Union contract negotiations with Frost, Brown & Todd LLC	General Fund - 9980	190,000
				HR	190,000
10000	Finance	Reduce Expense budget	Move expenses to Transfers out for	General Fund - 5340	(32,300)
10000	Finance	Increase Transfers Out Budget	Move expenses to Transfers out for technology	General Fund - 5340	32,300
				Finance	-
10000	Police	Increase Expenditure Budget	Fund unplanned expenses	General Fund - 9980	-
				Police	-
10000	Public Works	Increase Expenditure Budget	Establish new classification of GASB 84 funds	General Fund - 9980	140,000
10000	Public Works	Increase Transfers Out Budget	Waste Reduction Incentive Grant Match	General Fund - 6400	(4,400)
10000	Public Works	Increase Transfers Out Budget	Waste Reduction Incentive Grant Match	General Fund - 6400	4,400
				Publice Works	140,000
11000	Convention Center	Reduce Expense budget	Convention Center Unwind	N/A	(40,000)
				Convention Center	(40,000)
				Total General Fund Departments	290,000
16120	Police	Police Professional Development	2020 Recruit training	Cash Balance	30,000
16300	Economic Development	Increase Transfers Out Budget	Move funds to capital for Levitt Loan Amendment	Cash Balance	255,200
16122	Police	Public Safety Photo Enforcement	Safe Street Task Force equipment reimbursement	Cash Balance	20,700
16xxx	Fire	Fire Proceeds	Establish new fund instituting GASB 84	Cash Transfer from 72010	400,000
				Total Special Projects	705,900
				Total General Fund Adjustments	995,900
21100	Public Works	Increase Expenditure Budget	Property repair from a recent accident settlement	Cash Balance	15,000
				Total Highway Maintenance	15,000
22xxx	Police	Property room deposits	Establish new fund instituting GASB 84	Cash Transfer from 71043	600,000
				Total Other Special Revenue	600,000
28133	Coronavirus Local Relief Fund	Increase budget for COVID-19 allocations	Prevent, Prepare for, and Respond to COVID-19	CARES Act Coronavirus Response Funds	4,100,000
28133	Coronavirus Local Relief Fund	Increase budget for COVID-19 allocations	Prevent, Prepare for, and Respond to COVID-19	CARES Act Coronavirus Response Funds	5,000,000
28134	COVID-19 FEMA Public Assistance Fund	Reduce budget based on actual expenses	Prevent, Prepare for, and Respond to COVID-19	FEMA Coronavirus Response Funds	(1,500,000)
28612	Misc Grant Parent Fund	Increase parent fund expenditure budget	Grants received	Grant Funds	1,000,000
28150	Federal Law Enforcement	Asset Forfeiture	Vehicle maintenance and gasoline expenses	Cash Balance	40,000
28221	State Law Enforcement	Asset Forfeiture	Vehicle maintenance and gasoline expenses	Cash Balance	20,000
				Total Misc Grants	8,660,000

Third Revised Appropriation Budget Adjustments

Fund	Dept.	Description	Purpose	Source	Approved Amount
40001	N/A	Increase Capital Parent Fund Expenditure Budget	Fund Finance technology expenses	Cash Transfer from GF	32,300
				Total General Capital	32,300
51001	Aviation Operating	Increase Transfers Out Budget	Reconcile PFC and CFC debt transfers	Cash Balance	102,500
51000	Aviation Operating	Increase Transfers Out Budget	Reconcile PFC and CFC debt transfers	Cash Balance	186,985
51000	Aviation Operating	Reduce Expense budget	Personnel reorganization	N/A	(1,698,300)
				Total Aviation Operating	(1,408,815)
51228	Aviation Capital	Reduce Transfers Out	Annual CFC transfer to Aviation Operating Fund	CFC 51006	(777,000)
				Total Aviation Captial	(777,000)
59000	Golf	Reduce Expense budget	Golf unwind	N/A	(421,512)
				Total Golf Operating	(421,512)
				Grand Total All Funds	7,695,873

DRAFT

1st and 2nd Reading 10.

6532-20

By..... No.....

A RESOLUTION

Implementing the Governmental Accounting Standards Board ("GASB") Statement No. 84, and Declaring an Emergency.

WHEREAS, GASB has adopted Statement No. 84, a new standard for governmental balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after December 31, 2019; and

WHEREAS, The City of Dayton accounts for governmental fund balances as either reserved or unreserved; and

WHEREAS, The new governmental fund categories of fund balance prescribed by GASB Statement No. 84 are non-spendable, restricted, committed, assigned and unassigned; and

WHEREAS, GASB Statement No. 84 requires reclassification of various City of Dayton funds effective for the reporting period commencing January 1, 2020; and

WHEREAS, Following joint analysis by the Department of Finance and the Office of Procurement, Management and Budget, funds have been reclassified as necessary; and

WHEREAS, This Commission elects to implement GASB Statement No. 84 requirements, to apply such requirements to City of Dayton financial statements beginning with the fiscal year 2020 financial statements, and to ratify reclassification of funds pursuant to GASB Statement No. 84; and

WHEREAS, For the usual and daily operation of City departments and the immediate preservation of public peace, property, health, and safety, it is necessary that this Resolution take effect immediately upon passage; now, therefore,

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

Section 1. The Commission hereby adopts the following policy implementing the standards in GASB Statement No. 84 and ratifies all City action heretofore in accordance therewith:

GASB STATEMENT NO. 84 POLICY

Fund balance measures the net financial resources available to finance expenditures of future periods.

Fund balance of the City may be committed for a specific purpose by action of the Commission. Any amendment or modification to these commitments shall require approval by the Commission.

When it is appropriate for fund balance to be assigned, the Commission hereby delegates authority to do so to the Director of Finance. The Commission may also assign fund balance by a simple majority vote and has the authority to remove or change assigned fund balance with a simple majority vote.

The City of Dayton shall utilize funds in the following spending order: restricted, committed, assigned, unassigned.

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

Adopted by the Commission……..., 2020

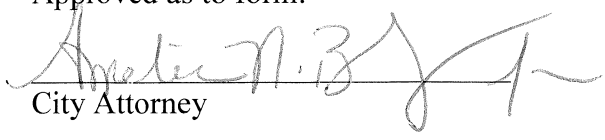
Signed by the Mayor……..., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:



City Attorney

MEMORANDUM | DAYTON

September 17, 2020

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

FROM: C. LaShea Lofton, Acting Director
Department of Finance

SUBJECT: Resolution Implementing Governmental Accounting Standards Board – (GASB) Statement 84 – Fiduciary Activities

The Department of Finance is seeking a resolution from the City Commission authorizing the Departments of Finance and Procurement, Management, and Budget to make fund reclassifications and other administrative, fiscal transactions that align the City's Chart of Accounts with the requirements of GASB Statement No. 84. GASB 84 outlines how to identify and report fiduciary activities for governmental units. The provisions of this Statement apply to all Ohio state and local governments that prepare GAAP (Generally Accepted Accounting Principles) Statements, including those with a GAAP reporting requirement per Ohio Administrative Code (OAC) §117-2-03(B).
The three types of fiduciary activities defined in this standard are:

1. **Fiduciary component units**, which include specific pension and OPEB arrangements and other component units that are fiduciary
2. **Pension and OPEB arrangements** that are not component units
3. **Other fiduciary activities**, which must meet ALL of the following criteria:
   a. The government controls the assets.
   b. Assets are not derived from their source revenues.
   c. Assets are not derived from government-mandated or voluntary non-exchange transactions, and either
      i. Are held in a qualifying trust where the government is not the beneficiary, the assets are legally protected from creditors, and dedicated to providing benefits to recipients, ***OR***
      ii. The assets are not derived from the government's provision of goods or services *and*:
         ✓ Assets are held for the benefit of individuals without the government having administrative or direct financial involvement.
         ✓ Assets are held for the benefit of outside organizations that are not part of the government's reporting entity

After the activity has been identified as fiduciary, the City must then determine the fund type, which will drive the reporting. GASB defines four different types of fiduciary funds, as follows.

1. Pension and other employee benefit trust funds
2. Investment trust funds
3. Private purpose trust funds
4. Custodial funds

The first three fiduciary funds are existing fund types, as defined by GASB Statement 34. The custodial fund category is new and replaces what is currently known as agency funds. It is important to note that the criteria for custodial funds are different from the former agency funds, due to GASB's new definition of a fiduciary activity; therefore, some former agency activities will no longer qualify as fiduciary activities.

Custodial funds are used to report fiduciary activities that are not required to be reported in pension (and other employee benefits) trust funds, investment trust funds, or private-purpose trust funds.

Please direct any questions or comments to Bejoy John, Deputy Finance Director, at x3510.

CLL/vehh

Attachments

C: Ms. Shannon, Mr. John, Ms. Henderson, file

BACK

1st and 2nd Reading 11.
16533-20

By: ..... No: .....

A RESOLUTION

DRAFT

Authorizing the City Manager to Apply for, Accept, and Enter Into a Water Pollution Control Loan Fund ("WPCLF") Loan Agreement on Behalf of the City of Dayton, Ohio for the Construction of the Total Phosphorus Treatment Facilities; and Designating a Dedicated Repayment Source for the Loan, and Declaring an Emergency.

WHEREAS, The City of Dayton is required by the Ohio EPA to meet a Seasonal Total Phosphorus Loading Limit by June 1, 2022; and

WHEREAS, The Water Reclamation Facility will need to upgrade existing wastewater facilities for the Total Phosphorus Removal Process; and

WHEREAS, The City of Dayton has completed the design and now intends to apply for a Water Pollution Control Loan Fund ("WPCLF") Loan for the construction of the Total Phosphorus Treatment Facilities; and

WHEREAS, The Ohio Water Pollution Control Loan Fund ("WPCLF") requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; 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 a WPCLF Loan, execute any and all necessary documents for, and enter into a WPCLF loan with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for construction of the Total Phosphorus Treatment Facilities on behalf of the City of Dayton, Ohio.

Section 2. That the dedicated source of repayment will be Sewer Revenue Funds.

Section 3. For the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of Commission

Approved as to form:
Jim Mast for
_____
City Attorney

MEMORANDUM | DAYTON

September 16, 2020

TO: Shelley Dickstein
City Manager

FROM: Mike Powell, Director
Department of Water

SUBJECT: **Ohio EPA Division of Environmental and Financial Assistance Construction Loan Application**

The City of Dayton has completed the design of the Total Phosphorus Treatment Improvements as required by the City's NPDES Permit. The design cost was funded with a loan with Ohio EPA Division of Environmental and Financial Assistance (DEFA).

We are now at a point that we need to submit a Construction Loan Application to DEFA. The Engineer's Estimate for the improvements is $7,800,000. The Loan Documents have been reviewed and approved by Water Administration, Finance Dept and the Law Department.

Attached is a draft Resolution authorizing the City Manager to apply for and accept a WPCLF Loan from the Ohio EPA DEFA for the Total Phosphorus Construction Project. Due to EPA timing, we will need to get this on City Commission agenda as soon as possible.

If you need any additional information, please Chris Clark, WRF Division Manager at x1834.

Ohio Environmental Protection Agency

Division of Environmental & Financial Assistance (DEFA)
Office of Financial Assistance (OFA)

50 West Town Street, Suite 700, Columbus, Ohio 43215
Ph: 614.644.2798 www.epa.ohio.gov/defa/ofa

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. *A selection must be made for the loan application to be reviewed.*

- (●) Wastewater — Water Pollution Control Loan Fund (WPCLF)
- ( ) Drinking Water — Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower's Information

Borrower (County, City, Village, or District): Dayton

Borrower's Population: 271,000 County: DUNS#: 081853566

Borrower's American Community Survey (ACS) Median Household Income: 28745 Date of Application:

3.0 Project Name and Description

Project Name: City of Dayton Total Phosphorus Improvements Project

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

Construction of Total Phosphorus Treatment Improvements to meet the Ohio EPA's Seasonal Phosphorus Loading Limits for the City of Dayton. Projects include: Chemical Feed and Storage; Improved thickening technology to address increased Waste Activated Sludge from chemical feed process; Electrical and Controls; etc...

**** Will land and/or easement acquisitions be required for this project?**

- ( ) Yes, please indicate acquisition commencement date(s).
- (●) No additional land and/or easements are needed for the project.

* ***Note:*** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion ***MUST*** be submitted with the bid package for review.

** A Site Title Opinion Letter must be submitted and signed by the Borrower's Solicitor/Law Director, to insure legal vested interest in all real property for the project. *(Example see ATTACHMENT B)*

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: **$8,304,380.10** *This field autofills from Tab 4*

An estimated loan award date must be entered. This date should be the 1st of Month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.

Estimated Loan Award Date: **12/1/2020**

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:

- [ ] Facility Sludge Upgrade
- [ ] Septage Facilities
- [ ] Water Resource Restoration Sponsor Program (WRRSP)
- [x] Other: (Specify) Nutrient Reduction Discount

Water Discounts:

- [ ] Auxiliary Power Program — **Construction projects are eligible to receive 50 percent of the auxiliary power cost up to $10,000 in principal forgiveness.**
- [ ] Other: (Specify)

***** Please select only ONE loan type*****

The Borrower's interest rate will be determined based on the current year's Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: **January 1 and July 1**.

- [ ] **Planning Loan** — Planning loans have a maximun 5-year term. **First Payment Date:**
- [ ] **Design Loan** *(Previous incurred project costs for Planning may be included in the design loan.)* — Design loans have a maximun 5-year term. **First Payment Date:**
- [x] **Construction Loan** *(Previous incurred project costs for Planning & Design may be included in the construction loan.)* — Minimum 5-year term. Maximum 30-year term. **Requested Term:** 30 Years; **First Payment Date:** 7/1/2023
- [ ] **Supplemental Loan** — **Loan Number:**

** Please complete the appropriate schedule on Tab 3 "Project Schedule" that correlates with the selected loan type.

5.0 Contact Information

Authorized Representative to Execute Contracts

Name	Shelley Dickstein	Title	City Manager
Address	101 West Third Street		
City	Dayton ,Ohio	Zip	45402
Telephone	937-333-3600	Cell	
Email	shelley.dickstein@daytonohio.gov		

Address to Mail Loan Agreement (If different than Authorized Representative)

Name	Michael Powell	Title	Director - Department of Water
Address	320 Monument Avenue		
City	Dayton ,Ohio	Zip	45402
Telephone	937-333-3734	Cell	
Email	mike.powell@daytonohio.gov		

Billing Notices

Name	Chris Clark	Title	Division Manager - Water Reclamation
Address	2800 Guthrie Rd		
City	Dayton ,Ohio	Zip	45417
Telephone	937-333-1834	Cell	937-622-8215
Email	chris.clark@daytonohio.gov		

Disbursements - Borrower's representative to contact regarding disbursement

Name	Chris Clark	Title	Division Manager - Water Reclamation
Address	2800 Guthrie Rd		
City	Dayton ,Ohio	Zip	45417
Telephone	937-333-1834	Cell	937-622-8215
Email	chris.clark@daytonohio.gov		

Borrower's Wiring Information - Wires to the borrower should be sent to:

	BANK WIRING		CHECK MAILING
Bank Name		Address	**City of Dayton - Dept of Water**
Address			320 Monument Ave
City, State, Zip		City, State, Zip	Dayton, Ohio 45402
Federal Wire ABA			
Account #			

Consulting Engineer

Name	Pete Kube	Title	Project Engineer
Firm	Arcadis, US		
Address	100 East Campus View Boulevard, Suite 200		
City	Columbus	State, Zip	Ohio 45325
Telephone	(513) 469-5106	Cell	513-317-0337
Email	jgellner@hazenandsawyer.com		

6.0 Project Schedules for Planning, Design & Construction

PLANNING SCHEDULE

1. **Submit complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan** (no later than 60 days prior to task 3)	
2. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 3)	
3. **We request a Planning Loan by** (indicate the 1st of the Month in which Loan is requested) *(Loan awards can be scheduled for January through October and December – no November scheduled awards)*	
4. **Project Completion Date** (The date funded planning activities will be completed and submitted to Ohio EPA)	
5. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after the Project Completion)	

DESIGN SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis** (generally 120 days prior to task 4)	5/1/2020
2. **Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements.** (90 days prior to task 4)	5/22/2020
3. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 4)	6/15/2020
4. **We request a Design Loan by** (1st of Month in which Loan is Awarded)	
5. **Project Completion Date** (The date funded design will be completed and submitted to Ohio EPA)	9/1/2022
6. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after Project Completion)	

CONSTRUCTION SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis** (generally 200 days prior to task 9)	Completed
2. **Submit complete Permit-to-Install application *(if applicable)* , including application, review fee, detail plans, contract documents, and specifications** (170 days prior to task 9)	Completed
3. **Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements.** (150 days prior to task 9)	9/18/2020
4. **Submit Site Title Opinion Letter** signed by Solicitor/Law Director (no later than 60 days prior to task 9) **(Example: see ATTACHMENT B)**	9/18/2020
5. **Advertise for construction bids** (no later than 60 days prior to task 9)	8/17/2020
6. **Open construction bids** (no later than 30 days prior to task 9) Be sure to allow for a minimum of 60 days to award contracts	9/17/2020
7. **Submit bid information to DEFA** (no later than 21 days prior to task 9)	10/1/2020
8. **Sign loan documents and return to DEFA** (no later than 7 days prior to task 9)	11/23/2020
9. **We request a Construction Loan by** (1st of Month in which Loan is Awarded)	12/1/2020
10. **Estimated Initiation of Operation date** (The date funded facilities will be in full operation as planned and designed)	6/1/2022
11. **Estimated Initial payment due to the Ohio EPA loan program** (January 1 or July 1 - within one year after the Initiation of Operation)	7/1/2023

7.0 Estimated Cost Data

Select Funding Sources From Dropdown Box Below

Estimated Costs				OEPA / WPCLF	Total Project Cost
Technical Services					
Administration					
Engineering Services					
Planning					
Design					
Force Account					
Planning Loan Pay-off					
Design Loan Pay-off				$804,380.10	$804,380.10
Construction					
(Please enter number of anticipated contractors below)					
Contract "A"				$7,500,000.00	$7,500,000.00
Contract "B"					
Contract "C"					
Equipment					
Other Costs					
Contingency					
Subtotal				**$8,304,380.10**	**$8,304,380.10**
Application Fee	*There is a 0.35% OWDA fee on WPLCF loans and a 1.35% fee on WSRLA loans (0.35% OWDA and 1.00% Ohio EPA/WSRLA). Fees are based on total loan amount. Both program have a minimum fee of $400. Please see application instructions for more information.*				$29,065.00
Total Estimated Costs				**$8,304,380.10**	**$8,333,445.10**

For construction loan request, please indicate below if the project has an *Ohio EPA or **OWDA planning/design loan affiliated with the project. The planning/design loans will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loans, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning funds are needed, please include a line item for planning and/or design in the construction loan.

*Ohio EPA Planning Loan #		Planning Loan Payoff Amount	
*Ohio EPA Design Loan #	CS390302-0019	Design Loan Payoff Amount	$829,160.00
**OWDA Planning Loan #		Planning Loan Payoff Amount	

8.0 Contractor Payment

Please indicate below if the Borrower would like the contractors paid directly. Reimbursement requests for Technical Services line items will be made directly to the Borrower. ☑

Pay contractors directly

9.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system as a security instrument (i.e. collateral) for the repayment of the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining the collateral. ***(Reference Article IV in the WPCLF and the WSRLA Standard Loan Agreement).***

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- ☑ User Charges
- ☐ Assessments - Provide authorizing legislation
- ☐ General Taxes
- ☐ Other: Indicate source _____
- ☐ Other: Indicate source _____

10.0 Revenue Analysis

Current Revenues (Last Audit Year): **YEAR: 2019**

User Classes	Total Revenue	Total Number of Users	Annual Revenue Per User
Residential	$18,969,005.00	67,929	$279.25
Commercial	$5,945,014.00	1,922	$3,093.14
Industry / Gov.	$8,239,465.00	83	$99,270.66
Other			
TOTAL	**$33,153,484.00**	**69,934**	

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Current Average Monthly Residential User Rate ***$23.27***

Projected Revenues for first year following project completion **YEAR: 2023**

User Classes	Projected Total Revenue	Projected Total Number of Users	Projected Annual Revenue Per User
Residential	$24,353,080.00	68,131	$357.44
Commercial	$7,632,420.00	1,814	$4,207.51
Industry / Gov.	$10,578,116.000	194	$54,526.37
Other			
TOTAL	**$42,563,616.00**	**70,139**	

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Projected Average Monthly Residential User Rate ***$29.79***

Ten Largest Users	
Customer	**% of Revenue**
Cargill, Inc.	13.16%
Wright Patterson Air Force Base	5.16%
Tate & Lisle	4.42%
Miami Valley Hhospital	1.88%
City of Trotwood	1.71%
VA Center	1.16%
University of Dayton	1.08%
City of Oakwood	0.91%
Hohman Plating	0.70%
Lime Reclamation (COD)	0.65%

11.0 Revenue Analysis Continued

3-Year Revenue Allocation

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from TAB 5	2017	2018	2019
Revenue	$34,697,553.20	$34,457,043.00	$33,153,484.00
	Expenditures		
Operating Expenses	$25,911,036.00	$26,747,909.00	$29,796,491.00
Debt Service Payments	$3,390,794.57	$3,390,640.24	$3,399,960.55
Other:			
Total Expeditures	$29,301,830.57	$30,138,549.24	$33,196,451.55
Surplus or Loss	$5,395,722.63	$4,318,493.76	-$42,967.55

Outstanding System Debt (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Final Payment Date
Ohio EPA Loans			
OWDA	$2,859,186.26	$1,061,086.88	7/1/2022
OPWC	$25,000.00	$25,000.00	1/1/2021
GO bonds	$9,735,000.00	$1,178,600.00	12/1/2032
Revenue Bonds	$13,360,000.00	$1,127,412.50	12/1/2035
USDA-RD Loans			
Other			
TOTAL	$25,979,186.26	$3,392,099.38	

The annual payment total will autofill in the current year debt service column on TAB 7 "Projection of Revenues" sheet.

12.0 Borrowers Credit Rating (If applicable)

	Moody's	S&P
General Obligation	Aa2	AA
Water and Sewer Revenues	Aa2	AA-

13.0 Rate Schedule

Indicate the year of the last rate increase: 2020

What was the % of the last rate increase? 7.50%

Please describe the planned rate increases for the next 2 years:

Rate increase of 7.5% in place for 2020 and 2021. Rate increases are governed by City Ordinance.

14.0 Capital Improvement Plan

Brief Description of Major Projects:

Total Phosphorus Treatment Project currently under design and being funded by a DEFA Design Loan

Ten Year Capital Improvement Plan:

Years	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
$ in 000's	12,616,167	19,666,666	12,666,666	63,666,666	13,000,000	13,000,000	13,390,000	13,791,700	14,205,451	14,631,615

15.0 Projection of Revenues and Expenses of the System

Borrower: Dayton

Project Name: City of Dayton Total Phosphorus Improvements Project

Year	Revenues to System Only	Operations, Maintenance & Replacement (O,M & R) Expenses	DEBT SERVICE paid from Revenue to the System (i.e. OPWC, USDA, etc.)	NEW Ohio EPA Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus
The first Year and Current User Revenues autofills from Section 10.0 on Tab 5. The first year of O, M & R and debt service will autofill from Section 11.0 on Tab 6.				****Indicate previous year carryover surplus in the yellow Cumulative Surplus box****			$21,551,230.58
2019	$33,153,484.00	$29,796,491.00	$3,392,099.38		$33,188,590.38	-$35,106.38	$21,516,124.20
2020	$35,961,570.00	$26,683,315.00	$3,410,758.00		$30,094,073.00	$5,867,497.00	$27,383,621.20
2021	$38,464,185.00	$27,563,864.40	$4,590,090.00		$32,153,954.40	$6,310,230.61	$33,693,851.81
2022	$39,839,649.00	$28,477,041.56	$4,542,000.00		$33,019,041.56	$6,820,607.44	$40,514,459.24
2023	$42,567,873.00	$29,423,620.89	$5,375,572.00	$286,812.67	$35,086,005.56	$7,481,867.44	$47,996,326.69
2024	$45,566,345.00	$30,404,943.43	$5,996,550.00	$286,812.67	$36,688,306.10	$8,878,038.90	$56,874,365.58
2025	$39,635,258.10	$31,422,408.26	$7,390,350.00	$286,812.67	$39,099,570.93	$535,687.18	$57,410,052.76
2026	$42,259,399.28	$32,477,476.29	$7,949,650.00	$286,812.67	$40,713,938.96	$1,545,460.33	$58,955,513.09
2027	$43,635,212.29	$33,571,669.38	$7,952,250.00	$286,812.67	$41,810,732.05	$1,824,480.24	$60,779,993.32
2028	$45,055,342.14	$34,706,578.16	$7,956,450.00	$286,812.67	$42,949,840.83	$2,105,501.31	$62,885,494.63
2029	$46,521,213.57	$35,883,862.03	$7,957,050.00	$286,812.67	$44,127,724.70	$2,393,488.88	$65,278,983.51
2030	$48,034,294.58	$37,105,251.12	$7,949,050.00	$286,812.67	$45,341,113.79	$2,693,180.79	$67,972,164.30
2031	$49,596,101.38	$38,372,555.15	$7,950,550.00	$286,812.67	$46,609,917.82	$2,986,183.57	$70,958,347.86
2032	$51,208,198.50	$39,687,658.51	$7,950,550.00	$286,812.67	$47,925,021.18	$3,283,177.33	$74,241,525.19
2033	$51,825,759.70	$41,052,533.01	$7,952,888.00	$286,812.67	$49,292,233.68	$2,533,526.02	$76,775,051.21
2034	$52,450,764.36	$42,469,235.97	$7,046,450.00	$286,812.67	$49,802,498.64	$2,648,265.72	$79,423,316.92
2035	$53,083,302.96	$43,939,914.09	$7,050,650.00	$286,812.67	$51,277,376.76	$1,805,926.20	$81,229,243.13
2036	$53,723,464.99	$45,466,809.37	$7,051,650.00	$286,812.67	$52,805,272.04	$918,192.95	$82,147,436.08
2037	$54,920,175.64	$47,052,265.99	$6,519,900.00	$286,812.67	$53,858,978.66	$1,061,196.98	$83,208,633.06
2038	$56,143,389.33	$48,698,731.30	$5,919,900.00	$286,812.67	$54,905,443.97	$1,237,945.36	$84,446,578.42
2039	$57,966,981.84	$50,408,757.77	$5,923,300.00	$286,812.67	$56,618,870.44	$1,348,111.40	$85,794,689.82
2040	$59,849,275.37	$52,185,018.71	$5,924,900.00	$286,812.67	$58,396,731.38	$1,452,543.99	$87,247,233.81
2041	$61,792,154.15	$54,030,299.43	$4,749,700.00	$286,812.67	$59,066,812.10	$2,725,342.06	$89,972,575.86
2042	$63,797,562.76	$55,947,516.89	$4,749,700.00	$286,812.67	$60,984,029.56	$2,813,533.20	$92,786,109.07
2043	$65,867,508.11	$57,939,713.83	$4,749,700.00	$286,812.67	$62,976,226.50	$2,891,281.61	$95,677,390.68
2044	$68,004,062.44	$60,010,073.45	$4,749,700.00	$286,812.67	$65,046,586.12	$2,957,476.33	$98,634,867.00
2045	$70,209,362.38	$62,161,918.48	$4,749,700.00	$286,812.67	$67,198,431.15	$3,010,931.24	$101,645,798.24
2046	$72,485,615.93	$64,398,723.93	$4,749,700.00	$286,812.67	$69,435,236.60	$3,050,379.33	$104,696,177.57
2047	$74,835,098.45	$66,724,122.99	$4,749,700.00	$286,812.67	$71,760,635.66	$3,074,462.78	$107,770,640.36
2048	$77,260,161.72	$69,141,910.97	$3,661,500.00	$286,812.67	$73,090,223.64	$4,169,938.08	$111,940,578.44
2049	$79,763,231.92	$71,656,055.08	$1,958,800.00	$286,812.67	$73,901,667.75	$5,861,564.18	$117,802,142.61
2050	$82,346,810.66	$74,270,705.30	$1,800,000.00	$286,812.67	$76,357,517.97	$5,989,292.70	$123,791,435.31
2051	$85,013,482.98	$76,990,197.28	$1,800,000.00	$286,812.67	$79,077,009.95	$5,936,473.03	$129,727,908.34
2052	$87,765,915.37	$79,819,066.13	$1,800,000.00	$286,812.67	$81,905,878.80	$5,860,036.57	$135,587,944.91
2053	$91,498,614.13	$82,762,053.27	$1,800,000.00		$84,562,053.27	$6,936,560.86	$142,524,505.76
2054	$95,388,780.66	$85,824,116.26	$1,800,000.00		$87,624,116.26	$7,764,664.40	$150,289,170.16
2055	$98,474,659.20	$89,010,441.58	$1,800,000.00		$90,810,441.58	$7,664,217.62	$157,953,387.78
2056	$101,659,748.92	$92,326,449.54	$1,800,000.00		$94,126,449.54	$7,533,299.38	$165,486,687.16
2057	$104,947,233.11	$95,777,812.94	$1,800,000.00		$97,577,812.94	$7,369,420.17	$172,856,107.32
2058	$108,340,395.61	$99,370,464.95	$1,800,000.00		$101,170,464.95	$7,169,930.67	$180,026,037.99
2059	$111,590,607.44	$102,351,578.86	$1,800,000.00		$104,151,578.86	$7,439,028.59	$187,465,066.58

Preparer Signature: _____ Date: _____

Authorized Representative Signature: _____ Date: _____

NOTES:

16.0 Equipment & Replacement Schedule

The Equipment & Replacement Schedule should include equipment necessary to maintain the capacity and performance of the treatment plant(s) during its useful life. The schedule should include those components intended to maintain the current and future capacity and performance of facilities.

** **An example of an Equipment & Material Replacement would be:**

Equipment / Parts	**Funding Accts.**		***# of Items***	***Date Purchased***	***Useful Life***	***Original Cost***	***Est. Repl. Cost***	***Est. Repl. Yr.***
	Capital Improve.	***O, M & R***						
Clarifier		*X*	*2*	*2008*	*15*	*$80,000.00*	*$85,000.00*	*2023*
Pumps		*X*	*10*	*2007*	*10*	*$30,000.00*	*$33,000.00*	*2017*
Replacement Pipe	*X*		*200*	*1999*	*30+*	*$100,000.00*	*$110,000.00*	*2019*

Equipment / Parts	**Funding Accts.**		***# of Items***	***Date Purchased***	***Useful Life***	***Original Cost***	***Est. Repl. Cost***	***Est. Repl. Yr.***
	Capital Improve.	***O, M & R***						

EPA Project Control Number _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Barbara Doseck, Law Director
Typed Name & Title of Authorized Representative

_____ _____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

Ohio Environmental Protection Agency

Division of Environmental & Financial Assistance

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

www.epa.ohio.gov/defa

OHIO WATER POLLUTION CONTROL LOAN FUND
COMPLIANCE CERTIFICATION

BORROWER Dayton

PROJECT NAME City of Dayton Total Phosphorus Improvements Project

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WPCLF assistance. I also certify that the Borrower:

1 Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.

2 Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.

3 Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.

4 Has not and will not violate any Federal, State or local law pertaining to fraud. bribery, graft, collusion or other unlawful or corrupt practices.

5 Will, during the construction of the project facilities, comply with the provisions of:

A. Federal Executive Order 11246 relating to Equal Employment Opportunity.

B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.

C. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).

D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.

E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)

F. State Executive Order 90-68 relating to construction impacts on wetland areas.

G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.

6 Will, when disbursements exceed $750,000 in any year under this agreement, comply with:
The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.

7 Will comply with Federal Water Pollution Control Act 602(b)(14) pertaining to the procurement of A/E services.

8 Will comply with Federal Water Pollution Control Act 603(d)(1)(E) pertaining to the development of a Fiscal Sustainability Plan.

I certify that I have read and understand these requirements and agree that WPCLF assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signature of Authorized Official

Date

Ohio Environmental Protection Agency

Division of Environmental & Financial Assistance

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

www.epa.ohio.gov/defa

OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT
COMPLIANCE CERTIFICATION

BORROWER Dayton

PROJECT NAME City of Dayton Total Phosphorus Improvements Project

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WSRLA assistance. I also certify that the Borrower:

1 Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.

2 Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.

3 Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.

4 Has not and will not violate any Federal, State or local law pertaining to fraud. bribery, graft, collusion or other unlawful or corrupt practices.

5 Will, during the construction of the project facilities, comply with the provisions of:

A. Federal Executive Order 11246 relating to Equal Employment Opportunity.

B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.

C. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).

D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.

E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)

F. State Executive Order 90-68 relating to construction impacts on wetland areas.

G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.

6 Will, when disbursements exceed $750,000 in any year under this agreement, comply with:
The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.

I certify that I have read and understand these requirements and agree that WSRLA assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signature of Authorized Official

Date

17.0 Application Check List

☐ Facilities Plan

☐ A copy of Legislation authorizing current rates/tap in fees

☑ A copy of Legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA & OWDA (Example: see ATTACHMENT A)

☐ **Planning & Design Loan Only:** Draft ***or*** Executed Copy of Engineering Agreement

☑ **Construction Loan Only:** Engineer's Estimate for project costs. Bid tabs are required to be submitted prior to project approval.

Detailed estimate for Equipment and Force Account

Draft ***or*** Executed Copy of the Engineering Agreement if engineering costs are included in the loan.

☐ If the borrower is using special assessments to cover any portion of the Ohio EPA loan payments, attach a certified statement from a Solicitor/Law Director stating the status of the assessment proceedings, resolutions or ordinances, and notices.

☑ Site Title Opinion Letter signed by Solicitor/Law Director (Example: see ATTACHMENT B)

* ***Note:*** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.

☐ Intermunicipal Service Agreement (if applicable)

☑ Documentation of outstanding debt for planning and/or design costs, to be included in the Ohio EPA loan (if applicable)

ITEMS LISTED BELOW ARE NOT NEEDED WITH THE LOAN APPLICATION.

These are required after the Borrower has reviewed and SIGNED the Ohio EPA Loan Agreement and Exhibits.

☑ General Certificate (Example: see ATTACHMENT C)

☑ Legal procedural letter signed by the Solicitor/Law Director (Example: see ATTACHMENT D)

18.0 Preparer Information

This Application Submitted by (Name & Title) : Chris Clark, Manager, Division of Water Reclamation, Dept of Water

Signature: _____

Date: _____ Telephone Number: 937-333-1834

19.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the Ohio EPA - Water Polution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) programs.

Authorized Representative _____

Title City Manager

Signature: _____ Date: _____

[FORWARD THIS SIGNED LETTER TO DEFA PROJECT COORDINATOR]

Date

Ms. Paula Yade
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

RE: City of Dayton – Total Phosphorus Treatment Design
City of Dayton

Dear Ms Yade:

I am the Law Director for the City of Dayton. The purpose of this letter is to provide a site title opinion that demonstrates the City of Dayton has sufficient legal vested interest in all real property to ensure such construction in accordance with the project schedule and undisturbed operation and maintenance of the completed project for its intended useful life.

Further, this will confirm that all property acquired for this construction project were obtained in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

Closing,

Barbara Doseck
Director of Law
City of Dayton

GENERAL CERTIFICATE
TO BE DELIVERED TO
OHIO ENVIRONMENTAL PROTECTION AGENCY
AND OHIO WATER DEVELOPMENT AUTHORITY

The undersigned, being the Clerk of Commission of the City of Dayton, Ohio, hereby certifies that:

I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the Water Pollution Control Loan Fund (WPCLF) Agreement (as defined below), the following were the incumbents of the listed offices:

	Title	Name
Chief Executive Officer:	City Manager	Shelley Dickstein
Chief Fiscal Officer:	Director of Finance	LaShea Lofton
Chief Legal Officer:	Director of Law	Barbara Doseck
Officer Responsible for Records:	Clerk of Commission	Rashella Lavender

Legislators: City of Dayton Commission: Nan Whaley, Mayor; Commissioner Matt Joseph; Commissioner Jeffrey Mims; Commissioner Chris Shaw; Commissioner Darryl Fairchild

II. The regular meetings of City of Dayton Commission (the "Legislative Body") of the Borrower are held on _____, 2020.

III. Attached hereto is (a) a true and exact copy of Resolution No. _____ (the "Loan Legislation"), approved by the Dayton City Commission Body on _____, 2020, authorizing the Borrower to enter into a Water Pollution Control Loan Fund (WPCLF) Supplemental Loan Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority in the form attached to the Legislation as Exhibit A (the "Water Pollution Control Loan Fund (WPCLF, including a description of the Project Facilities being financed under the Water Pollution Control Loan Fund (WPCLF) Agreement , and (b) a copy of the Water Pollution Control Loan Fund (WPCLF) Agreement executed by the official or officials of the Local Government authorized by the Loan Legislation to execute the Water Pollution Control Loan Fund (WPCLF Agreement on behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.

IV. Attached hereto is a true and exact copy of Ordinance] No. _____ (the "Rate Legislation"), approved by the Legislative Body on _____, 2020, authorizing the current water and sewer rates of the City of Dayton to which the Water Pollution Control Loan Fund (WPCLF) Agreement relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the Water Pollution Control Loan Fund (WPCLF) Agreement .

V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.

Rashella Lavender – Clerk of Commission

_____
Signature

_____
(Date)

(LEGAL LETTER EXAMPLE)

Date

Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215-3516

Executive Director:

The undersigned is the duly appointed and serving Director of Law/Solicitor for the City of Dayton and as such has examined the documents, or copies thereof certified to his/her satisfaction, referred to in the following paragraphs. As said Director of Law/Solicitor, the undersigned advises you that:

1. Resolution No. _____ passed/adopted on _____ by the Council of the _____(the "Borrower") authorizing the execution and delivery of the Water Pollution Control Loan Fund (WPCLF) was duly and lawfully passed/adopted by the Legislative Authority on said date(s), is (are) in full force and effect and has (have) not been withdrawn or repealed as of this date.

2. All formal actions of the Borrower concerning or relating to the enactment of the legislation described in paragraph 1 were taken in an open meeting of the Borrower and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

3. The Water Pollution Control Loan Fund (WPCLF) has been duly executed and delivered and constitutes a valid, legal and binding obligation of the Legislative Authority enforceable in accordance with its terms, subject to the provisions of federal bankruptcy laws and other laws affecting creditor's rights.

Very truly yours,

_____
Barbara Doseck
Director of Law/Solicitor

DRAFT

1st and 2nd Reading 12.
6534-20

By: ..... No .....

A RESOLUTION

Authorizing the Necessary Tax Levies, Requesting the Advance Payment by Montgomery County, Ohio to the City of Dayton, Ohio of Tax Monies Collected for 2021, Certifying the Same to the County Auditor, and Declaring an Emergency.

WHEREAS, The Ohio Revised Code requires municipalities to accept and authorize the necessary tax levies; and,

WHEREAS, As set forth in the Ohio Revised Code §321.34, the Ohio General Assembly has authorized counties within the State of Ohio to provide municipalities in the State of Ohio a percentage of their tax dollars in advance of the normal distribution date if the municipality requests such advance by resolution; and,

WHEREAS, The City of Dayton, Ohio, a municipality in the State of Ohio, desires to receive an advance payment of tax dollars available from Montgomery County, Ohio; and,

WHEREAS, The City desires to improve its job base by encouraging expansion of existing businesses; and,

WHEREAS, In 2014 the City accepted an application to annex property and annexed +/-5.917 acres now referred to as taxing district E211 to facilitate the expansion of a current business located in the City; and,

WHEREAS, In 2016 the City annexed +/-157.234 acres, +/-6.888 acres and +/-9.719 acres, collectively now referred to as taxing district A01-2 to enhance the Dayton International Airport; and,

WHEREAS, The Butler Township Board of Trustees, by Resolution No. 16-67, adopted on November 14, 2016, relinquished 0.2 mills in taxing district A01-2; and,

WHEREAS, Because the inside millage in new taxing district exceeded the 10 mill constitutional limit the City reduced its inside millage from 0.4 mills to 0.2 mills; and,

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health, and safety that this Resolution become effective at the earliest possible date so that it may be filed as required with the Montgomery County Auditor's Office; now, therefore,

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

Section 1. That there is hereby levied on the tax duplicate of the City of Dayton the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

Taxing District E211	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	0.2	5.1
	0.2	9.6

Taxing District A01-2	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	0.2	5.1
	0.2	9.6

All Other Taxing Districts	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	0.4	5.1
	0.4	9.6

Section 2. That the City of Dayton does not consent to the reassignment of the inside millage, and that the City of Dayton does not waive the right to levy its unused inside millage rates in the future.

Section 3. The City of Dayton, Ohio requests the Montgomery County, Ohio Auditor to advance to the City of Dayton, Ohio the maximum percentage of tax dollars available, at the earliest time allowed by law, for 2021, prior to the normal distribution in calendar year 2021.

Section 4. That the Commission directs the Clerk of Commission to certify a copy of this Resolution to the Montgomery County Auditor.

Section 5. 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....., 2020

Signed by the Mayor....., 2020

_____
Mayor of the City of Dayton, Ohio

Attest:

_____
Clerk of the Commission

Approved as to form:

_____
City Attorney

MEMORANDUM | DAYTON

September 22, 2020

TO: Shelley Dickstein, City Manager

FROM: Diane T. Shannon, Director MW
Department of Procurement, Management & Budget

SUBJECT: Resolution Accepting Property Tax Rates for 2021

The resolution accepting property tax rates for 2021 from the Montgomery County Budget Commission is being submitted for consideration by the City Commission for the September 30, 2020 calendar.

By Charter, the City of Dayton may only levy 10 mills of property tax without additional voter approval. The Montgomery County Budget Commission requires that the City pass a resolution allocating the use of these 10 mills. (The County Budget Commission is comprised of the County Auditor, County Treasurer, and County Prosecutor.) From 2006 through 2011, 5.00 mills had been dedicated to each the General Fund and Debt Retirement Fund, for a total of 10.00 mills. We began adjusting the distribution in 2012 (4.8 mills to the General Fund and 5.2 mills to the Debt Retirement Fund) in order to increase our ability to issue debt. For 2013, we adjusted the distribution by an additional 0.2 mills to offset lost debt capacity: 4.6 mills to the General Fund and 5.4 mills to the Debt Retirement Fund. For 2014, we recommended a further adjustment to move 0.1 mills: 4.5 mills to the General Fund and 5.5 mills to Debt Retirement. The distribution has remained the same since 2014.

In July of 2014, the Dayton City Commission accepted an application to annex +/-5.917 acres now referred to as taxing district E211 to facilitate the expansion of a current business located in the City. In 2016, the City annexed +/-157.234 acres, +/-6.888 acres and +/-9.719 acres, collectively now referred to as taxing district A01-2 to enhance the Dayton International Airport. The Butler Township Board of Trustees (by Resolution No. 16-67, adopted on November 14, 2016) relinquished 0.2 mills in taxing district A01-2. It was agreed that it was in the best interest of the City to maintain its inside millage at 0.4 mills in all districts except E211 and A01-2, where the inside millage was reduced 0.2 mills. Dayton's outside or charter millage remained the same in all taxing districts:

Taxing District A01-2	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	0.2	5.1
	0.2	9.6

Signature: Melissa Wilson
Melissa Wilson (Sep 22, 2020 12:14 EDT)

Email: melissa.wilson@daytonohio.gov

Taxing District E211	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	0.2	5.1
	0.2	9.6

All Other Taxing Districts	Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	0.0	4.5
Bond Retirement	0.4	5.1
	0.4	9.6

For 2021, we are recommending no change from the previous year's distribution of the property tax millage. This allocation is consistent with the guidelines set forth in our City Charter that call for the payment of general debt obligations from property tax revenues. According to our City Charter, our property tax proceeds must be used to ensure all debt obligations are met. Secondly, the General Fund property tax millage is capped at 5.00 mills or 50% of the total.

Regarding authorizing the County Auditor to make property tax advances to the City, we have included language (see Section 3) to our annual tax rates resolution to authorize periodic advances.

Recommendation
We recommend that the proposed distribution for 2021 be adopted. This will ensure current and future debt obligations are met. The Montgomery County Auditor's Office has requested that the resolution be approved prior to October 31. Accordingly, we are asking for emergency legislation, with one reading at two separate meetings. Should you have any questions, please let me know.

DTS/sb

Attachment

Cc: Mr. Parlette
Ms. Lofton
Ms. Jones
Ms. Doseck
Ms. Bryant/Budget File

BACK

DRAFT

2nd Reading
6531-20

13.

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

A RESOLUTION

Authorizing the City Manager to Accept Federal Fiscal Years 2021 and 2022 Federal Aviation Administration Airport Improvement Project Grants from the United States Department of Transportation for Airport Improvement Projects at the James M. Cox Dayton International Airport and Dayton-Wright Brothers Airport on Behalf of the City of Dayton in an Amount Not to Exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00).

WHEREAS, The United States Congress enacted the FAA Reauthorization Act of 2018 (H.R. 302), which is designed to provide grants for local airport improvements; and,

WHEREAS, The City of Dayton owns, operates and maintains the James M. Cox Dayton International Airport and the Dayton-Wright Brothers Airport; and,

WHEREAS, The local Airport Improvement Program at the James M. Cox International Airport and Dayton-Wright Brothers Airport includes undertaking certain projects such as pavement rehabilitation and related improvements, airfield and terminal improvements, land acquisition, master planning, equipment purchases, environmental study, safety, security, and other aviation-related projects; and,

WHEREAS, These projects will be funded by the United States Department of Transportation through Federal Aviation Administration Airport Improvement Project Grants ("AIP Grants") in an aggregate amount not to exceed Twenty-Five Million Dollars and Zero Cents ($25,000,000.00), with an aggregate local cash match not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00) to be provided by City of Dayton Department of Aviation funds; and,

WHEREAS, As a result of the United States Department of Transportation and the Federal Aviation Administration's proclivity to make AIP Grants needing immediate action, it is necessary to authorize the City Manager to accept the award of all AIP Grants on behalf of the City of Dayton during Federal Fiscal Years 2021 and 2022; now, therefore,

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

Section 1. That the City Manager or her designee is authorized to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept AIP Grants awarded by the United States Department of Transportation acting through the Federal Aviation Administration during Federal Fiscal Years 2021 and 2022 in an aggregate amount not to exceed Twenty Five Million Dollars and Zero Cents ($25,000,000.00), with an aggregate local cash match by the City of an amount not to exceed Two Million Five Hundred

Thousand Dollars and Zero Cents ($2,500,000.00), for the following Airport Improvement Program projects at the James M. Cox Dayton International Airport or the Dayton-Wright Brothers Airport: (a) pavement rehabilitation and related improvements, (b) airfield and terminal improvements, (c) land acquisition, (d) master planning, (e) equipment purchases, (f) environmental study, (g) safety, (h) security, and (i) other aviation-related projects.

ADOPTED BY THE COMMISSION....., 2020

SIGNED BY THE MAYOR ....., 2020

_____

Mayor of the City of Dayton, Ohio

ATTEST:

_____

Clerk of Commission

APPROVED AS TO FORM:

_____

City Attorney

MEMORANDUM | DAYTON

September 10, 2020

TO: Shelley Dickstein
City Manager

FROM: Gilbert Turner
Director of Aviation

SUBJECT: Resolution –FAA Airport Improvement Program for 2021-22

The Department of Aviation submits the attached Resolution for approval Commission approval. This Resolution, reviewed by the Law Department, is needed to ensure that the City can take immediate action to receive funding from the Federal Aviation Administration ("FAA") under its Airport Improvement Grant Program ("AIP Program") for projects at the Dayton International Airport and Dayton-Wright Brothers Airport.

This Resolution allows the City to meet the narrow timeline prescribed by the FAA for execution of the required agreement(s) to receive federal funds for Airport projects. As is common practice with AIP Program grants issued by the FAA, there is often a short turnaround time in which to execute an agreement, failure to return the executed agreement can result in revocation of the grant award.

To be proactive and capture as much AIP Program grant funding as possible for Airport projects, this Resolution allows the City Manager or her designee, to execute any documentation or agreements to timely react to the immediacy needed to secure funds under this program.

As always, please contact me at 454-8212 if additional information is needed.

Encl.

cc: Ms. Lofton
File

BACK

DAYTON

Department of Planning & Community Development

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

14.

P.H. - Sept 30, 2020
6:00 P.M.

CASE NO: PLN2020-00216

August 28, 2020

TO: Members of the City Commission

FROM: Greg Scott, President Greg Scott/TC
City Plan Board

SUBJECT: **Transmittal of Report for City Plan Board Case PLN2020-00216**
Rezone 1.43 +/- acres encompassing 633 West Grand Ave., 645 West Grand Ave., 634 North Ave., 702-704 North Ave., and 714 North Ave. to establish Planned Development-179

Applicant: David Lemberg
2443 South Dixie Drive
Dayton, OH 45409

Description: Rezone 1.43 +/- acres encompassing 633 West Grand Ave., 645 West Grand Ave., 634 North Ave., 702-704 North Ave., and 714 North Ave. to establish Planned Development-179 and allow for multi-family dwelling units with associated regulations. The Parcel Identification Numbers that comprise this case are: R72 06606 0037, R72 06606 0035, R72 06606 0019, R72 06606 0036, R72 06606 0016, R72 06606 0044, R72 06606 0018, R72 06606 0034, and R72 06606 0017.

Board Action: Date: August 11, 2020 Decision: Recommended Approval with Modifications

Attachments:
1. Plan Board Minute Record
2. Plan Board Case Report
3. Copy of Ordinance

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

GS/tdk

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

MEMORANDUM | DAYTON

August 24, 2020

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

FROM: Tony Kroeger, Secretary Tony
City Plan Board

SUBJECT: **Advertise Public Hearing for City Plan Board Case PLN2020-00216 Rezone 1.43 +/- acres encompassing 633 West Grand Ave., 645 West Grand Ave., 634 North Ave., 702-704 North Ave., and 714 North Ave. to establish Planned Development-179**

Applicant: David Lemberg
2443 South Dixie Drive
Dayton, OH 45409

Description: Rezone 1.43 +/- acres encompassing 633 West Grand Ave., 645 West Grand Ave., 634 North Ave., 702-704 North Ave., and 714 North Ave. to establish Planned Development-179 and allow for multi-family dwelling units with associated regulations. The Parcel Identification Numbers that comprise this case are: R72 06606 0037, R72 06606 0035, R72 06606 0019, R72 06606 0036, R72 06606 0016, R72 06606 0044, R72 06606 0018, R72 06606 0034, and R72 06606 0017.

Board Action: Date: August 11, 2020 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing is scheduled for Wednesday, September 30, 2020 at 6:00 P.M.**

Advertising: Advertise Public Hearing on **Friday, August 28, 2020**

Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

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

c: Case File, w/ attachment

City of Dayton

Office of the City Commission

City Hall • 101 West Third Street

Dayton, Ohio 45402

(937) 333-3636

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, September 30, 2020 at 6:00 P.M., or as soon thereafter as the hearing can begin. The hearing will be held in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio. However, if certain Covid-19 restrictions remain in place on September 30, 2020, the hearing will be held remotely by electronic means. The City of Dayton will make a determination regarding whether the hearing will be held remotely no later than September 29, 2020 and the decision will be posted on the City of Dayton website at www.daytonohio.gov. If you wish to attend, listen to, or speak at the hearing, please contact Tony Kroeger in the Department of Planning and Community Development at 937-333-3673 or tony.kroeger@daytonohio.gov by 3:00 P.M. on September 29, 2020 for information on how to do so.

The subject of the hearing is the following:

Official Zoning Map Amendment Case: PLN2020-00216

Rezone 1.43 +/- acres encompassing 633 West Grand Ave., 645 West Grand Ave., 634 North Ave., 702-704 North Ave., and 714 North Ave. to establsih Planned Development-179 to allow for multi-family dwelling units with associated regulations. The Parcel Identification Numbers that comprise this case are: R72 06606 0037, R72 06606 0035, R72 06606 0019, R72 06606 0036, R72 06606 0016, R72 06606 0044, R72 06606 0018, R72 06606 0034, and R72 06606 0017.

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

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

RASHELLA LAVENDER, CLERK

OFFICE OF THE CITY COMMISSION

5. PLN2020-00216 – Zoning Map Amendment – Establish a Planned Development overlay at 633 & 645 W. Grand Ave. and 632-634 & 702-704 North Avenue (1.43 acres) that would allow for multi-family dwelling units, with associated regulations

Applicant: Mr. David Lemberg
Mountain Lion, LLC
2443 South Dixie Drive
Dayton, OH 45409

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

Decision: Approved with Modified Planned Development Standards

Staff Comments

Tony Kroeger presented the staff report. The applicant requests a zoning map amendment from single-family residential, MR-5, to the same underlying zoning with a Planned Development overlay. The property has a recent zoning history as follows:

- November 13, 2019 – submittal for a Planned Development for 0.96 acres that included the apartment buildings at 633 Grand Avenue and 645 West Grand Avenue.
- December 9, 2019 – informal meeting with North Central Land Use Board and neighborhood representatives.
- January 6, 2020 – North Central Land Use Board meeting – recommend continuance
- February 3, 2020 - North Central Land Use Board meeting - recommended approval of the planned development with the condition that the property comply with the development standards put forth by Planning Staff, specifically a ratio of 1.5 off-street parking spaces per unit, landscaped community space, security, and compliance with City regulations for modifying structures located within a historic district.
- The applicant met with neighborhood representatives multiple times in this time period as well
- February 11, 2020 - that application was denied at Plan Board
- Since that February 11, 2020 meeting and before this submittal, additional properties acquired at 714 North Avenue and 632-634 North Avenue.
- June 12, 2020 - current application submitted
- July 6, 2020 land use board meeting – recommend continuance
- July 14, 2020 - Plan Board meeting at which the case continued.

Prior to the submittal of plans for this case, the applicant sought the assistance of App Architecture and also acquired property to the northwest and to the east.

Project Setting:

The area in which this site is located is somewhat eclectic, although the immediately predominant land use is single-family homes. That being said, Grafton Oaks Rehabilitation and nursing care is 60 feet to the northeast; the senior living facility Grand Place is 220 to the southwest; and a Dollar General store is 235 feet to the southwest.

Proposed Use:

The proposed Planned Development calls for the reuse of four vacant structures, including two apartment buildings.

Aside from the extensive rehabilitation of these vacant structures, the plan includes the following changes:

- Removal of two curb cuts at West Grand Avenue.
- The removal of the vehicular drive and the construction of a community courtyard between 633 Grand and 645 Grand.
- A new parking layout with additional parking area
- A metal, ornamental fence with brick piers at entrances is proposed around the site perimeter, with gates for vehicular entry

Applicable Plans:

CitiPlan 20/20

Goals

- We are the best at the 4Rs—redevelopment; reuse; revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base.
- A diverse group of people and families live in safe, supportive neighborhoods; care for and respect one another; and succeed in school, the workplace, and life.

Community Development and Neighborhoods

- Ensure that Dayton neighborhoods are stable and diverse, welcome the middle class and are good places to raise families, housing retains its current value as well as grows in value, and Dayton neighborhoods nurture the human spirit and civic responsibility.
- Rehabilitate existing homes in the City's older, inner-ring neighborhoods.

Revised Land use Principles (2007)

- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
- Encourage the adaptive reuse of existing structures.

City of Dayton Zoning Code (Ord. 31752-19)

Promote and uphold the public health, safety, and general welfare of the City through regulation of land and of the type, size, and use of structures.

Neighborhood Planning: Information about these plans, including the adopted Grafton Hill Strategic Plan from 2000, with excerpts has been included in the attachments with this report.

Site Plan Information:

There are 76 vehicular parking spaces proposed for 56 units. Additionally, 54 bicycle spaces are proposed, which would typically allow for a reduction of eight vehicular parking spaces. Therefore, the submitted site plan would meet the required 1.5 parking spaces per unit.

Vehicular transportation would be via North Avenue as the curb cuts from Grand Avenue would be removed at the expense of the applicant. Bicycles would utilize the street network, as well as a future bicycle "cycle track" on Salem Avenue.

No major changes are proposed to the exterior appearance of the buildings, aside from rehabilitation, maintenance, and repair. Modifications will have to follow the same Certificate of Appropriateness requirements as other properties in historic districts.

Exterior lighting must comply with 150.420.3 (Exterior lighting standards). Lighting is not significantly addressed in the plan, and an approvable plan for such must be submitted.

If Plan Board approves this Planned Development, staff recommends that it then would also approve the Final Plan for the development. In other words, it would not come back for site design review, as that review is essentially occurring concurrent with the PD approval.

Staff Analysis:

The applicant originally proposed a site plan that had 62 units and 85 parking spaces. Included among those parking spaces were visitor spaces that directly back onto North Avenue. Now, the site plan includes 56 units and 76 spaces – the directly-onto-North Avenue spaces have been removed, as has a parking space on the southeast part of the site, to allow for a greater setback from the property to the east.

As Plan Board will recall. staff made a number of recommended changes to that originally submitted plan. These are partially incorporated into the currently submitted plan, which the applicant feels is the minimum density necessary for this development to work.

It is important to note that there are Planned Development Standards included with the site plan if it is approved. Those proposed standards are included immediately after this report, and become part of the Approval Ordinance. Noteworthy among those Planned Development Standards are the following:

- The site plan approved by Plan Board in conjunction with this Planned Development shall represent the required Final Plan of the Planned Development. As such, all parking lots, walkways, fencing, dumpsters, and all other features shall be implemented as shown on the plan and associated renderings.
- All approved site plan improvements shall be completed, with compliance verified by the City of Dayton, and all necessary Certificates of Appropriateness issued, before a Certificate of Occupancy can be obtained.
- Certificates of Appropriateness must be obtained for exterior modifications requiring such a permit.

This is a challenging case that has taken up an extraordinary amount of time and/or resources of the developer/property owner, staff, concerned neighbors, and volunteer boards since 633 and 645 Grand were first proposed as part of a Planned Development in November 2019.

Staff believes in the revitalization of vacant buildings, reuse of existing buildings, and staff believes in density. The primary question for Plan Board will be if the proposed site plan—with the associated Planned Development Standards—can meet the points of consideration put forth below.

Public Comments
Mr. Scott announced that public comments would be limited to five minutes per speaker. Mr. Kroeger said this time limit would not apply to Tim Bement, the applicant's architect and representative.

The following individuals spoke about the case:

1. Tim Bement applicant's architect and representative, App Architecture, 615 Woodside Drive, Englewood, OH, spoke about the project. He described the details of the project. It was the same plan as presented at the July 14, 2020 Plan Board Meeting. He also explained the outreach to the neighborhood that has occurred since that meeting. There was a discussion regarding how the project will be held to a specified number of housing units.
2. Bill Marvin of 319 Rockwood Avenue in Dayton spoke in opposition to the application. He explained concerns regarding the ability to carry out the project.
3. Loren and Emily Nelson of 623 Grand Avenue in Dayton spoke in support of the application. They are the immediately adjacent neighbors to the east. They noted that work has been done on the property. They felt it would be a positive for the neighborhood.
4. Dan Barton of 338 Central Avenue in Dayton spoke in opposition to the application. He reviewed the recent history of the property. He noted the momentum of Grafton Hill and the various funding mechanisms that are available of which this project is not taking advantage. He felt that the criteria for consideration could not be met.
5. Monica Snow of 426 East Sixth Street in Dayton spoke in opposition to the application. She felt that it did not align with the City's Comprehensive Plan, particularly to be the best at redevelopment. She felt that this building is substandard for several reasons.
6. Kristine Bertrand of 2443 South Dixie Drive, Dayton, spoke in support of the application. She is an appraiser, and noted the prevalence of vacant properties in the general area.
7. Eric Dye, Vice President, Grafton Hill Neighborhood Association, 308 Central Avenue, Dayton, explained the problems with the apartment buildings over the years. He doubts the ability to execute the plan and is not in support of the application.
8. Will Jacobs of 4015 Meadowsweet Drive spoke in support of the application and felt that it would be an improvement to the neighborhood.
9. Jim Wellman of 216 S. Torrence Street in Dayton supported the character of the applicant.
10. William Siedling of 735 W. Stroop in Kettering spoke in support of the rehabilitation of the buildings.
11. John Gipson was called to speak but could not be understood due to technology issues. He spoke later in the meeting.
12. Ed Hammond of 1020 Hidden Ridge Trail in West Carrollton spoke to the character of the application and supported the development.
13. Joe Moore of 262 James Bohanan Drive in Vandalia, representation for the Grafton Hill Association, noted a number of zoning code regulations that he felt could not be met, including the criteria in 150.350.1, finding that it did not comply with the intent. He noted 150.350.7 and did not feel that the application would safeguard the use and value of the area. It does not represent a harmonious grouping of buildings. He noted 150.350.14 as it relates to density, finding that the development at this density is not warranted.

14. Brian Huelsman of 262 James Bohanan Drive in Vandalia noted the purpose of the Planned Development section as it relates to consistent treatment, and felt that this does not achieve that purpose. He questioned why a traffic study was not required.
15. John Gipson of 151 Bluecrest Avenue in Dayton supported the plan by noting the challenges in Dayton and thought this would be a great addition. He spoke to the character of the applicant.
16. Alec Canterbury of 1 (unintelligible) Avenue in Dayton was concerned about vacancy in the city and felt the development should be supported.
17. Cheryl Bates of 221 Belmonte Park East in Dayton spoke in opposition to the application. She had performed research on properties owned by the applicant or potentially affiliated companies, and felt they were not well kept and had concerns about back taxes. She was concerned about the ability to carry out the project. This was followed by a discussion of items the applicant had said he would include, such as green space and a community room.
18. Tereasa Reedy of 3835 S. Dixie Drive in Kettering is an investor. She feels that Dayton is generally against development and should approve this application.
19. Dave Reynolds of 919 Superior Avenue in Dayton supported the project and spoke about the character of the applicant.
20. Steve Makovec, 6533 Pond Ridge Drive, Centerville, OH, President, Jane Reece Neighborhood Association, and Salem Avenue Peace Corridor representative opposed the application. He did not think there would be a community benefit, and had concerns based on other properties owned by this or affiliated companies.
21. Stephane Anderson of 1027 Epworth Avenue, Dayton, spoke in support of the application and spoke to the character of the applicant.
22. The applicant, David Lemberg, Mountain Lion, LLC, 2443 South Dixie Drive, Dayton, OH supported his application by noting the perseverance that this project has required. He finds it to be code compliant and will be a benefit to the neighborhood. He indicated the highlights of the site plan. He noted the additional land purchases that have been made, and green space added, as well as other changes. He refuted the attachment that showed images of other properties. He noted that he will be held to the standards and regulations of the Planned Development.

It was asked of those attending if anyone else wished to speak. No one else asked to speak; Mr. Scott closed the public hearing.

Board Discussion

The Plan Board discussed the case. Mr. Payne asked how occupancy will be frozen internally to the number allowed by the Planned Development. Mr. Bement said that can occur during the construction documents phase where the number of units is stipulated and tied to zoning approval.

Mr. Scott noted that 150.110.3(F)(7) calls for the Plan Board to review the standards listed in 150.120.10(D)(1) in this situation. He then discussed those standards.

Mr. Payne said that he did not support the proposed Planned Development. He noted there are compatibility issues, and that the site plans calls for it to be overdeveloped. He felt it is too intense. He expressed concern regarding the feasibility of the plan, and that perhaps the building arrangement is obsolete.

Mr. Sauer expressed a desire to see redevelopment when possible. He asked if perhaps there is a way to support a plan that is modified to achieve the desired goals, such as compatibility. The existing buildings on the site are a constraint that will not quickly go away. He felt that the site plan contains too much

parking. The idea that the Board could approve a Planned Development, yet require a subsequent approval of the final plan was discussed.

Mr. Bradley expressed a desire for adaptive reuse if possible, while he still had concerns.

Mr. Payne felt that the required standards could not be met as the site plan was proposed at that time. He expressed a lack of confidence.

Mr. Scott reviewed the standards listed in 150.120.10(D)(1).

Mr. Payne expressed concerns regarding density. He reviewed the standards for consideration of a Planned Development. Specifically, he noted those regarding conformance with the comprehensive plan, the mitigation of impact, and consistency with the zoning code.

A motion was made by Mr. Payne, seconded by Ms. Pegues, but did not carry to deny the proposed zoning map amendment.

Mr. Jeff Payne	Yes		Mr. Paul Bradley	No
Ms. Geraldine Pegues	Yes		Mr. Matt Sauer	No
Mr. Richard Wright	absent		Mr. Greg Scott	No

The motion to deny failed.

Mr. Sauer addressed whether modifications could be established that would achieve an approvable plan, such as stipulating the maximum number of dwelling units.

Mr. Scott noted earlier comments about the desire for a community room and open space.

Mr. Lemberg, the applicant, said that we would like the plan to proceed with modifications if necessary. He agreed to establish a community room.

Ms. Pegues expressed a desire for the modified plan to come back to Plan Board as a final plan.

Mr. Scott said that based on the standards, and with some adjustments to the Planned Development standards, perhaps a plan could be approved.

Mr. Sauer then reviewed previous expressions of what the board and community would like to see at this property, and those would be incorporated as modifications to the Planned Development standards.

The Plan Board discussed the necessary changes to the Planned Development standards that would mitigate impact and achieve a better outcome.

A motion was made by Mr. Sauer, seconded by Ms. Pegues, and carried to recommend City Commission approval of this case based on its ability to make the required determinations specified in R.C.G.O. Section 150.125.7 with the following modifications to the Planned Development Standards.

1. The Final Plan(s) as described in 150.350 of the zoning code shall be submitted for review and approval of the City of Dayton Plan Board. The Final Plan is not included in this approval.

2. A community room of at least 2,500 square feet shall be located in one of the buildings within the Planned Development Boundary.
3. There shall be no parking spaces located between the building at 632-634 North Avenue and the West Grand Avenue right-of-way. The curb cut, apron, and entire driveway area shall be removed.
4. There shall be no parking spaces located to the south of the building located at 632-634 North Avenue and this area shall be comprised of open space (green space/landscaping) for the development.
5. There shall be a minimum of 24 bicycle parking spaces provided in accordance with methods described in 150.700.13(B) of the zoning code.
6. The maximum number of total dwelling units within the Planned Development Boundary shall be 56.
7. The minimum number of surface parking stalls within the Planned Development Boundary shall be 63.

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

Minutes approved by the City Plan Board on September 8, 2020.

Tony Kroeger, Secretary
City Plan Board

City of Dayton
City Plan Board

Decision Memorandum

August 14, 2020

Mr. David Lemberg
2443 South Dixie Drive
Dayton, OH 45409

PLN2020-00216 – A Zoning Map Amendment application for a Planned Development overlay at 633 & 645 W. Grand Ave. and 632-634 & 702-704 North Avenue (1.43 acres) that would allow for multi-family dwelling units, with associated regulations.

Meeting Date: August 11, 2020

Decision: Recommended Approval with Modifications

The City Plan Board recommended City Commission approval of this case based on its ability to make the determinations specified in R.C.G.O. Section 150.125.7 with the following modifications to the Planned Development Standards, which are attached, along with the submitted site plan.

1. The Final Plan(s) as described in 150.350 of the zoning code shall be submitted for review and approval of the City of Dayton Plan Board. The Final Plan is not included in this approval.
2. A community room of at least 2,500 square feet shall be located in one of the buildings within the Planned Development Boundary.
3. There shall be no parking spaces located between the building at 632-634 North Avenue and the West Grand Avenue right-of-way. The curb cut, apron, and entire driveway area shall be removed.
4. There shall be no parking spaces located to the south of the building located at 632-634 North Avenue and this area shall be comprised of open space (green space/landscaping) for the development.
5. There shall be a minimum of 24 bicycle parking spaces provided in accordance with methods described in 150.700.13(B) of the zoning code.
6. The maximum number of total dwelling units within the Planned Development Boundary shall be 56.
7. The minimum number of surface parking stalls within the Planned Development Boundary shall be 63.

This case is anticipated for City Commission public hearing and consideration on **Wednesday, September 30, 2020 at 6:00 P.M.** The public hearing will commence as soon as the agenda will permit.

It is very likely that the hearing will be held remotely. Otherwise the hearing will be held in the City Commission Chambers on the second floor of City Hall, 101 West Third Street, Dayton, OH, 45402. We will notify you of the actual location once determined.

At the public hearing, staff will make a brief presentation on the case and note that staff and the Plan Board recommend approval. You will have the opportunity to make your own very brief presentation and/or add comments. Barring something unexpected, the City Commission will vote on the case at the conclusion of the

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public hearing. If four members of the City Commission vote to approve your request, the ordinance implementing the zoning map amendment will take effect immediately upon passage.

Please contact me (tony.kroeger@daytonohio.gov or 937-333-3673) if you have any questions.

Sincerely,

Tony Kroeger

Tony Kroeger, Secretary
City Plan Board

c: Decision Memorandum Distribution List

CITY PLAN BOARD REPORT
PLN2020-00216 - 633 GRAND AND VICINITY PROPOSED PD
August 11, 2020

REQUEST/ DESCRIPTION:

A Zoning Map Amendment application for a Planned Development overlay at 633 & 645 W. Grand Ave. and 632-634 & 702-704 North Avenue (1.43 acres) that would allow for multi-family dwelling units, with associated regulations.

Applicant:

David Lemberg
2443 South Dixie Drive
Dayton, OH 45409

Property Owner:

Mountain Lion LLC
2443 South Dixie Drive
Dayton, OH 45409

and

John Kingston
Dayton Real Estate Management Trust
35 Consent Court
Schaumberg, IL 60193

Mountain Lion LLC has a land contract to purchase Dayton Real Estate Management's parcel. Mr. Kingston has also signed the application.

Land Use Committee: North Central **Neighborhood:** Grafton Hill

Staff Contact: Tony Kroeger

CURRENT CONDITIONS

Existing Land Use: Four vacant buildings:

and nursing care is 60 feet to the northeast; the senior living facility Grand Place is 220 to the southwest; and a Dollar General store is 235 feet to the southwest.

Proposed Use:

The proposed Planned Development calls for the reuse of four vacant structures, including two apartment buildings.

Aside from the extensive rehabilitation of these vacant structures, the plan includes the following changes:

- Removal of two curb cuts at West Grand Avenue.
- The removal of the vehicular drive and the construction of a community courtyard between 633 Grand and 645 Grand.
- A new parking layout with additional parking area
- A metal, ornamental fence with brick piers at entrances is proposed around the site perimeter, with gates for vehicular entry

Applicable Plans:

CitiPlan 20/20

Goals

- We are the best at the 4Rs—redevelopment; reuse; revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base.
- A diverse group of people and families live in safe, supportive neighborhoods; care for and respect one another; and succeed in school, the workplace, and life.

Community Development and Neighborhoods

- Ensure that Dayton neighborhoods are stable and diverse, welcome the middle class and are good places to raise families, housing retains its current value as well as grows in value, and Dayton neighborhoods nurture the human spirit and civic responsibility.
- Rehabilitate existing homes in the City's older, inner-ring neighborhoods.

Revised Land use Principles (2007)

- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
- Encourage the adaptive reuse of existing structures.

City of Dayton Zoning Code (Ord. 31752-19)

Promote and uphold the public health, safety, and general welfare of the City through regulation of land and of the type, size, and use of structures.

- All approved site plan improvements shall be completed, with compliance verified by the City of Dayton, and all necessary Certificates of Appropriateness issued, before a Certificate of Occupancy can be obtained.
- Certificates of Appropriateness (related to Landmark regulations) must be obtained for exterior modifications requiring such a permit.

This is a challenging case that has taken up an extraordinary amount of time and/or resources of the developer/property owner, staff, concerned neighbors, and volunteer boards since 633 and 645 Grand were first proposed as part of a Planned Development in November 2019.

Staff believes in the revitalization of existing vacant buildings, and staff believes in density. The primary question for Plan Board will be if the proposed site plan—with the associated Planned Development Standards—can meet the points of consideration put forth below.

150.125.7 Amendments to Change Zoning Districts or Zoning Classifications of Properties

(A) When a proposed amendment would result in a change of zoning classification of any property, the Plan Board and City Commission should consider whether:

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

Staff believes that the proposed Planned Development – with the necessary conditions, regulations, and staff-proposed modifications – meets the spirit and intent of the City's Comprehensive Plan. Most notably, because it, and the zoning code, call for the use of Planned Developments when flexibility is necessary. In this case flexibility is necessary due to the unique site circumstances, and the desire to mitigate potential impacts to the surrounding environment. City plans call for the redevelopment of existing buildings and to bring them back to occupancy and stability. With the proper regulations, staff believes that it is in the best interest of the City to allow for the preservation and reuse of these buildings, advancing the directive of facilitating redevelopment as put forth in the city's comprehensive plan.

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

Planned Developments are a unique component of every zoning code. On one hand, here is a zoning code, filled with regulations for each zoning district. And then you have Planned Developments, which have the inherent ability to revisit those traditional regulations. This arises because cities are filled with unique properties that need to be individually analyzed. After all, if one tried to write a zoning code for every possible unique scenario, it would be exponentially longer than it already is. This is a unique property – two large apartment buildings located within a single-family zoning district, which also happens to be in a

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

These services can be accommodated by available infrastructure.

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

The unique situation here – the site history, the buildout, the location – makes this standard not particularly applicable. So, the amount of land that is zoned PD/MR-5 – if there is any –would not offer an alternative to approving this zoning map amendment.

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

There are no errors in the zoning code that need to be corrected. The Zoning Code clearly allows for the use of Planned Developments and are encouraged in the City's Comprehensive Plan.

150.350.8 Final Plan Review Criteria

The Plan Board shall review a Final Plan and determine if it is consistent with the overall intent and purposes of the approved Planned Development. The Plan Board will also review the details of the proposed Final Plan to ensure compliance with all applicable City codes and regulations including:

(A) Preliminary utility easements including fire hydrants, sanitary sewers, and preliminary grading, drainage, and storm water management;

These features have been noted in the application and will be addressed as the site gets redeveloped.

(B) Roadway systems, circulation areas, service areas, parking areas, entrance, exits, and pedestrian walkways within the development and access to public streets that minimize traffic hazards or congestion;

These elements have been addressed with the removal of the curb cuts on Grand Avenue. Pedestrian walkways will be maintained.

Roof top equipment will not be more visible. Screening would likely fall under the guidance of the Landmarks Commission.

(J) Accommodation and access for emergency and firefighting apparatus;

The fencing and gating plan shall be reviewed by the Department of Fire, and any required changes must be made.

(K) Screening and enclosure of trash, recycling, and grease containers, as required by subsection 150.800.10, Screening of Accessory Uses, so as not to be visible from the public right-of-way or adjoining properties;

This is a requirement of the Planned Development standards.

(L) Location of landscaped or screened buffer areas as required within front, side, and rear setbacks and significant buffers with adequate landscaping and screening between the proposed development and adjacent residential areas. (amend Ord. 31752-19, passed 9-419)

Landscaping and screening are essential to this site plan, and they are also addressed and required through the Planned Development standards.

ALTERNATIVES

1. Approve the proposed zoning map amendment/planned development standards and final plan based on the 150.125.7 And 150.350.8 of the zoning code.

2. Approve with modifications the proposed zoning map amendment/planned development standards and final plan based on the 150.125.7 And 150.350.8 of the zoning code.

3. Deny the proposed zoning map amendment/planned development standards and final plan based on the 150.125.7 And 150.350.8 of the zoning code.

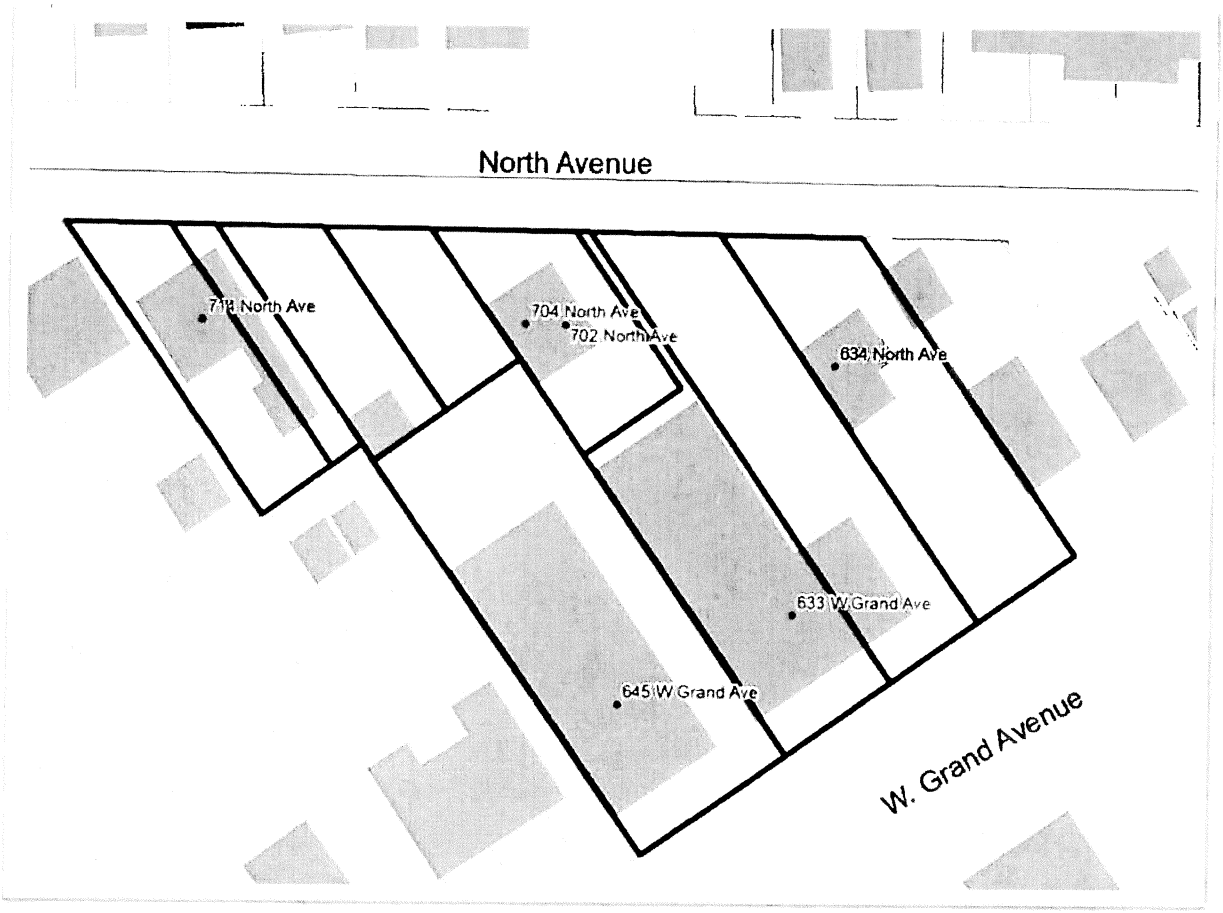
FUTURE ACTIONS

If approved, the proposed zoning map amendment would go to City Commission.

PLANNED DEVELOPMENT STANDARDS

The following land use controls are applicable to this Planned Development. The PD area is 1.43 acres and includes the following addresses: 633 W Grand Avenue, 645 West Grand Avenue, 702-704 North Avenue, and 632-634 North Avenue.

The PD area is indicated on the map below:



Intent & Purpose

To meet the goals and objectives of the development with the facilities that are required, while ensuring the development is compatible with the characteristics of the surrounding neighborhood, the development standards contained herein shall apply to the above referenced parcels.

Project Description

These Standards are for a Planned Development to allow for multi-family dwellings within the subject area, with associated conditions and regulations. The current underlying zoning is MR-5 Mature Single-Family Residential. The development standards contained herein are designed to further the objectives, spirit, and intent of the City of Dayton Comprehensive Plan and the City of Dayton Zoning Code.

Phasing and Final Approval

The Final Plan(s) as described in 150.350 of the zoning code shall be submitted for review and approval of the City of Dayton Plan Board. The Final Plan is not included in this approval.

All approved site plan improvements shall be completed, with compliance verified by the City of Dayton, and all necessary Certificates of Appropriateness issued, before a Certificate of Occupancy can be obtained.

Permitted & Conditional Uses

A. All uses permitted by right, permitted by right with supplementary regulations, conditional, or accessory in accordance with R.C.G.O. Section 150.305.2, MR-5 Mature Single Family Residential, as regulated herein.

B. The following uses shall also be permitted by right by this Planned Development: Redevelopment of existing multi-family buildings at 633 and 645 W. Grand Ave. as regulated herein shall be permitted. The use of 702-704 as a two-unit structure, and the use of 632-634 as a two-unit structure with bicycle parking and a rental office shall also be permitted.

Unit Size, Density, and Parking

A. The minimum square footage per unit shall be 440 sq. ft.

B. The maximum number of total dwelling units within the Planned Development Boundary shall be 56.

C. The minimum number of surface parking stalls within the Planned Development Boundary shall be 63.

D. There shall be no parking spaces located between the building at 632-634 North Avenue and the West Grand Avenue right-of-way. The curb cut, apron, and entire driveway area shall be removed.

E. There shall be no parking spaces located to the south of the building located at 632-634 North Avenue and this area shall be comprised of open space (green space/landscaping) for the development.

F. There shall be a minimum of 24 bicycle parking spaces provided in accordance with methods described in 150.700.13(B) of the zoning code.

Setbacks

A. Setbacks for any additions or other new construction shall be in accordance with the underlying MR-5 Mature Single Family Residential zoning.

B. Parking areas along North Avenue shall have a minimum setback of five feet from existing sidewalk.

Landscaping, Fencing, & Screening

A. Along the entire West Grand Avenue frontage, street trees shall be planted every 30 feet on center, except where healthy, mature trees already exist.
B. Fencing along West Grand Avenue shall not be located beyond the front face of the existing buildings.
C. Solid opaque fencing and chain-link fencing shall not be permitted along North Avenue. Ornamental fencing, 7-feet maximum in height, may be located along North Avenue and shall have a minimum setback of five feet. Gates may be provided for access. Brick columns shall be installed as shown on the submitted site renderings.
D. The dumpster areas shall be properly screened in conformance with 150.800.10 of the zoning code.

Traffic and Pedestrian Access

A. Existing sidewalks shall be maintained and kept in good repair in perpetuity.
B. Existing curb cuts and drive approaches shall be removed from Grand Avenue, including all of the drive area between the buildings on parcels R72 06606 0016 and 0044, and replaced with curb, sidewalk, and lawn.
C. Vehicular access shall be limited to North Avenue.

Historic District Standards for Modifications

A. Approval by Landmark Commission shall be required for demolition of any structure.
B. Certificates of Appropriateness must be obtained for exterior modifications requiring such a permit.
C. Minor deviations from the submitted site plan that are required by the Landmarks Commission shall not require the amending of this Planned Development, unless the Director of Planning and Community Development determines that such a change will significantly alter the objectives and impact of this Planned Development.

Exterior Lighting and Security Standards

A. Lighting for off-street parking shall comply with R.C.G.O. Section 150.700.14 (F) - Illumination. A compliant Lighting Plan must be submitted and approved by Zoning Administrator.
B. Security cameras shall be installed and operated to ensure a safe and secure environment in the parking and open space areas, as well as entrances into the apartment building.

Community Room

A community room of at least 2,500 square feet shall be located in one of the buildings within the Planned Development Boundary.

Site Drainage

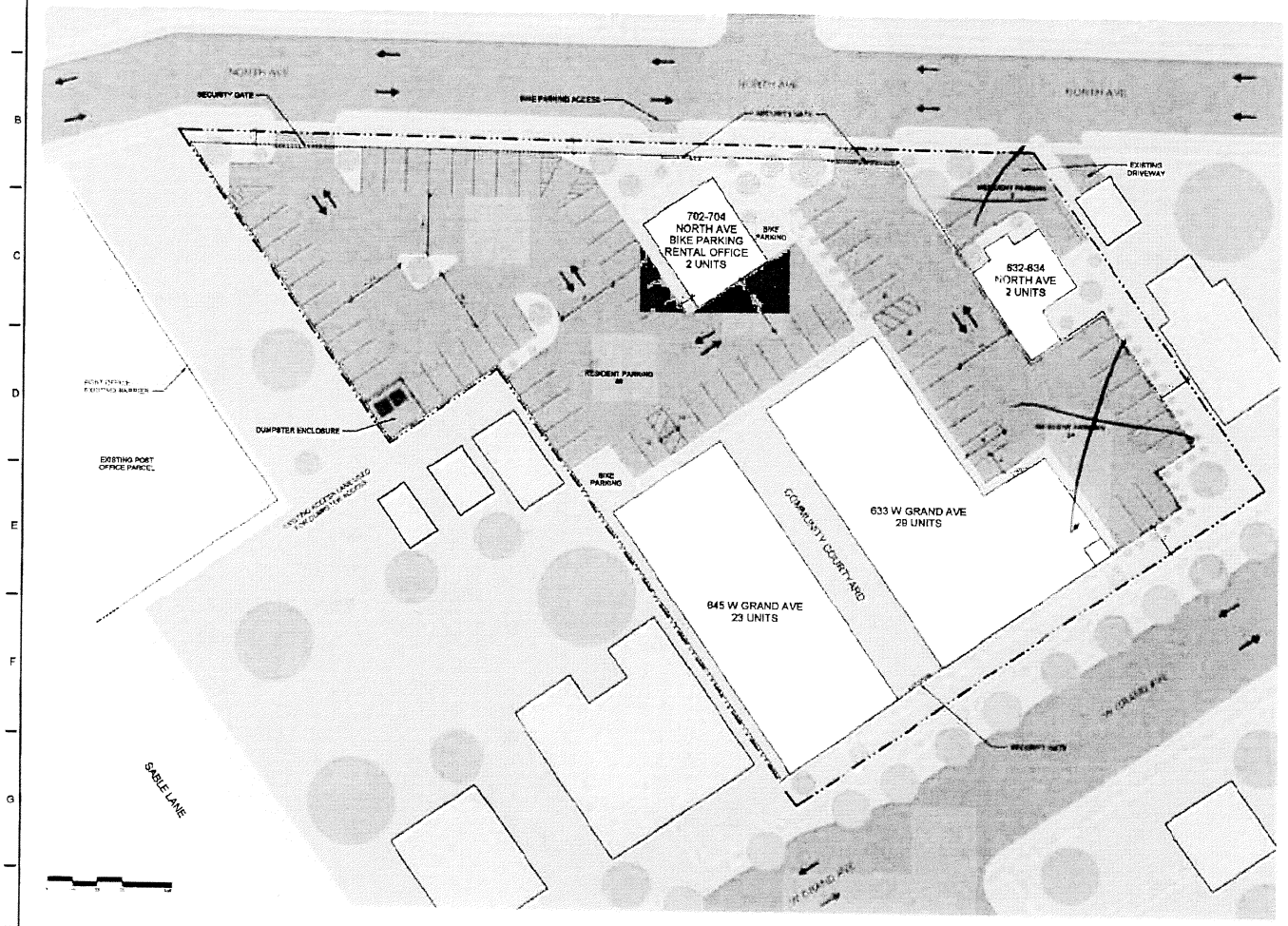
Site drainage shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.

Maintenance

The property owner and/or lessee shall maintain in perpetuity all fencing, screening, landscaping, parking surfaces, sidewalks, and ground surfaces in good condition and keep them neat and orderly in appearance and free of refuse, debris, and weeds. All damaged fencing, screening, and landscaping, and ground surfaces shall be removed, repaired, or replaced within thirty (30) days or in an acceptable timeframe as determined by the Zoning Administrator.

Plan Adjustment and Interpretation

Minor adjustments to this Planned Development may be made per 150.350 of the zoning code.
The Plan Board may interpret and make modifications to the provisions of this Planned Development, provided that such interpretations and modifications are in substantial conformity with the intent, purpose, and overall design concept of this development.



H1 ILLUSTRATIVE SITE PLAN

NOTES AND LEGENDS

"SITE CURRENTLY SHOWS M UNIT CONFIGURATION"
"FINAL UNIT CONFIGURATION SUBJECT TO CHANGE"

FENCE LINE
PROPERTY LINE
RETAINING WALL
ACCESS LANE
NEW TREE/SHRUB
EXISTING STREET TREE

App Architecture

REBUILDING OHIO

GRAND AVE APARTMENTS

832 - 845 W GRAND AVE DAYTON, OH 45402

Issue

NO.	DATE	DESCRIPTION
	07.14.20	ISSUED FOR ZONING APPROVAL

DATE	7.14.2020
JOB NO	3842.00
DRAWN	DRM
CHECKED	TJS

TITLE: SITE PLAN

SHEET NO: **AC1.0**

Richmond Ave
North Ave
North Ave
North Ave
North Ave
Grafton Oaks
Rehabilitation and...
Sable Ln
W Grand Ave
Grandview Apartments
Sable Ln
Positive Solutions
Counseling Center
Sable Ln

dotloop signature verification:

PLANNED DEVELOPMENT APPLICATION
CITY OF DAYTON, OHIO

A. **Name of Applicant** David Lemberg

Mailing Address 2443 S Dixie Dr

City Dayton State Ohio Zip Code 45409

Daytime Phone Number (937) 230-4441 Fax Number ( )

Email Address mail@mountainlionllc.com

Name of Property Owner Mountain Lion LLC

Mailing Address 2443 S Dixie Dr.

City Dayton State Ohio Zip Code 45409

Daytime Phone Number (937) 230-4441 Fax Number ( )

B. **Description of Property within Boundaries of Planned Development (PD)**

Addresses of Properties 633 W. Grand Ave, 645 W. Grand Ave, 632-634 North Ave, 702-704 North Ave, 708 North Avenue, 712 North Ave, 714 North Ave.

City of Dayton Lot Number(s)
Lot 7573 (2 tracts), Lot 7574, Lot 7575 (tract 1,2,3,4),

Parcel I.D. Number(s) R72 06606 0016, R72 06606 0044, R72 06606 0018, R72 06606 0019, R72 06606 0017, R72 06606 0034, R72 06606 0035, R72 06606 36, R72 06606 37

Total Acreage of Planned Development 1.43 Acres

Existing Zoning for Property:
MR-5

Proposed Zoning for PD:
PD-MMF

Existing Use of Property Vacant (prior multifamily apartment complex)

Principal Use(s) within PD Multifamily apartment complex

Reason PD is Needed:
The reason PD-MMF zoning is needed is to provide structure and uphold high standards to allow zoning to adapt to the properties' highest and best use as a multifamily apartment complex. The adjoining properties that have been purchased are currently zoned MR-5 which is a single-family zoning district. In order to revitalize the properties under their current state, converting the property to a single-family residence is not feasible. A zoning change, variance or conditional use as a legal non-conforming zoning would need to be granted in order to efficiently revitalize the property to maintain the current structure

dodoop signature verification:

Interest of Applicant As owners of the property, our interest is to revitalize the property and offer high quality housing to the community.

C. Required Attachments

Note: In this application, the word "structure" means anything constructed or erected that requires a fixed location on the ground or attachment to something having a fixed location on the ground including, but not limited to, buildings, walls, sheds, gazebos, signs, patios, platforms, paving or fences.

1. Property Description (see instructions for more information)
   - Survey of property within proposed Planned Development, including location and acreage
   - Existing features (streets, alleys, easements, utility lines, existing land use)
   - General topography and physical features, including but not limited to steep slopes, stream beds or other water courses, mature stands of trees, individual tress of substantial age or size, and rock outcroppings.

2. Evidence of Control (see instructions for more information)

3. Development Plan/Site Design Plan (see instructions for more information)
   - Location and arrangement of all existing and proposed structures
   - Proposed traffic circulation pattern within the Planned Development
   - Location and width of all proposed streets and public ways
   - Location, size, and screening of outdoor storage
   - Areas to be developed for parking
   - Points of ingress and egress, including access streets where required
   - Relationship of abutting land uses and zoning districts
   - Location of public or common open space, if any, including parks, playgrounds, school sites, and recreational facilities

4. Development Plan Data (see instructions for more information)
   - Use of all structures within PD
   - Approximate height of all structures within PD
   - Bulk (yard sizes and setbacks)
   - Gross floor area of structures within PD
   - Percentage of site to be occupied by structures (buildings, signs, paving, etc.)

5. Professional Quality Elevations/Illustrations (see instructions for more information)
   - Scale of proposed structure(s)
   - Massing of proposed structure(s)
   - Roof shape of proposed structure(s)
   - Window size, shape, and spacing of proposed structure(s)
   - External materials of proposed structure(s)
   - Site landscaping

6. Restrictions (see instructions for more information)
   - Covenants to be imposed upon the use of land and structures
   - Grants of easements to be imposed upon the use of land and structures
   - Other restrictions to be imposed upon the use of land and structures
   - Proposed easements for public utilities

7. Modifications (see instructions for more information)
   - Modifications from City zoning code regulations otherwise applicable to the subject property

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8 Engineering Study. PDs for Industrial Uses Only (see instructions for format)
- Compliance with applicable performance standards, such as noise; vibration; heat; glare

9. List of Property Owners (see instructions for format)

10. Mailing Labels (see instructions for format)

D. Additional Regulations That May Apply

Density Regulations (City Zoning Code, Section 150.350.21)
Accessibility of Site and Traffic Considerations (City Zoning Code, Section 150.350.22)
Joint and Cross Access in Non-Residential Zoning Districts (City Zoning Code, Section 150.350.23)
Site Layout Screening and Buffering (City Zoning Code, Section 150.350.24)
Site Design Requirements (City Zoning Code, Section 150.350.25)
Common Open Space (City Zoning Code, Section 150.350.26)

E. Authorization to Visit the Property

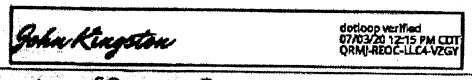
Site visits to the property by City representatives are essential to process this application. By signing below, the owner/applicant authorizes City representatives to visit and photograph the property described in this application.

E. Property Owner(s)' Signature

Signature of Property Owner

June 12, 2020
Date

Mountain Lion LLC
Printed Signature of Property Owner



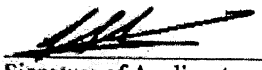
Signature of Property Owner

July 3, 2020
Date

Dayton real estate management trust
Printed Signature of Property Owner

F. Certification and Applicant's Signature

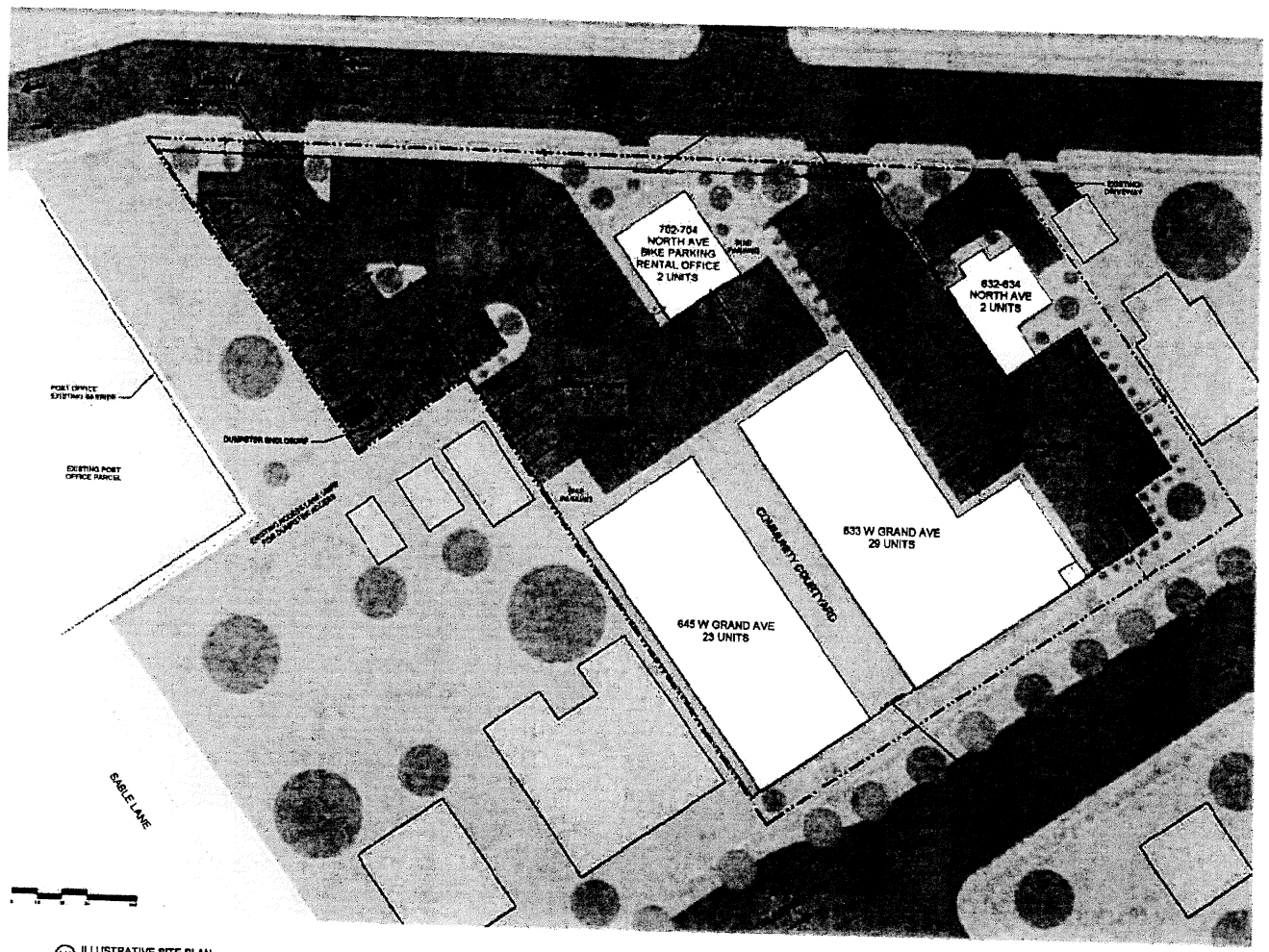
I hereby certify that the information contained in this application and all attachments is true and correct.



Signature of Applicant

June 12, 2020
Date

David Lemberg
Printed Signature of Applicant



H1 ILLUSTRATIVE SITE PLAN

NOTES AND LEGENDS

54	LIVING UNITS & 1 PARKING SPACES PER UNIT =
64	REQUIRED PARKING SPACES
75	TOTAL PARKING SPACES AVAILABLE ON SITE
6	SUBSTITUTE SPACES FROM BICYCLE PARKING
72	PARKING SPACES + 6 MAX SUBSTITUTION SPACES =
66	POSSIBLE PARKING SPACES
74	REQUIRED BIKE PARKING SPACES =
66	SUBSTITUTION BIKE PARKING SPACES =
54	TOTAL BIKE PARKING SPACES

"SITE CURRENTLY SHOWS 54 UNIT CONFIGURATION"
"FINAL UNIT CONFIGURATION SUBJECT TO CHANGE"

FENCE LINE
PROPERTY LINE
RETAINING WALL
ACCESS LANE
NEW TREE/SHRUB
EXISTING STREET TREE

App Architecture

REBUILDING OHIO

GRAND AVE APARTMENTS

633 - 645 W GRAND AVE, DAYTON, OH 45408

DATE	7.14.2020
JOB NO.	3842.00
DRAWN	DRM
CHECKED	TJB
TITLE	SITE PLAN
SHEET NO.	AC1.0

PROPERTY

Land Area:	Total: 1.43 acres
Land to building Ratio:	1.25:1
Improvements:	Building Type: Multi-Family Apartment Complex Year Built: 1968, 1955 and 1968 Current Condition: Below Average Number of buildings 3 Number of Stories: 2 above grade Current units- 68 59 – 1 Bed, 1 Bath 9 – Studio **Proposed Units -62 Units** 4- 3 Bed 2 Bath [NOTE: NOW 56 UNITS] 5- 2 Bed, 2 Bath 50 – 1 Bed, 1 Bath 3- Studio Gross Building Area Building 1: 16,224 Sf Above grade Gross Building Area Building 1: 8,112 Sf below grade Gross Building Area Building 2: 13,104 Sf Above grade Gross Building Area Building 2: 6,552 Sf below grade Gross Building Area Building 3: 2,158 Sf Above grade
Current Zoning:	MR-5
Zoning Authority:	City of Dayton Zoning Department
Current Use:	Current use is Multi-Family Apartment Complex
Highest and Best Use As Vacant:	The highest and best use of the subject, as vacant, is for multi-family apartment complex. The use is as permitted by zoning regulations. The subject has the legal and physical characteristics for any of these uses limited only by size.
Highest and Best Use As Improved:	The highest and best use of the subject is as improved. The remaining economic life of the improvements allow for a satisfactory investment. Razing the improvements and redeveloping the site would not be financially feasible at this time.

Property Description

SITE	
Total Site Size:	1.43 Acres
Land to building Ratio:	1.25:1
Corner Lot:	The site is not a corner lot.
Visibility:	Good
Shape:	Irregular
Topography:	Level
Road Frontage/Access:	340 +/- frontage on the North side of W. Grand Ave. 225 +/- frontage on the South side of North Ave.
Utilities:	Electricity: At site Sewer: Public/City Water: Public/City Natural Gas: At site Underground Utilities: No Adequacy: Good
Site Improvements:	Existing unmarked asphalt parking lot with roughly 50 +/- unmarked parking spaces. 1 car attached garage located within triplex. **Proposed Parking:** Unit:Parking ratio- 1:1.5 Refer to attached site plan **Proposed curb cuts** Remove ingress/egress curb cuts from Grand Ave. side. Utilizing only ingress/egress curb cuts from North Ave. Property consists of iron gate fencing and wood privacy fence currently around all buildings and outline of site: current condition below average. **Proposed Fence** Decorative aluminum fencing will surround the buildings and lot and automatic entry gates will be added at all curb

	cuts to offer more security and safety for the occupants.
Easements/ Encroachments:	We assume that there are no easements, encumbrances, or restrictions that would restrict the property from being developed to its highest and best use. There appears to be an access easement from the adjacent west property. No encroachments noted. It is assumed that the property is free and clear of encroachments.

IMPROVEMENTS

Building Type:	Multi-Family Apartment Complex
Construction:	2 Story/Frame/Concrete Block
Sprinkler System:	Yes
Roof:	Asphalt, membrane and Shingle – Good condition
Quality:	Average
Condition:	Below Average
Building Area:	633 W. Grand Ave Gross Building Area Building 1: 16,224 Sf Above grade Gross Building Area Building 1: 8,112 Sf below grade Current unit breakdown Unit Breakdown Floor 1: 9- 1bed, 1 bath units, 3-Studio Unit Breakdown Floor 2: 10- 1bed, 1 bath units, 3-Studio Unit Breakdown Floor 3: 10- 1bed, 1 bath units, 3-Studio **Proposed unit breakdown: 633 W. Grand Ave.** Unit Breakdown Floor LL: 8- 1bed, 1 bath, 2- 2 bed, 2 baths Unit Breakdown Floor 2: 8- 1bed, 1 bath, 2- 2 bed, 2 baths Unit Breakdown Floor 3: 8- 1bed, 1 bath, 1- 2 bed, 2 baths, 2 Studio apartments 645 W. Grand Ave. Gross Building Area Building 2: 13,104 Sf Above grade Gross Building Area Building 2: 6,552 Sf below grade Current Unit Breakdown Floor 1: 10- 1bed, 1 bath units Current Unit Breakdown Floor 2: 10- 1bed, 1 bath units Current Unit Breakdown Floor 3: 6- 1bed, 1 bath units

Proposed unit breakdown: 645 W. Grand Ave.

Unit Breakdown Floor 1: 10- 1bed, 1 bath units Current
Unit Breakdown Floor 2: 10- 1bed, 1 bath units
Unit Breakdown Floor 3: 4- 3bed, 2 bath units, 1- 1bed, 1 bath unit.

Proposed unit breakdown: 702 North Ave.

Gross Building Area: 2,158 Sf Above grade Unit Breakdown Floor 1: 1- 1bed, 1 bath units
Unit Breakdown Floor 2: 2- 1bed, 1 bath units

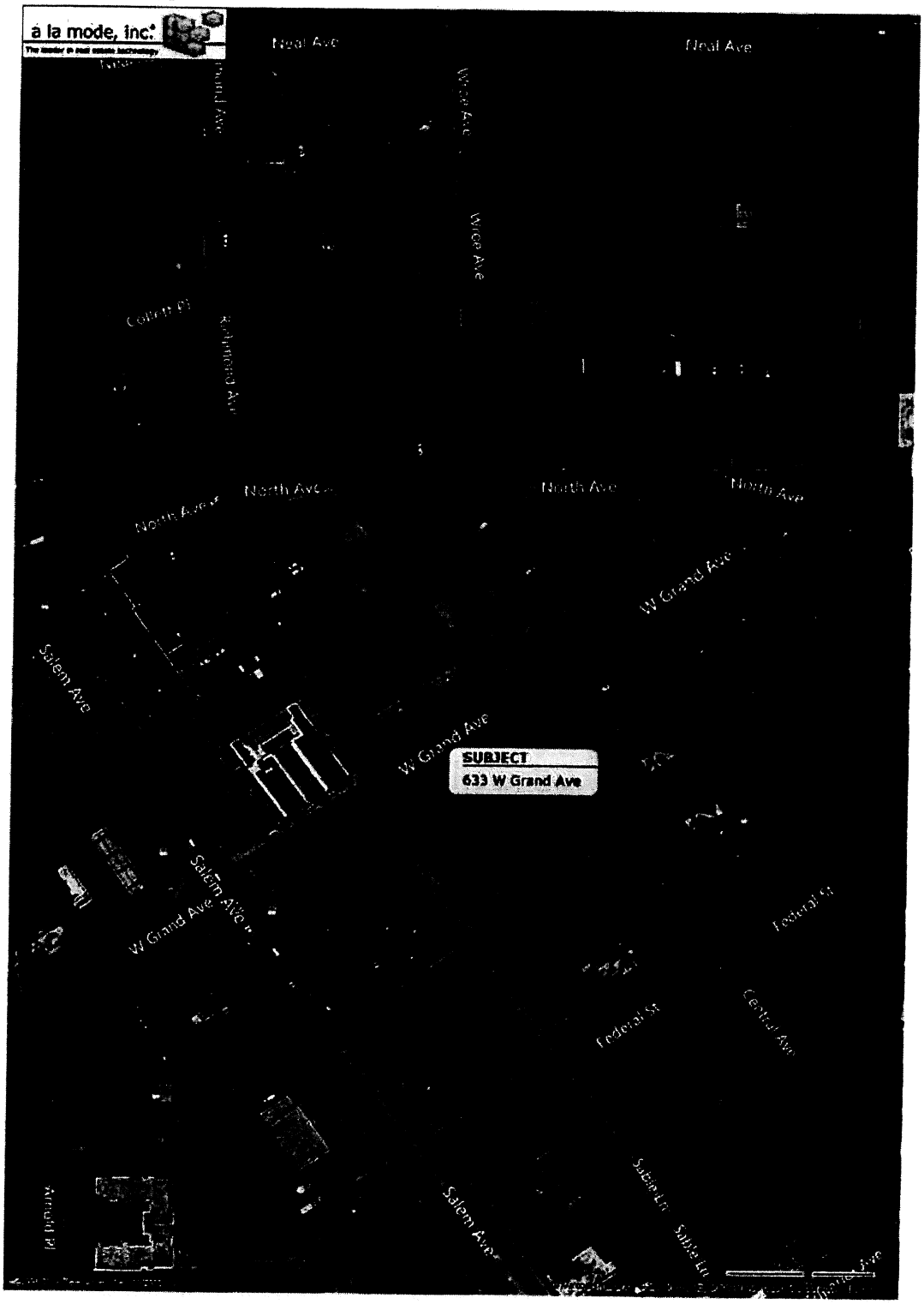
Proposed unit breakdown: 632-634 North Ave.

Gross Building Area: 1,600 Sf Above grade Unit Breakdown Floor 1: 1- 2 bed, 1 bath unit
Unit Breakdown Floor 2: 1- 1bed, 1 bath unit

INTERIOR	
Interior Finish:	Interior features painted drywall walls with painted wood trim, wood and metal doors with carpet, tile, wood and vinyl flooring. The property has been vacant for a period of time; mold is present within interior dry wall, flooring, and cabinetry due to deferred maintenance. All flooring, drywall, kitchen, and bathroom features will be replaced.
Ceiling Heights:	8' to 9'
Floor Cover:	Carpet, vinyl, concrete

MECHANICAL SYSTEMS	
Heating:	Electric baseboard
Cooling:	Window Unit
Hot Water:	Gas
Electrical:	Adequate- requires updates- individually metered.
Plumbing:	Adequate- plumbing within each unit
Sprinkler:	Yes

Block Map

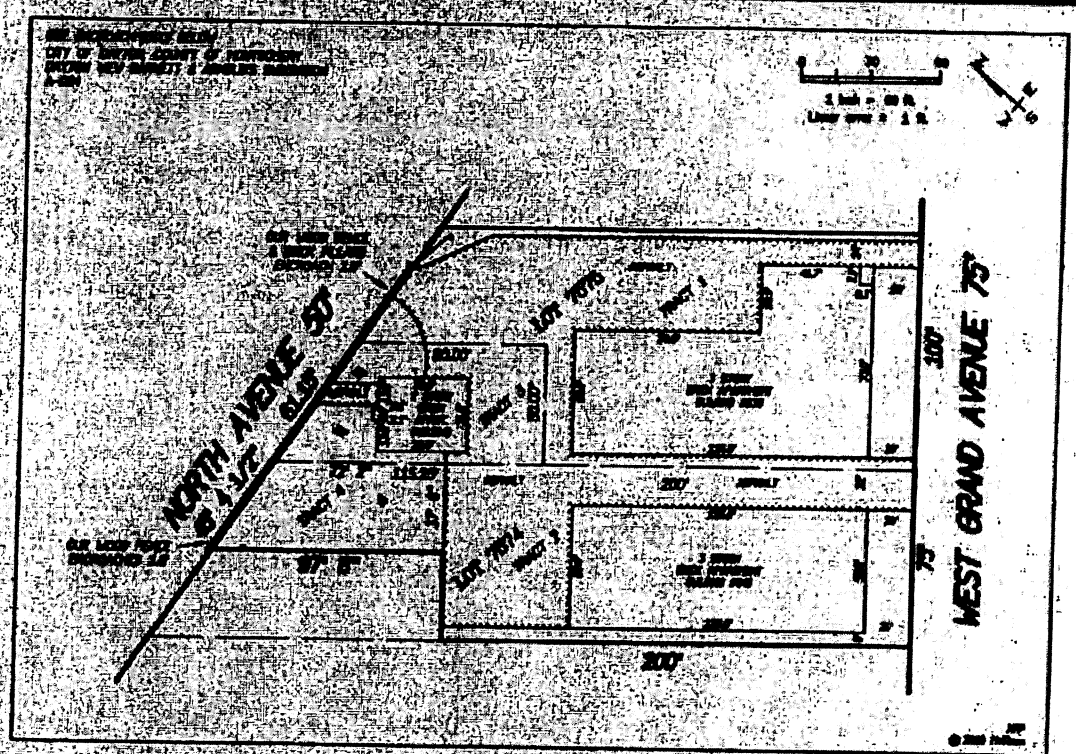

a la mode, inc.
Neal Ave
Neal Ave
Wrap Ave
Wrap Ave
Colton Pl
Richmond Ave
North Ave
North Ave
North Ave
North Ave
W Grand Ave
Salem Ave
W Grand Ave
SUBJECT
633 W Grand Ave
Salem Ave
W Grand Ave
Federal St
Federal St
Central Ave
Salem Ave
Sabin Ln
Sabin Ln
Arnold Pl

Survey

PRESENT OWNER:	
NEW OWNER:	
OCCUPIED BY:	Vacant
WORK:	None Observed
STREET IMPROVEMENTS:	None Apparent
TITLE CO. FILE #:	[illegible]

PROPERTY ADDRESS: 633-645 WEST GRAND AVENUE, DAYTON, OH 45408

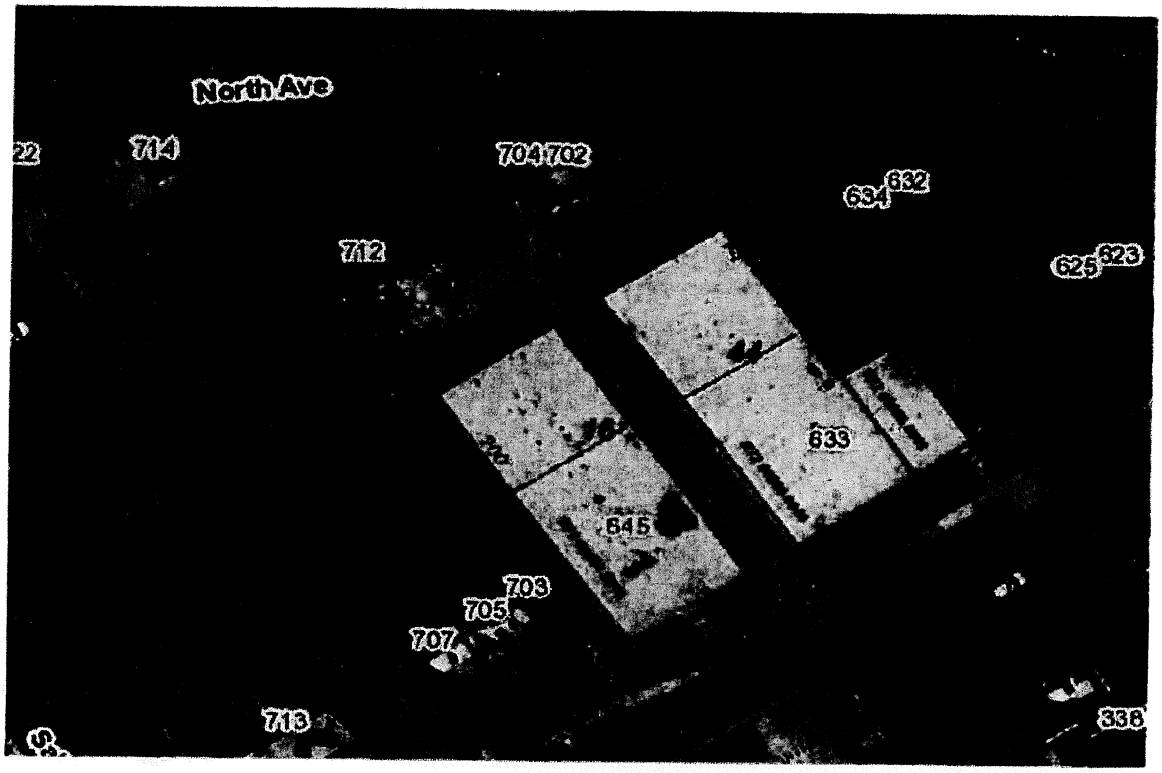
DATE: [illegible] | TIME: 8:00 AM | FILE #: [illegible]



Proudly Surveying all 88 Ohio Counties

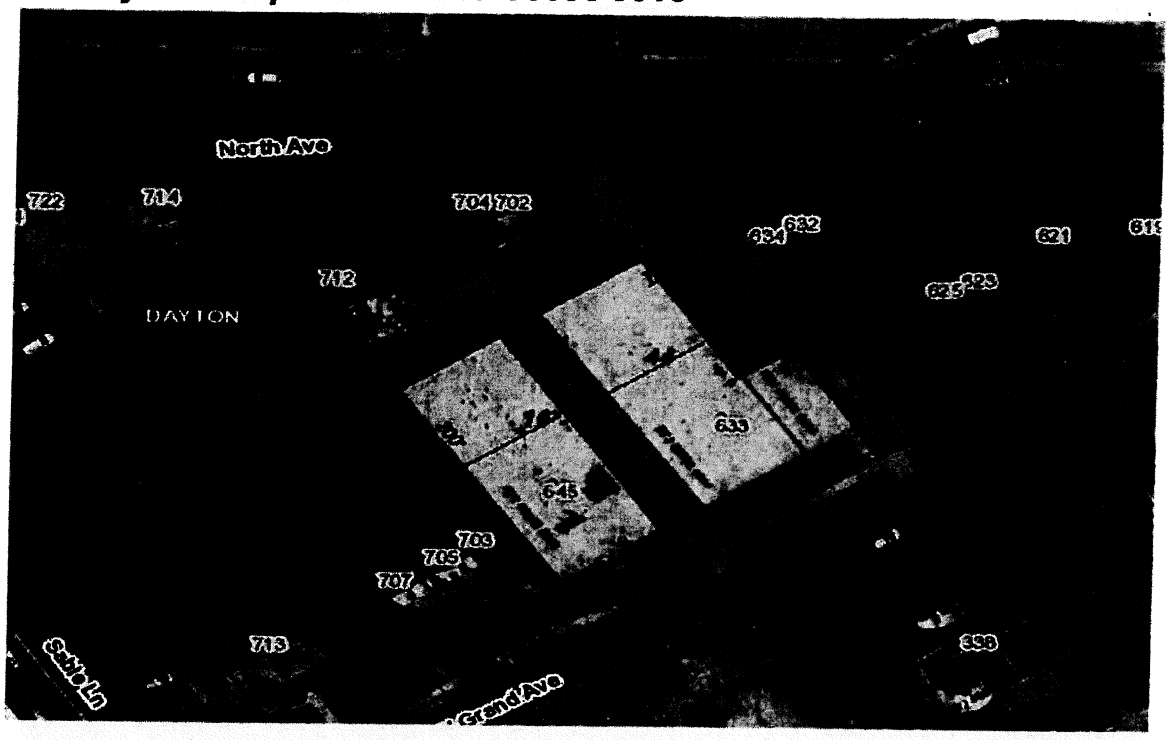
ENGINEERS & SURVEYORS SINCE 1970

County Plat Map Parcel #R72 06606 0016



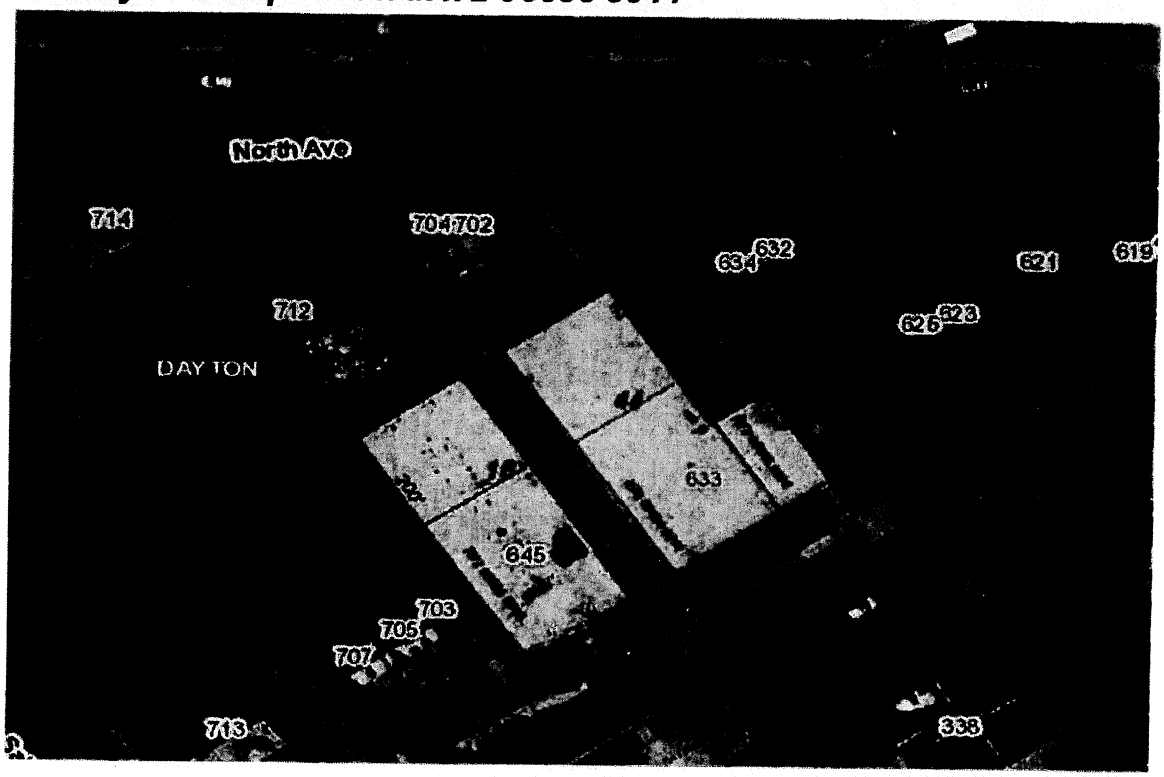
County Plat Map Parcel #R72 06606 0017

County Plat Map Parcel #R72 06606 0018

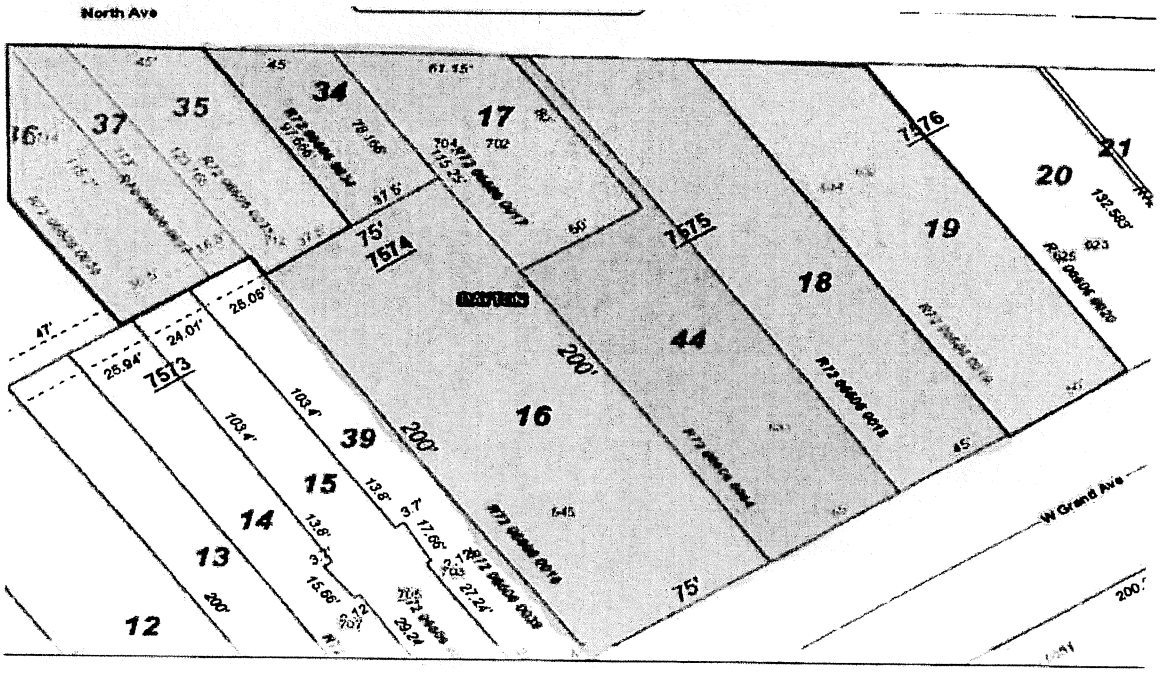


County Plat Map Parcel #R72 06606 0034

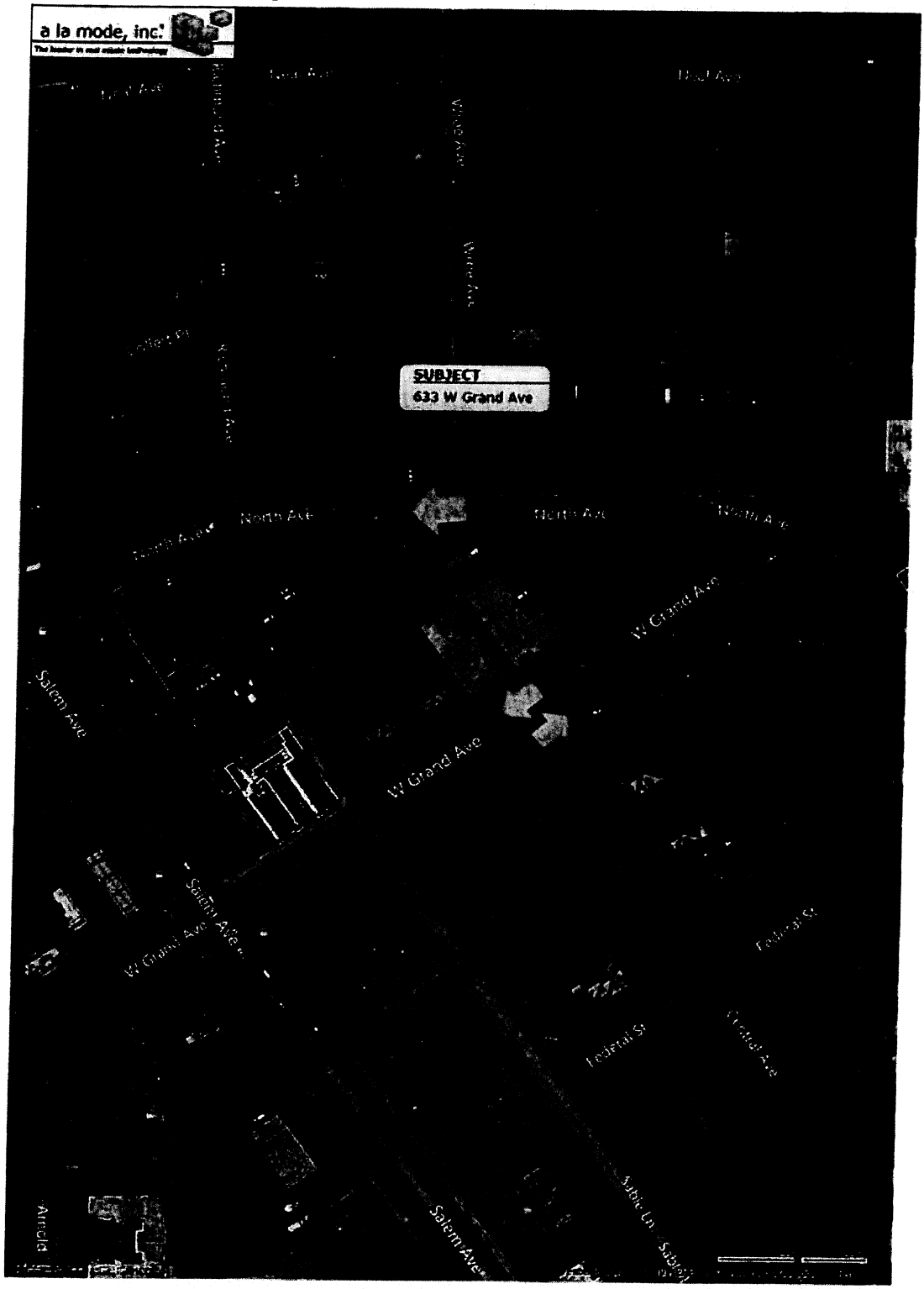
County Plat Map Parcel #R72 06606 0044



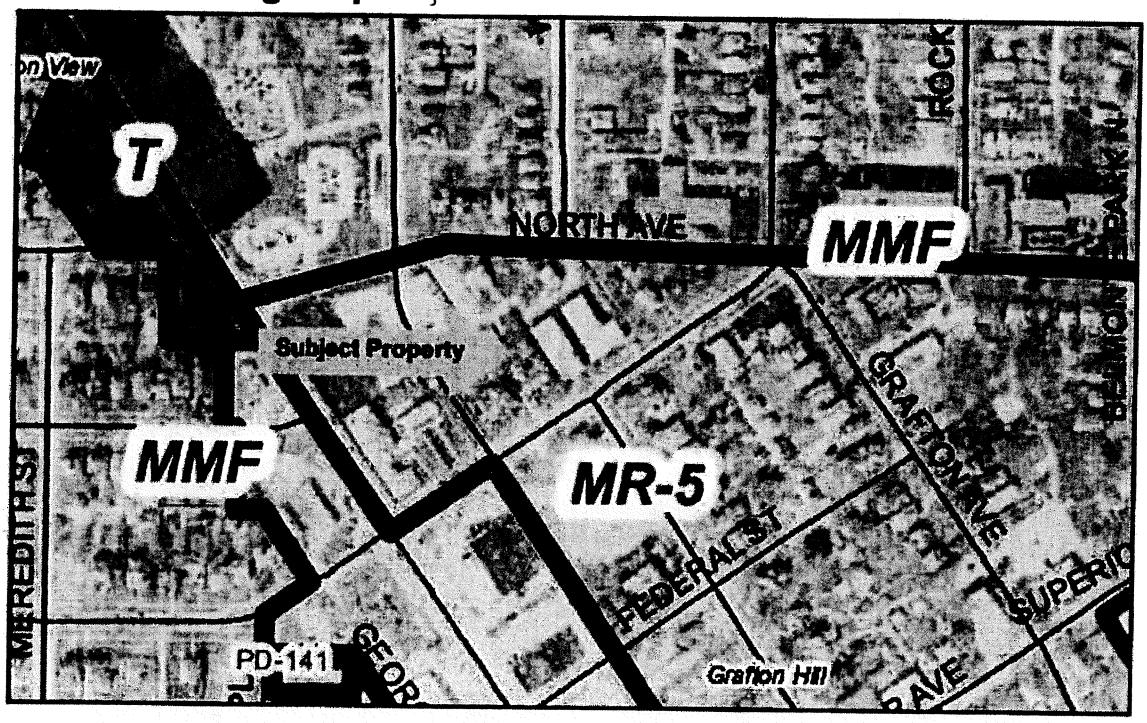
All parcels



Traffic Flow Map



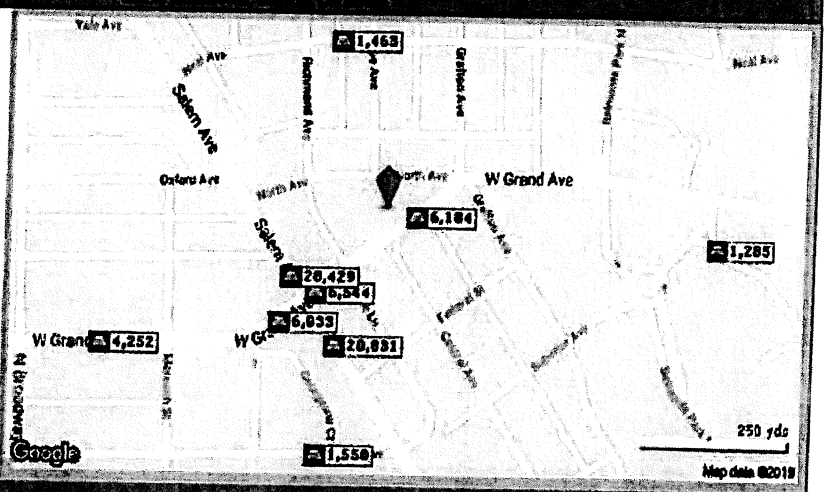
Current zoning map



Traffic Count Report

Traffic Count Report

Building Type: Multi-Family
Building Size: 31,002 SF
# of Units: 70
Avg Unit Size: 444 SF
% Bldg Vacant: 0%
Total Available: 0 SF
Rent/SF/Yr: -



1	W Grand Ave	Central Ave	0.04 SW	2018	6,184	MPSI	.03
2	W Grand Ave	Salem Ave	0.01 SW	2018	6,544	MPSI	.10
3	Salem Ave	W Grand Ave	0.03 SE	2014	28,429	MPSI	.11
4	Salem Ave	Federal St	0.04 SE	2018	29,831	MPSI	.13
5	W Grand Ave	Arnold Pl	0.03 SW	2018	6,033	MPSI	.14
6	Neal Ave	Wroe Ave	0.03 E	2018	1,463	MPSI	.16
7	Superior Ave	Georgeana Ct	0.02 E	2018	1,550	MPSI	.23
8	W Grand Ave	Meredith St	0.07 E	2016	3,800	MPSI	.30
9	W Grand Ave	Meredith St	0.07 E	2018	4,252	MPSI	.30
10	Stoddard Ave	Belmonte Park E	0.01 NW	2018	1,285	MPSI	.32

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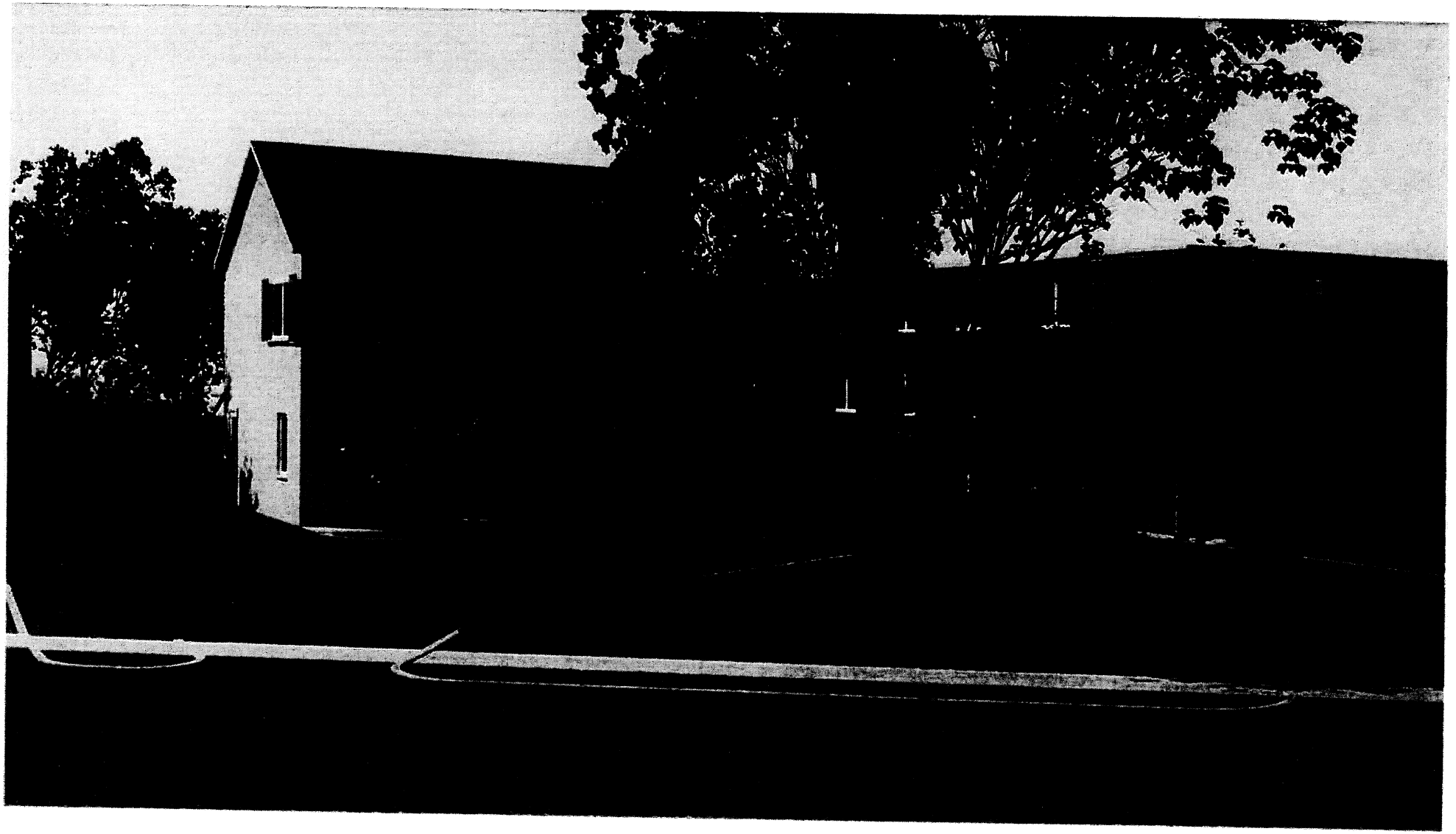
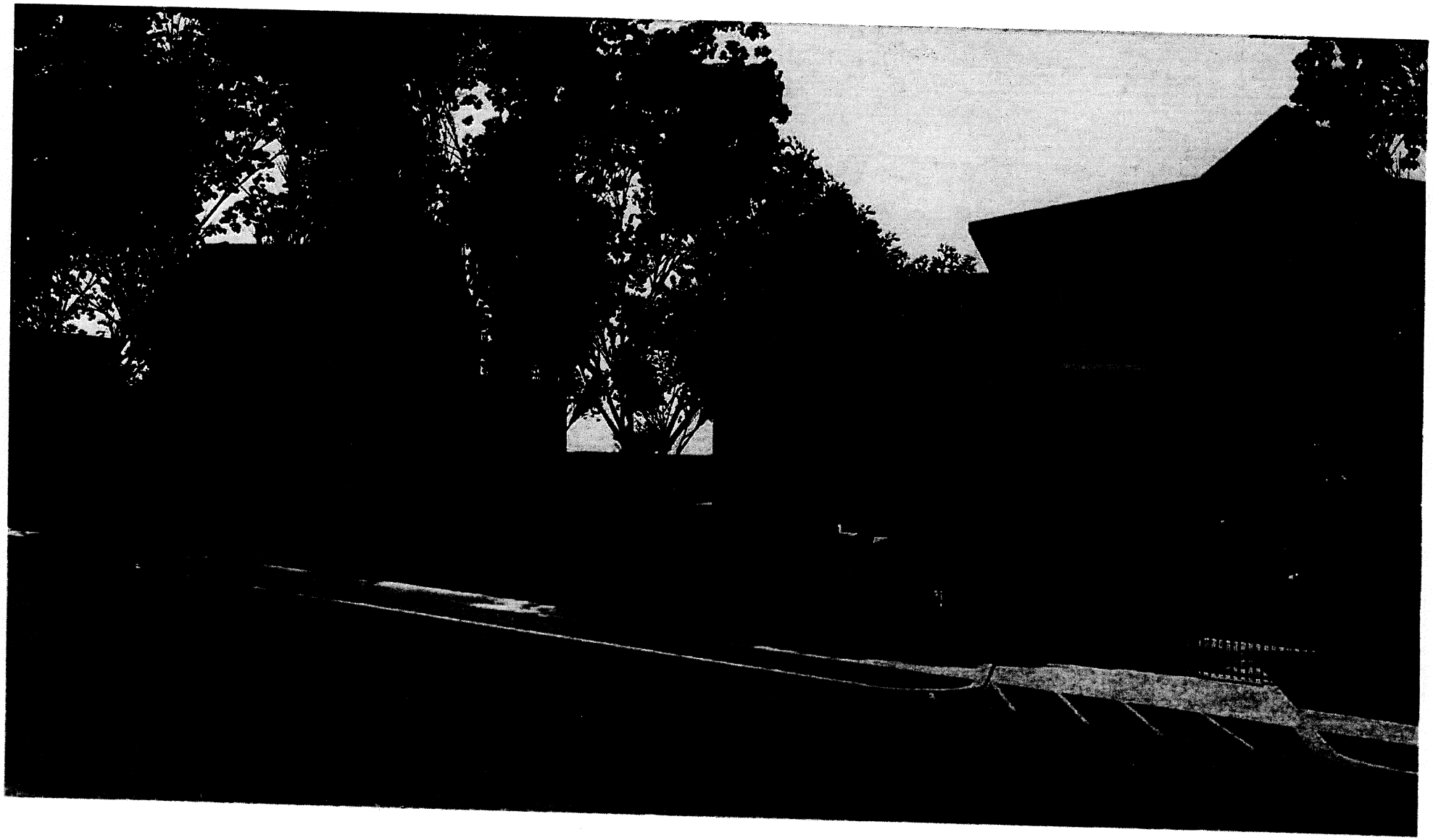
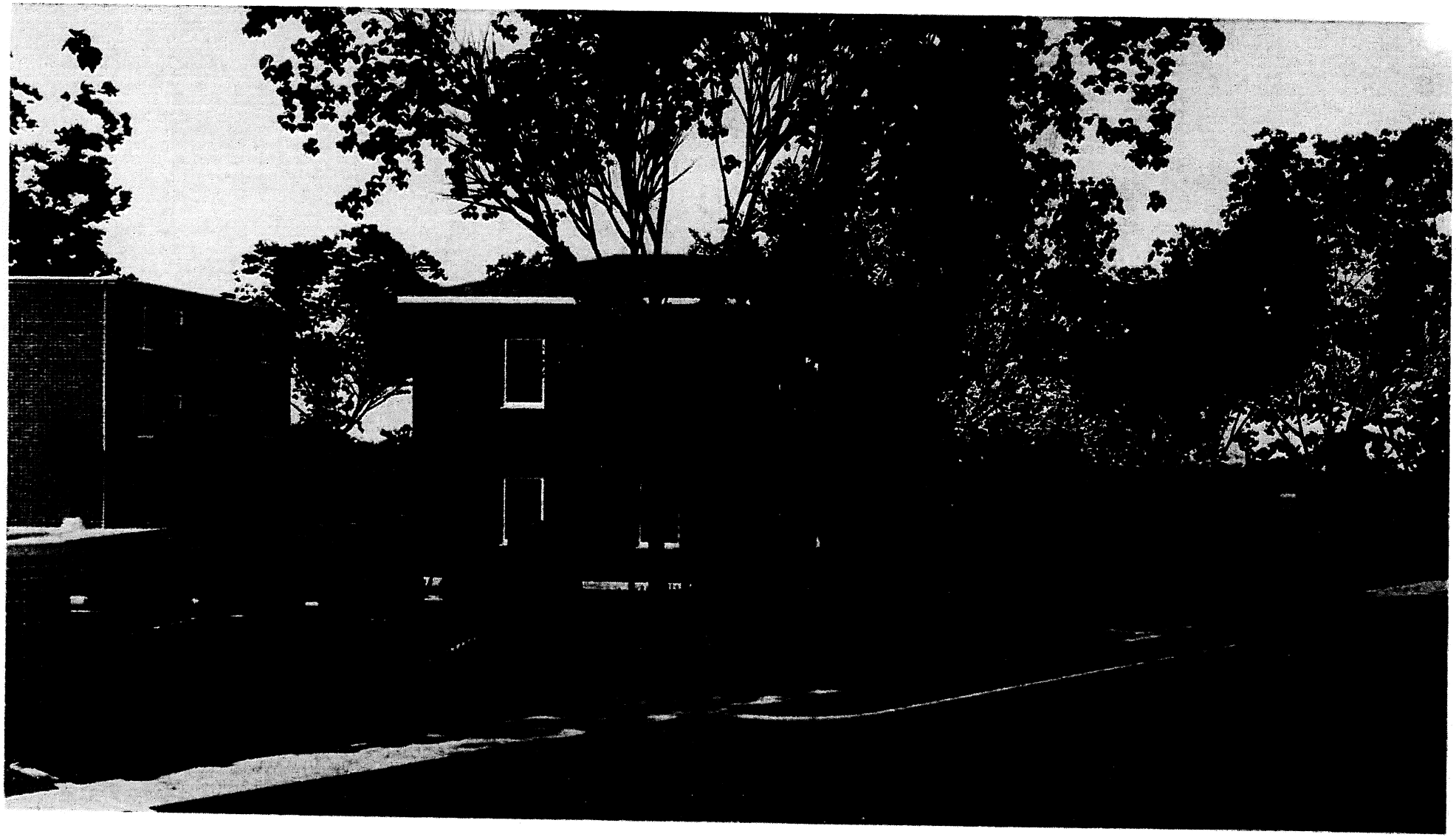
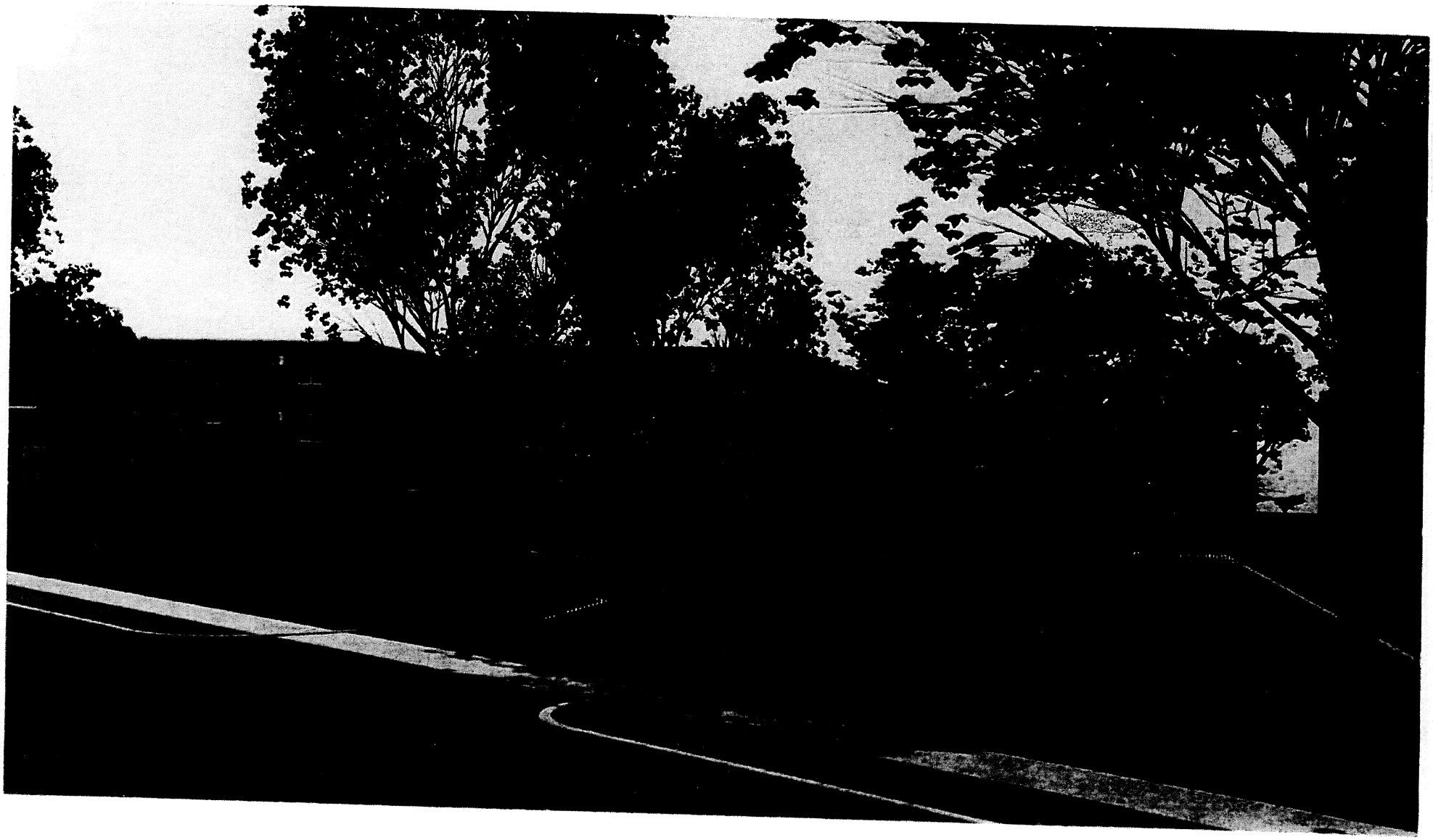
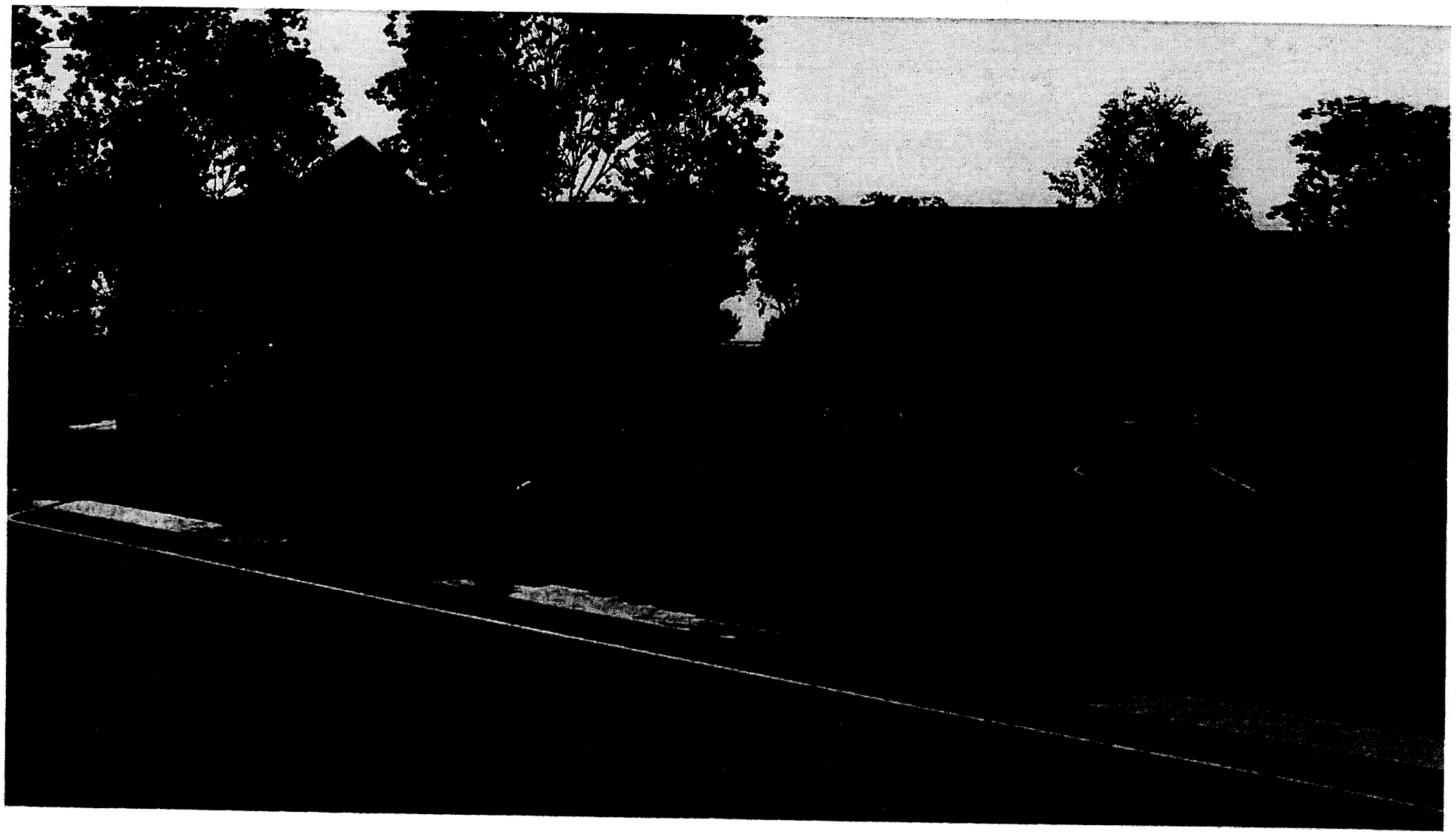
12/26/2019

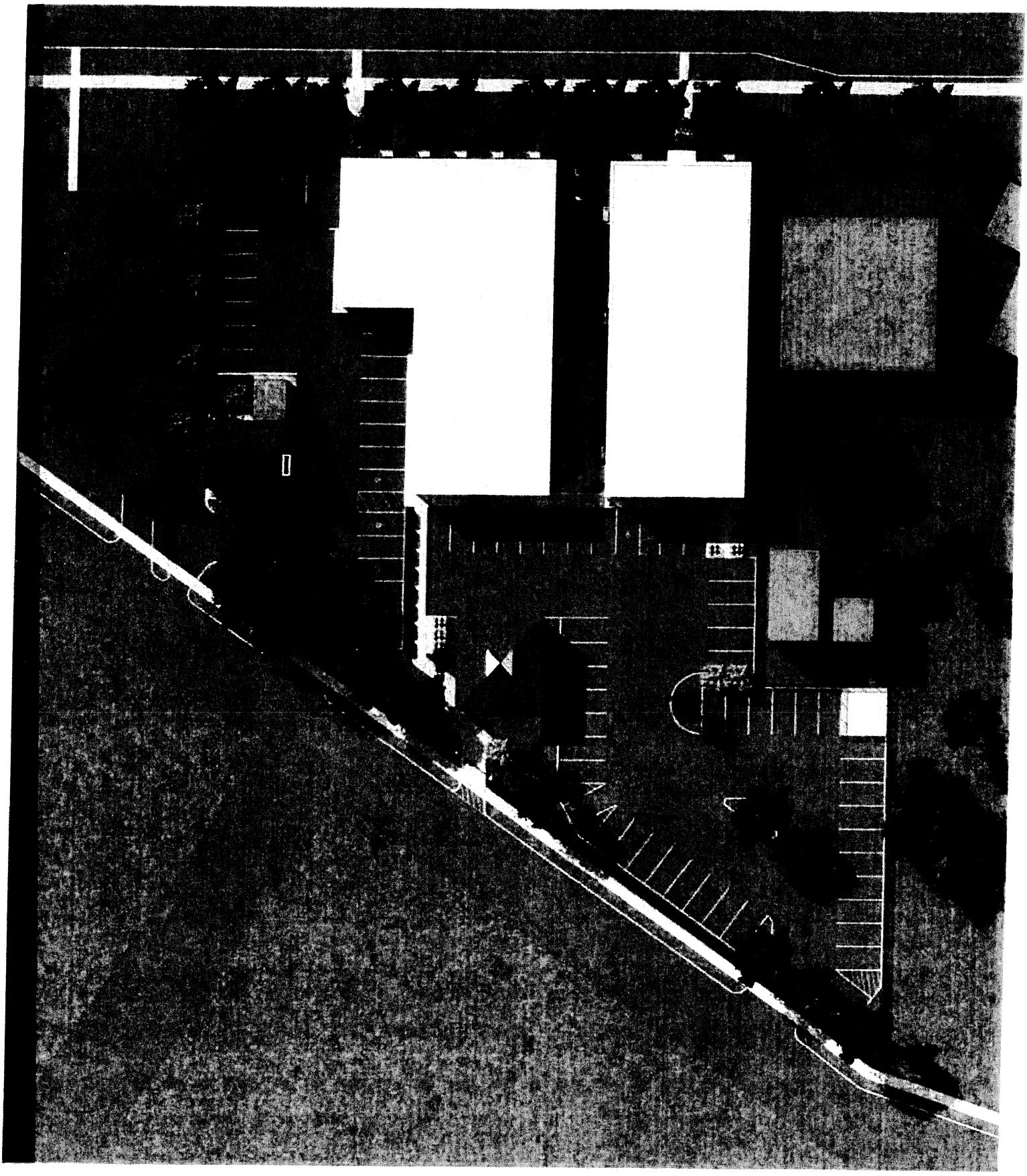












Provided by Dan Barton. Staff Response follows.

633-645 Planned Development Application Analysis -8-7-2020- 7

Sept 4, 2019 Zoning Code Update Version Regulations

Zoning Code PD Item	City Code Content Topic	Application Requirements	Application Content Provided?
			Application Deficiencies
150.350.1	Purposes of PD, Items 1, 2	Process	
150.350.2	Applications (2) Processes	Preliminary Only	
150.350.3	Form of Application	Shall Contain All Information Required	
150.350.4	**Prelimin Application Requirements**		**8-7-2020 Planning Department Modified Application/deficiencies**
	A: Survey	location, sizes, easements, utility, land use, terrain Features	Partial Visual Survey-(Photo)-**No representation of North Avenue Treatments Available for Review-(Which site Plan?)**
	B: Document applicants interest	For all parcels	Missing Ownership-Permission -to-represent **Docs not public**
	C: Ownership information	All Owners, jointly filed	Only Partial-See Separate Ownership in Parcels not included, and currently showing non-applicant ownership-**Updated Docs not public**
	D: Narrative of the Project	utilities, infrastructure in support	Information missing-Inconsistent text to **3 distinct site plan drawings to narrative discrepancies (Which site Plan?)**
	E: Buildings and Uses	Buildings, street, open space, by size-%	Information conflicting- 1 building (632-634) not included in page 2 summary data, sizes and % by use **Summary Table missing**
	F: Summary Table on sizes-use	Acres, sizes, type of use, residence, open, parking by size-%	Information conflicting- 1 building (632-634) not included in page 2 summary data, sizes and % by use **Summary Table missing**
	G: Phasing Plan	Stages addressed?	none proposed
	H: Common Space	from 150.350.19 by size-%	**Sizing info Missing-19% required**
	I: Development Standards for Prelim		
	1) Permitted Use	Land Use Sited-by size-%	Incompatible with underlying Zoning, reference Common Please **Case No. 2016 CV 00475 settlement terms, Incompatible with BZA Ruling,**
	2) Project Connectivity	Street, paths, non-vehicular	Missing Info on North
	3) Parking Design	Parking, location, access, screening	**Still Inadequate,** Some non-permitable spaces (North), Planned parking inconsistent with parking layout design requirements, Code requires minimum 1.5 parking spaces per apt unit, 75 shown (13 non-compliant), 84 needed-(9 short of compliant)
	4)Streetscape	Elements, profile plan	Partially Included, **North still missing**
	5) Urban Design Concepts	build lines, floors, parking/service access etc	**Missing any reference content from the City approved 2000 Grafton Hill Strategic Plan, and the 2005 Renaissance Plan,** which showed the site as blight to be removed
	6) Architectural Building Forms	residential, non-residential, frontage, mech-screen	Missing
	7) Setbacks	perimeter by code, by size-%	**Setbacks remain too small by underlying code requirements,** shoe-horning in too much parking, North Ave set backs **(Which site Plan?)**
	8) Buffering	Screening	**Inadequate space available? (Which site Plan?)**
	9) Open Space	Character, by size-%	**Missing required sizing by lot coverage-sizes (Which site Plan?)**

	J: Traffic Impact	Study (or quotation) (GVH Increase Study?	Still Missing info regarding North Ave 1-way impacts,
		18 Items required	*15 Items deficient*

150.350.5	Final Plan Application Requirements		
	A: Plan(s) Survey	Registerd Survey	
	B: topography	Survey of Topo	Changes? (Per NC Land Use Meeting)
	C: Dimensions	Buildings, Parking, Cars	
	D: Right of Way	Notation of any changes needed	
	E: Building Elevations	comprehensive	
	F: Landscaping	proposed and existing, details	
	G: Sewers	Storm and sanitary, for parking etc	
	H: Common Space	Site Plan-Details	
	I: Dumpsters	Details, Screening	
	J: Screening Plan	Roof, ground etc	
	K: Fences, Walls	Details, Screening	
	L: Lighting	Details, photometric plan	
	M: Phasing	If any	

150.350.6	Planned Phasing	If requested	

150.350.7	Preliminary Review Criteria-		Preliminary Content to date
	A	Consistent with City Plan	Missing any reference content from the 2000 Grafton Hill Strategic Plan, and the 2005 Renaissance Plan, which showed the site as blight to be removed, and Zoning Plan of 2007
	B	Consistent with Other (Grafton Hill Strategic Plan, Renaissance Plan)	Incompatible, missing any reference to multiple GH Strat Plans
	C	Consistent with Goals of Zoning-To Complements Existing Forms	Not Compliant, violates Historic Zoning requirements, Standards, Landmarks Commission Approval Processes
	D	Safeguard Adjacent Values-Grafton Historic Values Recovery Research-(Planning Dept 2-Studies)	Missing, Grafton Hill has a Study which shows Long Term Negative Impacts upon surrounding Properties
	E	Harmonious Grouping in Relationship to Existing	1986 City Historic Zoning approval classified 633-645 as Intrusion into Neighborhood fabric
	F	Massing Form, Character compatible	Intrusion
	G	Preserve Natural Features	N/A
	H	Perpetual maintainance plan	None
		(8 Items)	(7 Items missing)

150.350.8	Final Plan Review Criteria-		Final Application After Prelim Approval
	A	Utilities	
	B	Roadways, circ, Public Parking Access	
	C	Buildings, bulk, height, spatial	
	D	Access Drives	
	E	Parking Areas, circulation	
	F	Internal Traffic Signage	
	G	Parking Lighting	
	H	Signage Plan	
	I	Rooftop Screening	
	J	Emergency Apparatus Accommodation	
	K	Trash Enclosure	
	L	Landscaped Buffers, all sides	

150.350.9	Restrictions	Discription of Grants/Easements	
150.350.10	Statement of Modifications	Discription Modifications	
150.350.11	Criteria	Discription of type, bulk, density, intensity	

150.350.12	Permitted and Conditional Uses	Discription of uses	
	A	List Permitted and Conditional Uses	
	B	Uses defined by this Zoning Code	
	C	Plan Board may limit location of use	

150.350.13	Regulations from the Underlying Zoning	Underlying Zoning applicable to this PD	
150.350.14	Density	Comply w/Underlying Zoning	
150.350.15	Site and Traffic Considerations	Required Traffic Issues	
150.350.16	Cross Access	Parking Traffic, A, B, C , 9 Items	

150.350.17	Site Layout	Listing of required items	
150.350.18	Site Design Requirements	Design Standards (Historic)	

150.350.19	Common Open Space	Minimum 20% of PD, (6 sub items)	

150.350.20	Conditions and Guarantees	Conditions to Protect Public Interest	
150.350.21	Amendments	PB Permitted by Zoning Code	
150.350.22	Adjustments	Zoning Admin Permitted by Zoning Code	

STAFF RESPONSE TO THE ALLEGED "15 DEFICIENCIES"			
At times throughout this process, it has been said by neighborhood representative(s) that the application is lacking in 15 different areas. This is the staff response.			
Cited Point	**Submitted Comment**	**Submitted Comment**	**Staff Reponse**
150.350.4 - Planned Development Application Requirements			
A: Survey	location, sizes, easements, utility, land use, terrain Features	Partial Visual Survey-(Photo)-No representation of North Avenue Treatments	**Sufficient information is provided in the submitted documentation. Noteworthy is that all four buildings proposed to remain in the Planned Development are already existing. Density is being decreased, and therefore the usage of utilities that previously adequately serviced these buildings. Since the site is utlizing current parcels, the Montgomery County parcel data addresses this point as well. The Department of Planning and Community Development staff determines that sufficient information exists for the Plan Board to make an informed decision. Please note the following passage of the Zoning Code, at the beginning of this section: "The Director of Planning and Community Development may waive any of the following requirements or may request additional information or details in order to conduct a thorough review of the application." The applicant has reached out to over 100 neighborhood residents and offered to meet, and of course has attended numerous public meetings.**
B: Document applicants interest	For all parcels	Only Partial-Missing Ownership-Permission - torepresent Docs	**All necessary parcel ownership information and signatures have been provided.**
C: Ownership information	All Owners, jointly filed	Only Partial-See Separate Ownership In Parcels not included, and currently showing nonapplicant ownership	**All necessary parcel ownership information and signatures have been provided.**
D: Narrative of the Project	utilities, infrastructure in support	Information missing-Inconsistent text to drawings to narrative	**Necessary details are in the site plan and application. Included in the submitted materials are the following: building locations, building size, year built, unit breakdown, road frontage, utiltiles, site improvements, finishes, parcel data, traffic counts, traffic flow, zoning, and more. Density is being decreased, and therefore the usage of utilities that previously adequately serviced these buildings.While the various challenges and comments about the site plan have caused changes, the main points of the narrative are constant across the board and changes are straightforward. If any more information were needed, the site plan was described in detail at the July Plan Board meeting, and the applicant has reach out to a wide breadth of neighbors to provide more information.**

E: Buildings and Uses	Buildings, street, open space, by size-%	Information conflicting- 1 building (632-634) not included in page 2 summary data, sizes and % by use missing	**This is clearly visible on the submitted site plan.**
F: Summary Table on sizes-use	Acres, sizes, type of use, residence, open, parking by size-%	Information conflicting- 1 building (632-634) not included in page 2 summary data, sizes and % by use missing	**The information for the proposed site plan is as follows: 16,945 sq ft (28%) is buildings, 29,953 square feet (49.5%) is parking/dumpster area, and the rest of the area (13,617 square feet, 22.5%) is in setbacks, open space, walkways, and bike parking.**
H: Common Space	From 150.350.19 by size-%	Sizing info Missing-20% required	**The information for the proposed site plan is as follows: 16,945 sq ft (28%) is buildings, 29,953 square feet (49.5%) is parking/dumpster area, and the rest of the area (13,617 square feet, 22.5%) is in setbacks, open space, walkways, and bike parking.**
150.350.4(I)(1)			
1) Permitted Use	Land Use Sited-by size-%	Incompatible with underlying Zoning, reference Common Please Case No. 2016 CV 00475 settlement terms, incompatible with BZA Ruling	**This section of the zoning code is where the permitted uses in the Planned Development are put forth. This does not have to be the same as the underlying zoning district. For example the first point under the Purpose section of Planned Developments states, "Provide an opportunity for a mix of land uses otherwise not permitted within the standard municipal zoning district classifications. " This is a unque situation relative to surrounding land uses: a vacant apartment complex (along with two smaller buildings). Whether it can be approved will be up to Plan Board and City Commission, but a Planned Development is a reasonable path to seek such approval.**
3) Parking Design	Parking, location, access, screening	Inadequate, Some non-permitable spaces (North), Planned parking inconsistent with parking layout design requirements, Code requires minimum 1.5 parking spaces per apt unit, 60 shown (13	**This is saying that the parking design shall be addressed in the Planned Development Standards. The site plan shows the proposed parking lot layout and pedestrian paths. Planned Development standards have been developed to supplement the site plan. Whether the parking design is adequete for approval is up to Plan Board.**
5) Urban Design Concepts	build lines, floors, parking/service access etc	Missing any reference content from the 2000 Grafton Hill Strategic Plan, and the 2005 Renaissance Plan, which showed the site as blight to be removed	**Since this is a Planned Development that preserved four existing buildings and does not include any new buildings, the proposed urban design concerpt is apparent -- to preserve existing buildings, and they will look like and be in the same place they always have.**

6) Architectural Building Forms	residential, non-residential, frontage, mech-	Missing	**Very similarly, no major alterations are proposed to the existing buildings. The form and style is proposed to remain the same.**
7) Setbacks	perimeter by code, by size-%	Setbacks too small by underlying code requirements, shoe-horning in too much parking, North Ave set backs	**The parking setbacks are indicated on the submitted site plan. The North Avenue parking setback does not meet typical zoning requirements and Plan Board would be providing relief from this, if the site plan is approved.**
8) Buffering	Screening	Missing-inadequate space available?	**Screening, fencing, and buffers are shown on the site plan and submitted renderings. Plan Board is to determine the adequacy.**
9) Open Space	Character, by size-%	Missing required sizing by lot coverage-sizes	**This seeks an understanding of the character of the open space, which is apparent from the submitted site plans and renderings, and this is part of a Plan Board review.**
J: Traffic Impact	Study (or quotation) (GVH Increase Study?	Missing info regarding North Ave 1-way impacts, New curb cuts	**The only change being proposed to the status quo here is the elimination of curb cuts on Grand Avenue at applicant expense, which was suggested by the neighborhood and staff. A traffic study has not been requested.**
The other highlighted passages are the actual Planned Development Review Criteria that the Plan Board shall consider. (Called "Preliminary Review Criteria" in the neighborhood document.)			

Submitted by Dan Barton

8/5/2020

Renaissance Alliance

Grafton Hill/Northwest Dayton Revitalization Strategy

2002 Proposal for Neighborhood Renewal Excerpts

633-645 PD Case

Executive Overview

Grafton Hill Institutions and North West Dayton residents face some difficult obstacles. Institutions that need to grow are bound by small parcels of property originally laid out in the 1800's for a residential neighborhood. Residents and institutions struggle with the grim legacy of a failed 50's era high-density/low amenity apartment strategy. Parking dilemmas confront all, as 4 institutions and 25 high density buildings compete for limited onstreet parking. Speculative demolition left awkward holes through-out the neighborhood. Renovation has saved historic housing, but is nearing completion, and progress is threatened by security problems within the failing apartment buildings.

The solution we are pursuing is to collectively confront those obstacles, and to break through the structural and environmental legacy each Stakeholder faces.

The changes we intend to effect are:

1. A doubling of the size of the **Grandview Hospital Campus**, including the closure of Forest Avenue, permitting new and expanded facilities and services.

2. The construction of a car **parking resource, topped with a Festival Plaza,** strategically sited between the DAI, Masonic Temple, and Greek Church.

3. The construction of 50+ new market rate **"Historic Name Homes"** with target prices of $275-325K, plus 9 multi-unit "Historic Re-Creation" Condos built to simulate the original historically significant structures of Grafton Hill. Redevelopment of Longfellow into loft housing, and redevelopment of Historic apartments for Low-mod housing, as per Grand Place.

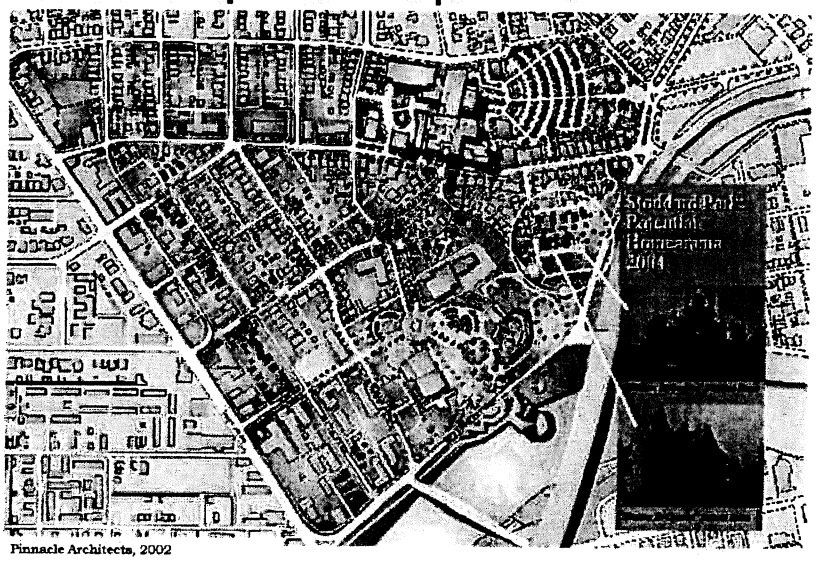
4. Kick-off housing program by hosting **"Citirama" in 2005. "Stoddard Park"**

5. Link the **Festival Plaza to Riverscape** as a destination and the South Anchor.

Goals

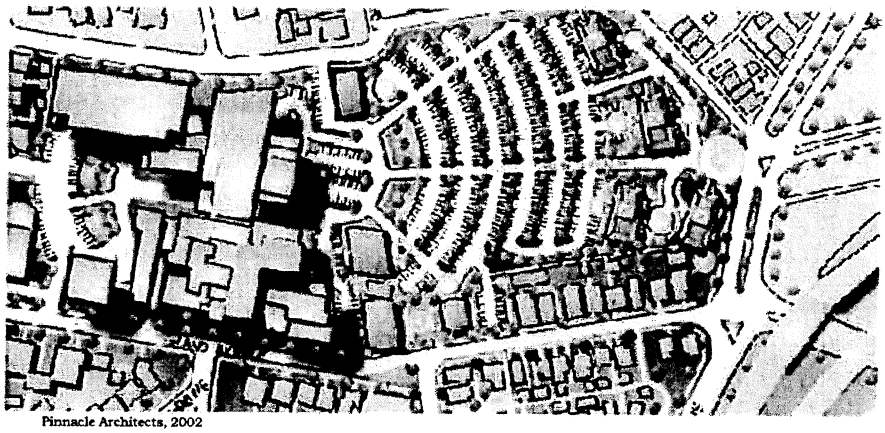
1. Improve the reality and image of security
2. Solve corrosive parking problem
3. Facilitate Institutional growth and development
4. Attract new residents to live within GH with re-creation housing
5. Structural removal of blight and street "quieting"
6. Streetscape improvements for "historic ambience" curb appeal
7. Housing improvements and elimination of failing structures
8. New Housing with emphasis on Historic Significance for Low/Mod and Market rate units
9. Positive Publicity for all Partners
10. A better living, working and visiting environment for renters, homeowners and institutions

Area Map-Concept 2002



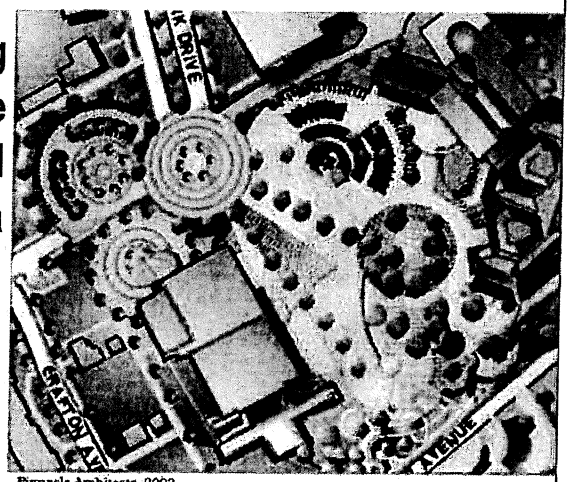
Pinnacle Architects, 2002

Grandview Hospital Plans-2002



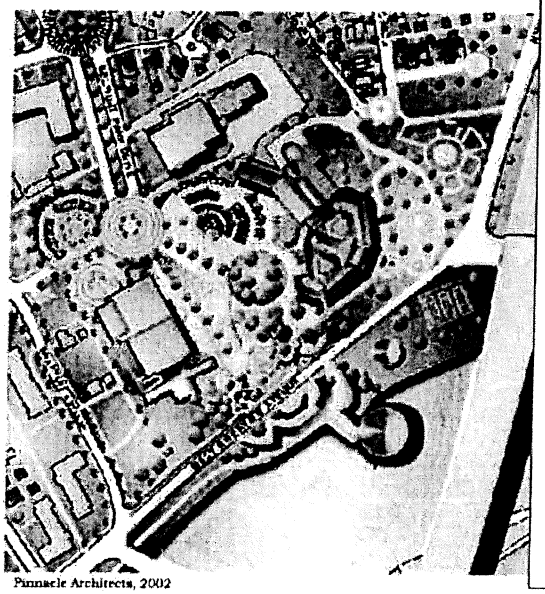
Pinnacle Architects, 2002

Parking Resource & Festival Plaza



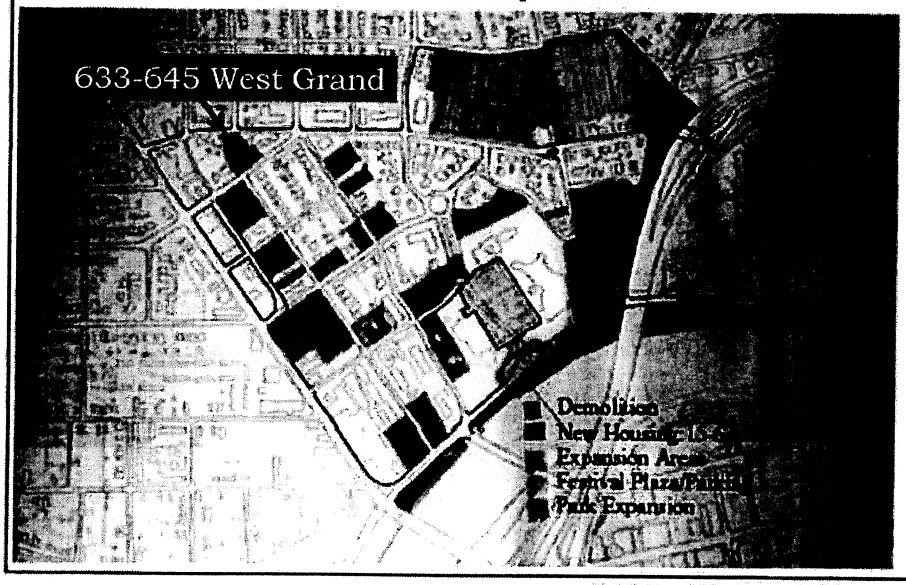
Pinnacle Architects, 2002

Riverscape South Anchor Destination



Pinnacle Architects, 2002

Map of Plan Components



Housing Development

Grafton Hill Neighborhood+CDC Actions Benefiting Stakeholders

	Item	Description	Date	$$$ Amount/Total Investment	Direct Beneficiary	$ Benefit to Neighborhood-Stakeholders
1	Grafton Hill Gateways	Brick Gateway at Grafton, signs	1979	$25,800	all neighbors	
2	NR-Local Historic District	Financable Renovations possible with "comparable-HD" zoning for GH. 75 Houses rise from average 1988 value of $28,000 to 1994 value of $107,000 ($2,100,000 to $5,925,000) From 1996 through 2012 values further increased by 88% to $201,180. for 75 Houses = $15,987,000. (Total value change 1988 to 2012 = $13M)	1988	$15,087,000	all	
3	GrandPlace HTC Rehab	Federal Tax Credit Rehab of Grand Place	1990	$3,000,000	St Mary	$1,800,000
4	Central Avenue "Blight-reduction"	City Grant for StreetScape Improvements	circa 1993	$25,000	all	
5	Grafton Street Closures-Central Ave terminus	Closure drive out Crack Dealers Customers	circa 1990	$40,000	all	
6	Decorative Lighting Demo+Gateway	Decorative Lighting with Banner-Holders	circa 1992	$25,000	all	
7	DAI Lighting Assessment Reduction	Neighborhood eliminates residual assement-HUGE saving to DAI (18K annual) (2007-2014) remainder of properties (TBD-accounting)	2007	$252,000	DAI	$252,000
8	Masonic Lighting Assesment Reduction	Neighborhood eliminates residual assement-HUGE saving to DMC (20K annual) (2007-2014) remainder of properties (TBD-accounting)	2007	$280,000	Masons	$280,000
9	Neighborhood Lighting Assesment Reduction	(2007-2014) remainder of properties (TBD-accounting)	2007	$127,890	all	
10	DAI Grant for Landscaping	GH applies for, and gets Grant for DAI Façade and Landscaping	circa 1993	$100,000	DAI	$100,000
11	Masonic Liquor License-Onsite consumption	Baron speaks at Liquor Hearing for Masonic License	circa 1994		Masons	$200,000
12	Renaissance Alliance Project Grant from HUD	RA Plan receives Federal Grant with St Mary, Regional Planning endorsements	2006-2010	$1,100,000	all	
13	GVH Renaissance Alliance Campus Extension-Grants	GH supports campus extension to Main Street, RA long-term plan	2006-2010	$850,000	GVH	$400,000
14	Renaissance Alliance Project Grant from CDOT	Revisions to Street Configuration-benefit RA long-term plan, Ed Moses Connector	2006-2010	$5,000,000	all	
15	Clear Soundwalls	Upgrade for Clear Soundwalls after GH Intervention	2008-2010	$900,000	DAI/GVH	$400,000
16	Grand/Forest Gateway	Stone Gateway	2007	$10,000	all	
	Totals			$32,831,890		$ 3,432,000

Housing Development

Grafton CDC + "Dayton Renaissance Development LLC" Projects

17	300 Graham-McDonald House	Move historic district (compatible) double into OH Historic District, to an empty lot	1985	$ 65,000	CDC-Neighborhood	
18	325 Central- Hosier House	First use of Historic Tax Credit to facilitate a move for preservation of Historic District Structure, and also Rehabilitate Structure for use as "University-Dorm" Housing. LLC to sponsor additional Dorm Housing	2015-2018	$ 180,000	LLC-Neighborhood	$ 80,000
19	104 Federal- Jones House	First use of Historic Tax Credit to facilitate a move for preservation of Historic District Structure, and also Rehabilitate Structure for use as "University-Dorm" Housing. LLC to sponsor additional Dorm Housing	2015-2018	$ 170,000	LLC-Neighborhood	$ 75,000
Totals				$ 415,000		$ 3,587,000

633-645 Proposed Housing

1: PD- Existing Apartment Configuration

1. 60+ Units
2. 45 Outdoor Exposed Parking
3. < required Green Space
4. Security?
5. Outdoor Amenities like Park Layne lacking
6. Ineligible for Historic Credits
7. Improper use of PD zoning for extreme variance in failed use-scenario

2: PD- Revised-Reduced Density Configuration

1. 35 Units
2. 30 Outdoor Covered Parking
3. 30 in lower levels
4. Has required Green Space
5. Gated Security
6. Outdoor Amenities like Park Layne Included
7. Rehab of 613 Grand
8. Eligible for Historic Credits. 20+45% QRE
9. Use of Downtown Redevelopment District (DRD) to fund items 2,3,4,5, 6 above

2: PD- Condominium Re-Configuration

1. 35 Units, ala Simms Development
2. 30 Outdoor Covered Parking
3. 30 in lower levels
4. Has required Green Space
5. Gated Security
6. Outdoor Amenities like Park Layne Included in Assn
7. Rehab of 613 Grand
8. Use of Downtown Redevelopment District (DRD) to fund items 1-6 above

Submitted by Dan Barton.

Important Existing Planning Documents relevant to consideration of Case #PLN2020-00216- (7-14-2020)

Summary of Defects which should Cause Plan Board to Reject Case #PLN2020-00216

- ***Plan is in irreconcilable conflict with underlying MR-5zoning***
- ***Plan asks the Plan Board to overrule a standing BZA order binding on the City***
- ***Plan asks the Plan Board to overrule an intact Common Pleas Court Order binding on the City***
- ***Plan doesn't contain required findings of Appropriateness from the Landmarks Commission***
- ***Plan does not follow active Grafton Hill Strategic Plans, a summary of which is detailed below***

GH 2000 Plan: drafted 1998-2000 by Planning Director Liz Blume with local leadership by David Brand, Jim Veghte, and the membership of the Grafton Hill Association (GHA). It was adopted by City Commission in July 2000. The plan identified important priorities for GHA, including dealing with poorly maintained apartments with few-amenities, inadequate parking, lacking common and green spacing... "especially problematic... apartments ...at the North End of Central" (HistoricGraftonHillStrategicPlanJan2000-page 8). Problems in the high density Apartment District were to be addressed several ways, including "Buy Structures and Demolish: (page 13) and "pursue in-fill opportunities for single family housing" (Page 13). Page 17 identified "target buildings for demolitions and redevelopment". The problems identified suggesting courses of action including "these apartments have had a series owners, each perhaps improving conditions for a short period, then reverting to the former operational style" This plan proposed that further detailed and targeted updates should be pursued to focus problem-solving solutions. This was done in 2002-2004

2002 Grafton Hill Strategic Update: detailed implementation actions incorporated into the "Renaissance Plan": The 2000 GHA plan update, dubbed **"Renaissance Plan"**, was begun immediately after the 2000 plan's approval, and involved ongoing consultations with Stakeholders: Grand View Hospital, Dayton Art Institute, Masonic Center, Towne Properties, Mayor Turner-Now US House Rep Mike Turner, Dayton Planning Department – John Gower, Aaron Sorrel and Brian Inderriedan, Mayor McLin, Commissioners Neal and Lovelace, UD Urban Studies, Dayton School Board, FROC, and multiple local property and apartment owners.

Stakeholder Grand View Hospital director Roy Chew was especially forthcoming with support, as GVH were starting a long-term Campus Strategic Plan. Grand View engaged the nationally renowned planning firm of Edwards & Kelsey to work with GHA on neighborhood improvement strategies and issues. Edwards & Kelsey developed a conceptual framework for financing the acquisition of and removal of blight, similar to what was then being proposed in Cincinnati's Over The Rhine neighborhood. Additionally Grand View engaged the local architectural firm of Pinnacle to render specific conceptual plans for proposed re-use, those plans (pages 7-11) show specific sites proposed for blight removal and redevelopment. (633-645 Grand were identified as blight due for removal)

Identified issues from the 2000 document were addresses with specific recommendations to pursue when opportunity and resources permitted. These issues included shared parking amongst institutional stakeholders, development growth-path for Grand View Hospital Campus, roadway upgrades, blight removal, and support for use of historic preservation tax-credits for rehabilitating eligible historic properties.

Beginning in 2003-2005 GHA worked to find resources to implement the planned upgrades in the updated plan. When Mayor Turner left for the US House, he re-contacted GHA to request further updates to the "Renaissance Plan" so that he might pursue Federal funding via earmarks. This was done at a series of US House hearings.

In 2003 Edwards and Kelsey had suggested an economic financing strategy involving a TIF district, overlaying a Historic District (as per Cincinnati Over-the-Rhine). Analysis was done, and the "Renaissance Plan" began proposing this funding model for blight acquisition and redevelopment site preparation.

Federal Grant Requests Made: This "Renaissance Plan"strategy was included in a Mike Turner-suggested Federal Earmark Grant request to GHA, prepared by Kelly Fackel of GVH and Dan Barton, GHA President. This request was vetted through the the Dayton Development Coalition, and then approved. The application request was vetted by Dayton Planning Department, and signed off on by City Manager Jim Dineen, and Mayor Rhine McLin. It was submitted for FY 2006 (FOIA confirming dates). St Mary Development was identified as the Grant Agent.

This earmark was included into the Federal Budget by efforts of Rep Turner, and $250,000 in funding for "blight removal" came to St Mary Development. Dick Mc Bride of StM oversaw the blight acquisition and removal process. Additional grants were received for the "Renaissance Plan" in 2007, 2008, 2009, 2010 (confirming dates). All of these grant applications were approved by City of Dayton officers (confirming). The earmark grants also stated that the City of Dayton would implement a TIF district to "multiply the impact" of the earmark expenditure (per application and OTR example), but the City did not fulfill this commitment.

Multiple blighted properties were acquired with these grants, demolished, and received site prep. Also in 2007 (confirming), City zoning in Grafton was updated consistent with the Strategic Plans, with the MR5 designation in the Grand/North area.

ODOT Uses GHA Plans: In 2008 (confirming dates) ODOT district 7 announced plans for rebuild of I-75 through Grafton area. At that time, a "Renaissance Plan" proposed streetscape change (Strategic Plan-2002-2006, Page 8) to benefit the enlarged Grand View Campus. The Renaissance plan was to connect Ervin Moses Blvd through to Main Street and on to Riverside drive. This plan was submitted to ODOT by the City, Approved, and subsequently received $5.5MM for this upgrade

The City has followed and implemented other portions of the "Renaissance Plan" strategy of blight removal to facilitate new development. In 2015 the City acquired 50 Central Avenue (aka Jagwood

Apartments), a project similar in configuration and history to 633-645 Grand. This acquisition was to remove the ongoing blight and chaos, and secure the site, consistent with the "Renaissance Plan".

Recent History of 633-645 Grand Avenue Property:

In 2016, 633 and 645 Grand were being illegally operated as a Hotel. The building had also once again deteriorated from the ongoing chaos and had extensive safety and code violations. The owners at that time (Epoch Investments) did not comply with zoning code orders in a timely manner. After 184 days of documented non conforming use as a hotel, the existing non-conforming use expired. The city zoning and fire departments ordered the building closed for gross fire safety violations. The underlying MR-5 zoning came fully into effect, with multi-family use prohibited by the MR5 Zoning ordinance.

The Epoch owner-applicant appealed a reopening application denial to the BZA. The BZA Appeals Board held specifically that

"The non-compliance with zoning regulations has led to the discontinuance of their existing non-conforming status as a multi-family dwelling, as it has been cited for operating as a hotel for over 184 days. Since multi-family dwellings are also not a permitted use in an MR5 district, the subject property can no longer legally be used as a multi-family dwelling without approval by the Board of Zoning Apeals"

(Extant BZA decision)

Not satisfied with the BZA finding, the Applicant appealed to Montgomery County Common Pleas Court. The city defended the BZA finding and the integrity of the MR-5 zoning in this case. In a decision in case 2016 CV 00475 Docket ID 30101117, the court stated that

" the court concludes that the Board's (BZA) decision was not the result of racial discrimination, that the Board did not violate legal duty to Epoch in reaching its decision, and that the decision is supported by the preponderance of credible evidence... therefore, the court affirms the decision of the Board of Zoning Appeals"

With this outcome the City prevailed in closing the site to Multi-family use, but now in Case #PLN2020-00216 , the Planning Department recommends abandoning this victory.

Planning Staff Mischaracterization of Grafton Hill Strategic Plans

The Dayton Planning Department July 14, 2020 Plan Board Packet Part 1, contains multiple misstatements and errors requiring corrections by the impacted neighborhood in this case. Most concerning is the mischaracterization of the relevant Grafton Hill Strategic Plan and the Renaissance Plan(Staff Narrative-Part 1, Page 3) The Staff narrative states ***"These plans may not address these properties specifically, but certainly do focus on housing character,"***

In fact the Grafton Hill Strategic Plan and the further detailed development in the Renaissance Plan **DOES identify these parcels specifically** and advocate for their eventual removal and redevelopment (See Strategic Renaissance Plan-2002-2006, pages 7-11). These plans have been approved by Dayton City Commissioners, Mayors and City Managers since 2000. These plans were the basis for successful

Federal Grants used to begin implementation of the Strategic Plan. These plans are actively being implemented currently by neighborhood stakeholders and investors. These plans laid the groundwork for investors currently attracted to Grafton Hill by Historic Tax Credits, Opportunity Zone Credits, and attractive open development parcels.

The Staff Narrative appears to have ignored or lost these documents and consequently ignored this important consideration, which should be cause for Plan Board to reject this application. See the documents "Strategic Plan-2002-2006", and "HistoricGraftonHillStrategicPlanJan2000" included.

Applicant Mountain Lion et al:
Case PLN 2019 00631
Property Information Summary:

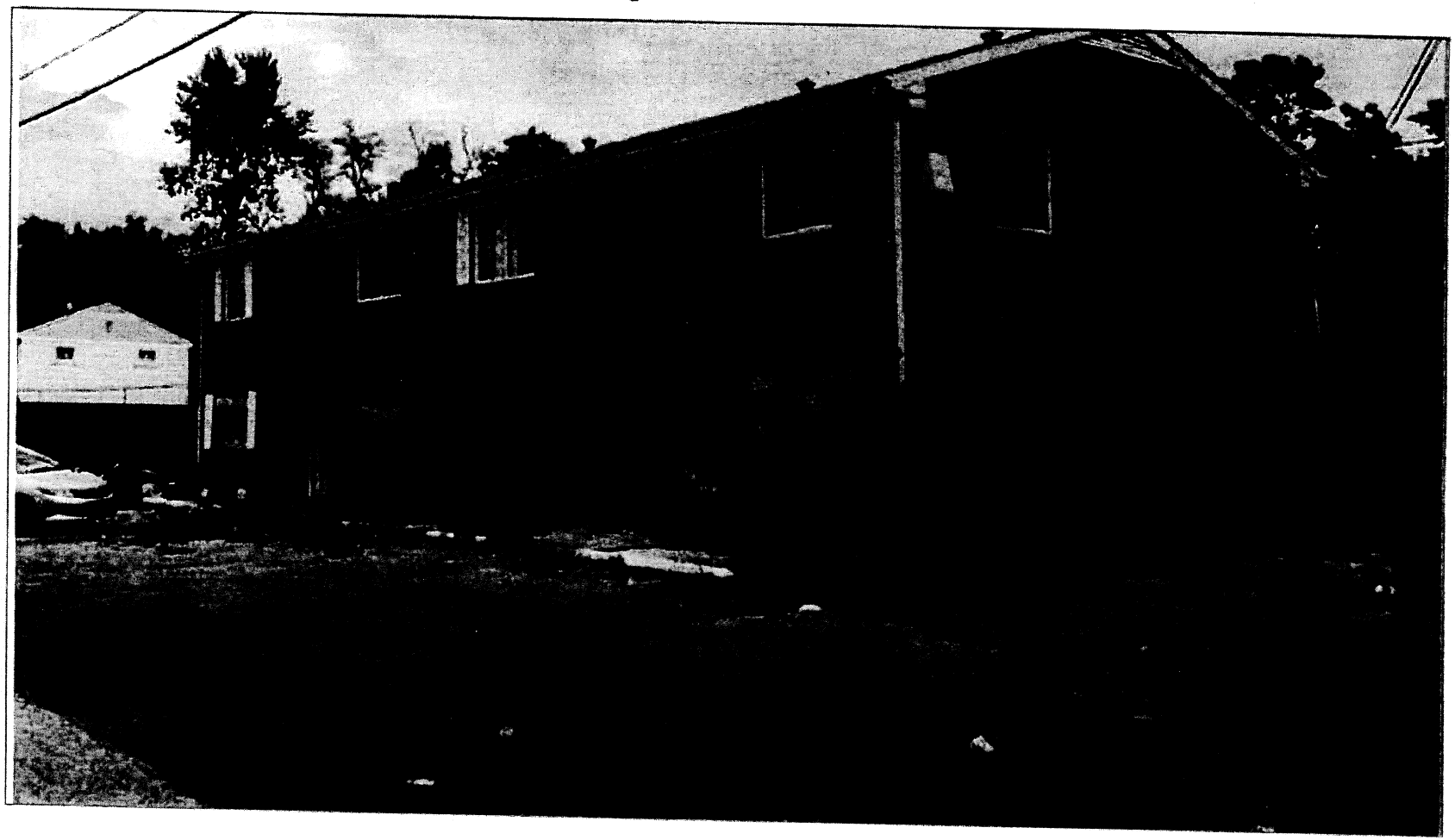
Mr. Lemberg has made public statements that he has completed other projects in Dayton. When repeatedly asked to identify those projects, he has been unwilling to do so. In an effort to verify his capacity to bring the 633-645 Grand Ave project to completion, our research shows an assortment of purchases over the last few years, with few of those properties improved or occupied. Since Mr. Lemberg's purchase of 633-645 Grand, while he pursues a zoning change, basic clean-up and maintenance of the property that doesn't require permits and not dependent on zoning, has not been performed.

Total Properties:	18
Total Taxes Past Due:	$90,964
Total Property Citations:	41

August 7, 2020

Provided by Dan Barton

Applicants Other Property References:



2014-2020 Hickorydale

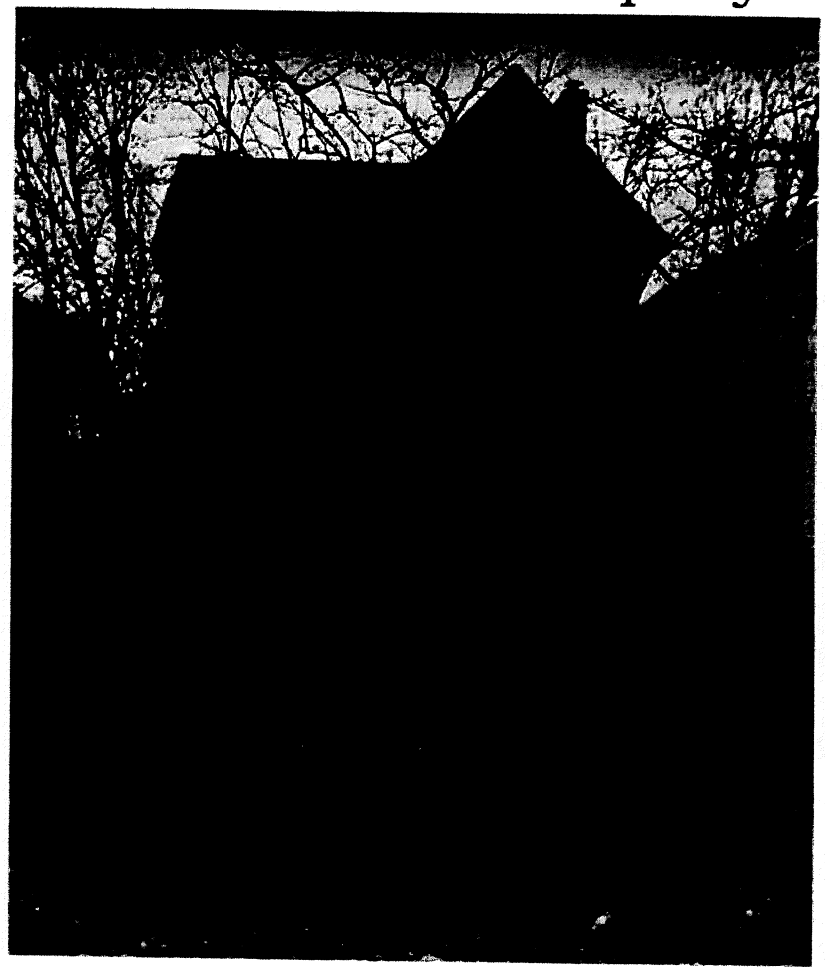
August 2020

Past Due Taxes: $0

MLP Developments LLC, 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased January 2020 for $26,100; Vacant and boarded. Furniture and underbrush strewn in yard, but on Aug. 1st, someone was clearing items from one unit

Applicants Other Property References:



52 Holt

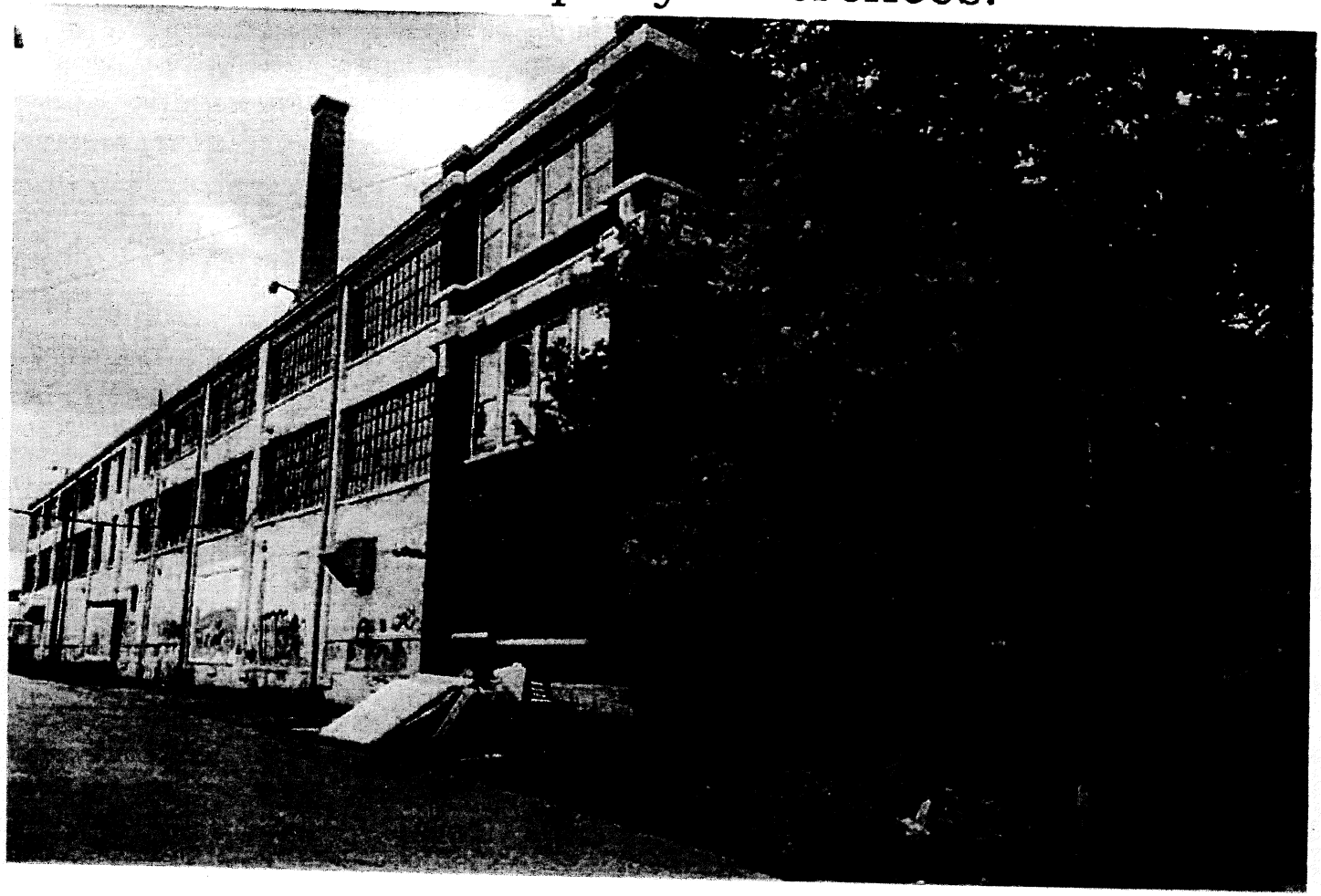
August 2020

Past Due Taxes: $218

MLP Developments LLC 304 Franklin St. Middletown 45042

Condition: June 2020 Purchased Sheriff Sale for $2,000; house boarded and yard overgrown

Applicants Other Property References:



216 Torrence

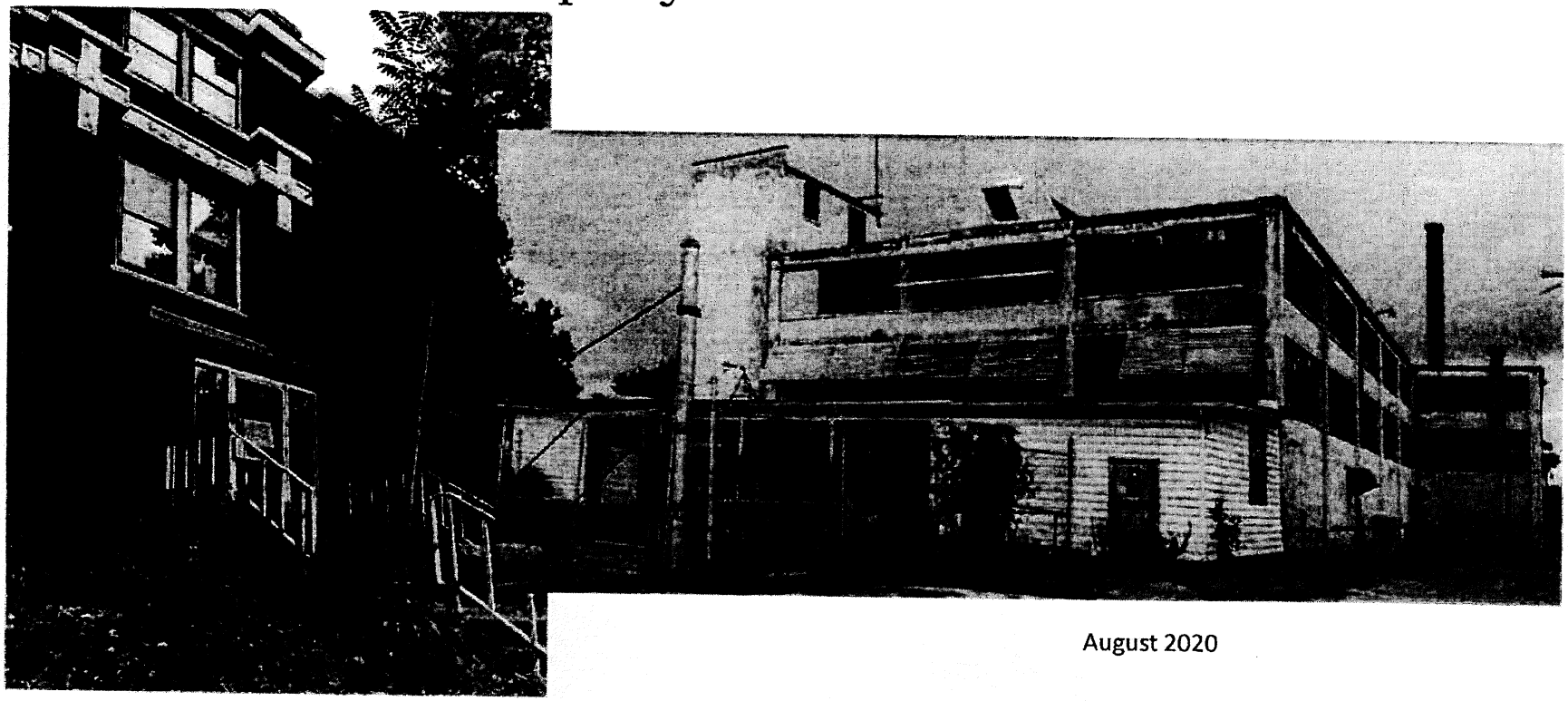
Past Due Taxes: $15,968

Mountain Lion LLC 304 Franklin St. Middletown 45042

August 2020

Condition: Purchased January 2020 for $12,000. Huge, vacant industrial building, with broken windows. Debris and overgrowth on the external area. More than a dozen raised-bed container gardens are operating on the unused parking lot. Purchased for $12,000 through Sheriff Sale in January; already owes $15,968 in taxes

Applicants Other Property References:



August 2020

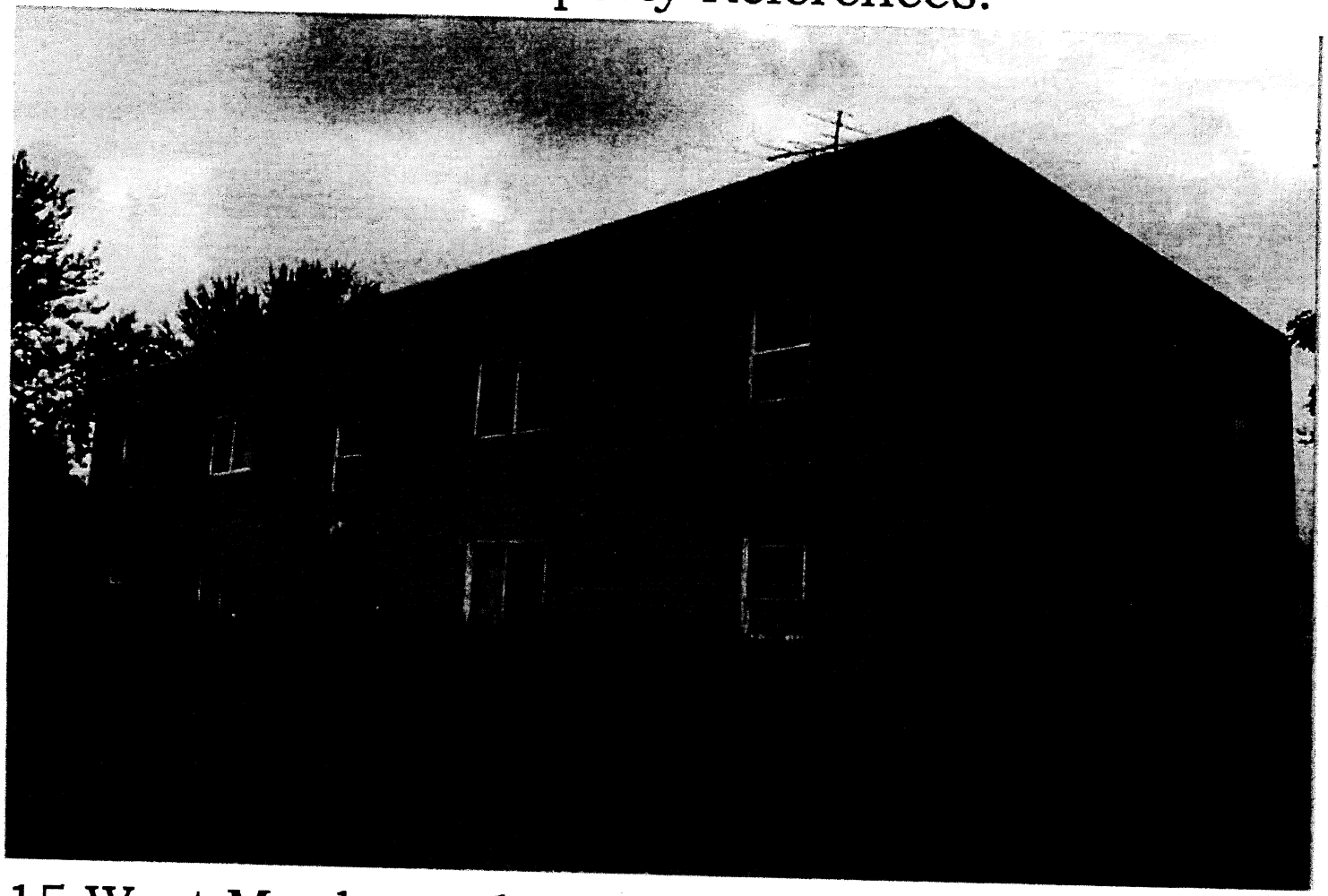
216 Torrence, cont.

Past Due Taxes: $15,968

Mountain Lion LLC 304 Franklin St. Middletown 45042

Condition: Purchased January 2020 for 12,000. Huge, vacant industrial building, with broken windows. Debris and overgrowth on the external area. More than a dozen raised-bed container gardens are operating on the unused parking lot. Purchased for $12,000 through Sheriff Sale in January; already owes $15,968 in taxes

Applicants Other Property References:



15 West Maplewood

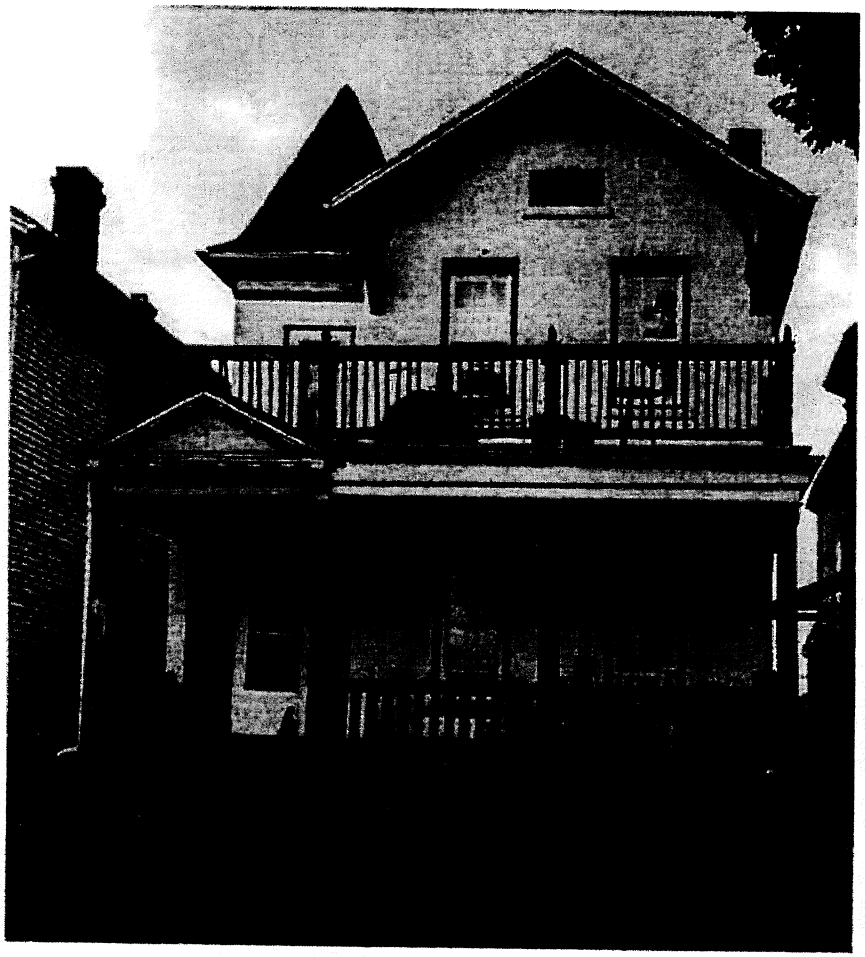
August 2020

Past Due Taxes: $3323

MLP Developments LLC 1400 Miller Dr. West Hollywood CA 90069

Condition: Purchased Sept 2016; Exterior appearance is good. All units appear to be occupied

Applicants Other Property References:



265 Linden

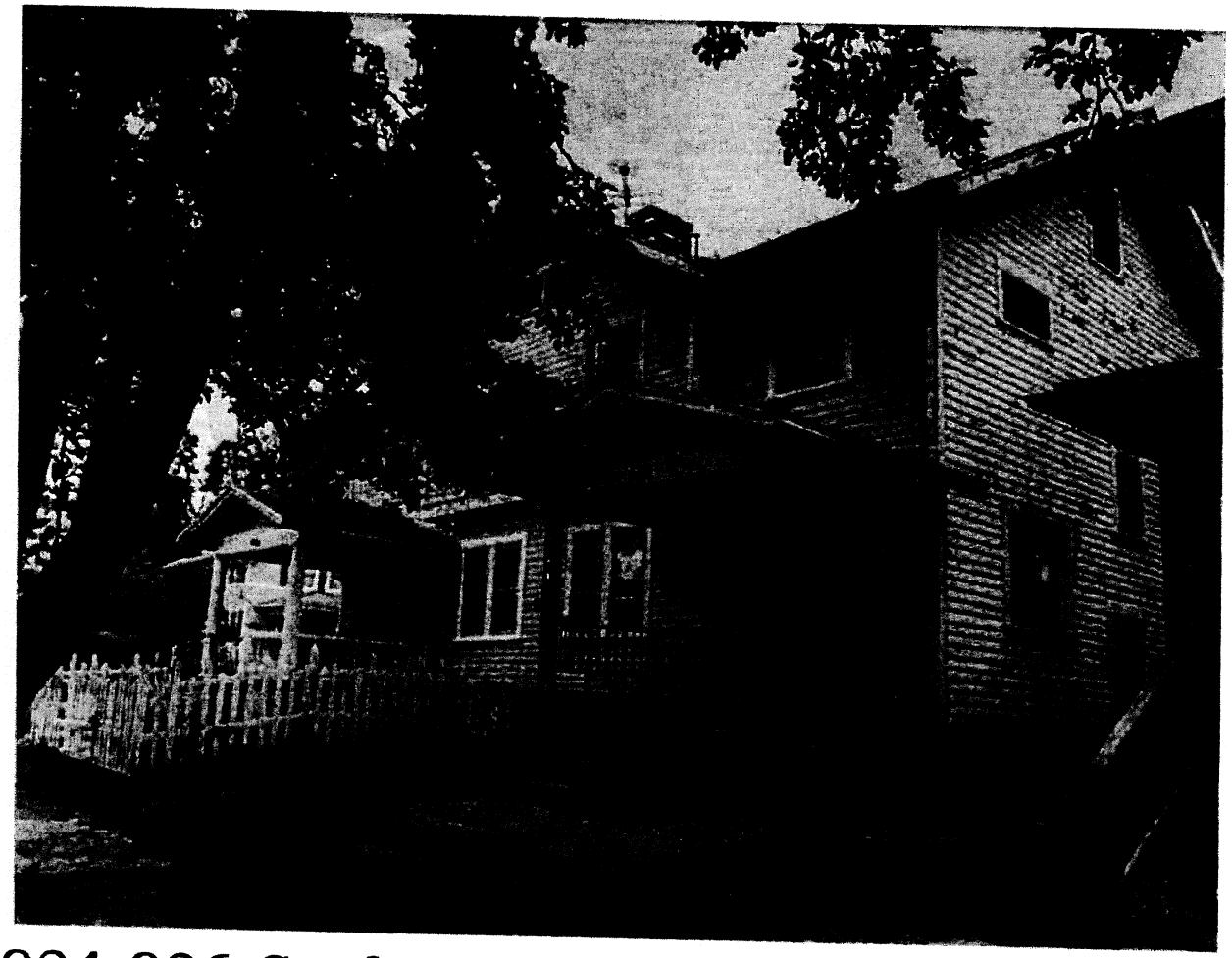
Past Due Taxes: $0

MLP Developments LLC 1400 Miller Dr. West Hollywood CA 90069

August 2020

Condition: Purchased August 2018. Doesn't show obvious housing issues. Appears to be occupied

Applicants Other Property References:



924-926 Grafton

August 2020

Past Due Taxes: $840

MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased March 2019 for $13,000. Double appears to have an occupant in 926 side. A couple of windows are missing on 924 side. Yard and fence deteriorated

Applicants Other Property References:

51 Lexington

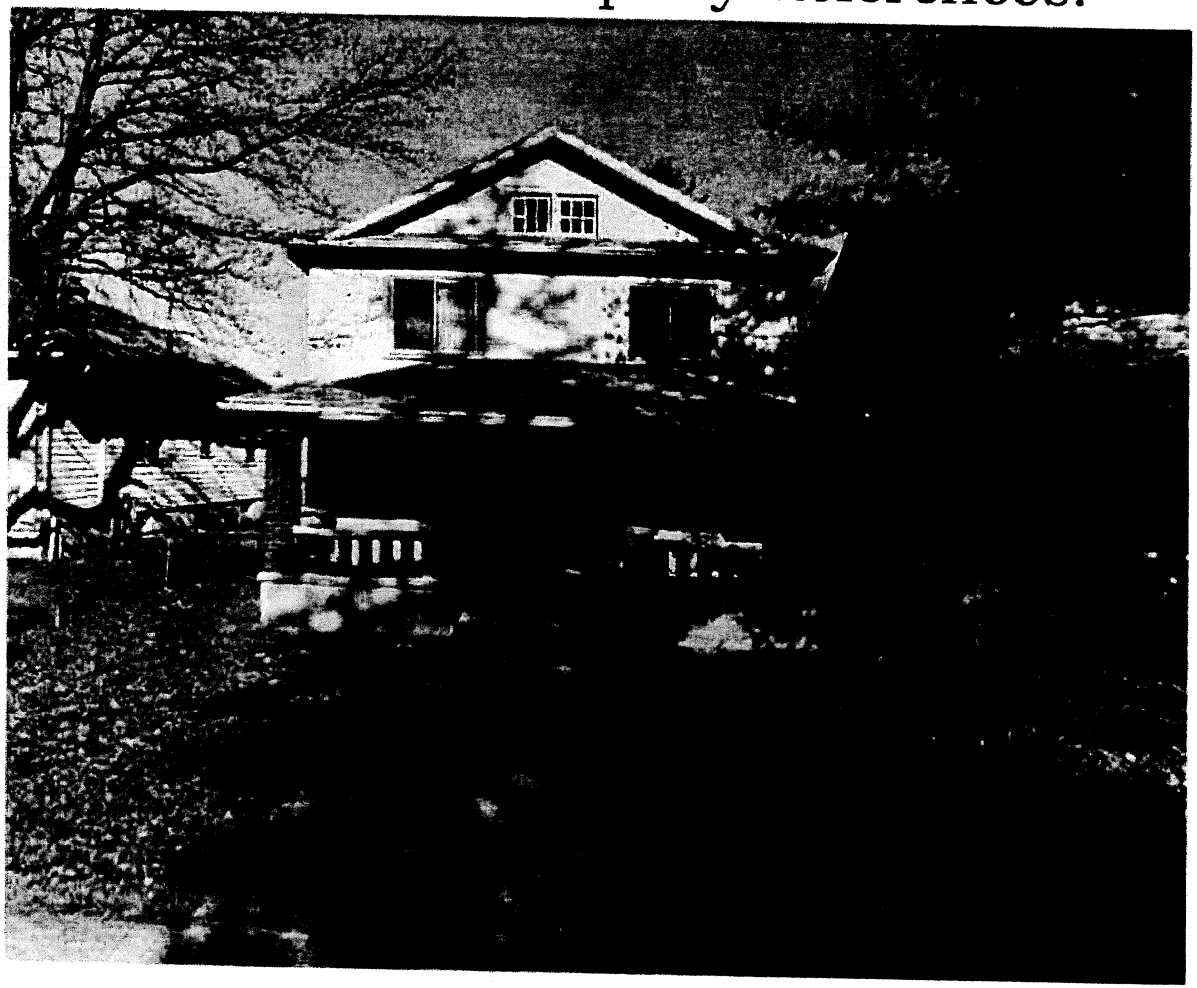
August 2020

Past Due Taxes: $1777

MLP Developments LLC 93 W. Franklin St Dayton 45459

Condition: Purchased Sheriff Sale Aug 2019 for $7,500, apparently waited five months to take title. Construction truck parked behind house; what work is going on and does it require permits

Applicants Other Property References:



133-135 Fernwood

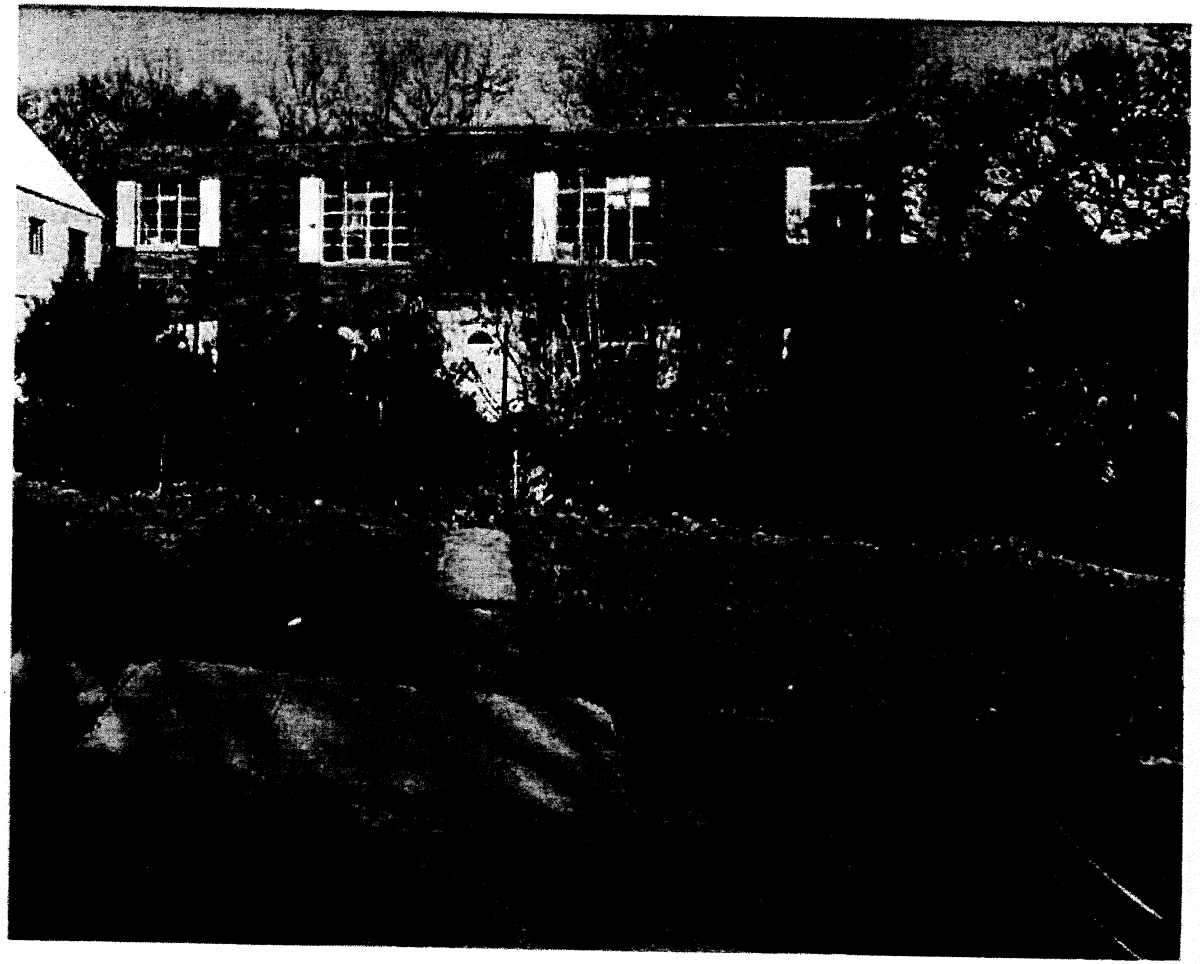
August 2020

Past Due Taxes: $218

MLP Developments LLC, 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased Jan 2019; Doesn't show obvious housing issues; appears to be occupied

Applicants Other Property References:



245 Marathon

August 2020

Past Due Taxes: $1777

MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased May 2019 for $30,000; Vacant 14 months later

Applicants Other Property References:

311 Marathon

August 2020

Past Due Taxes: $2967

MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased for $90,000; appears it may be minimally occupied

Applicants Other Property References:

469 Allwen

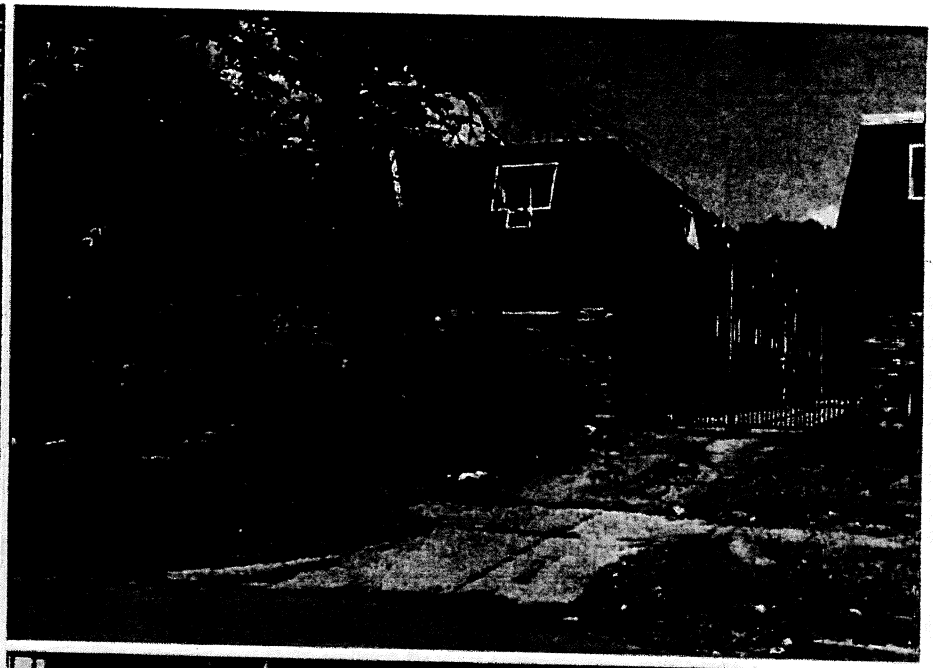
August 2020

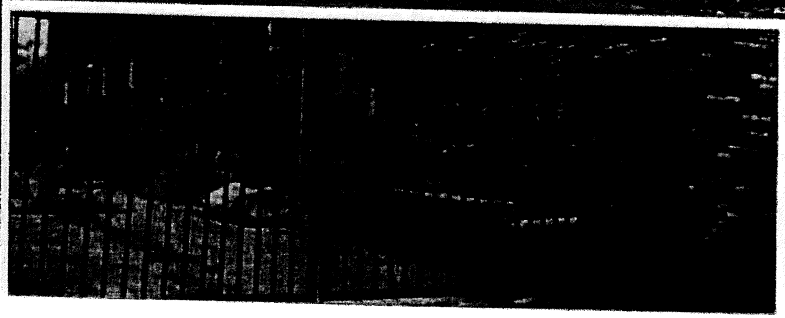
Past Due Taxes: $1266

MLP Developments LLC, 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased January 2019; Vacant and boarded, yard overgrown

PD Application Property Information:





645 West Grand, (plus easement)

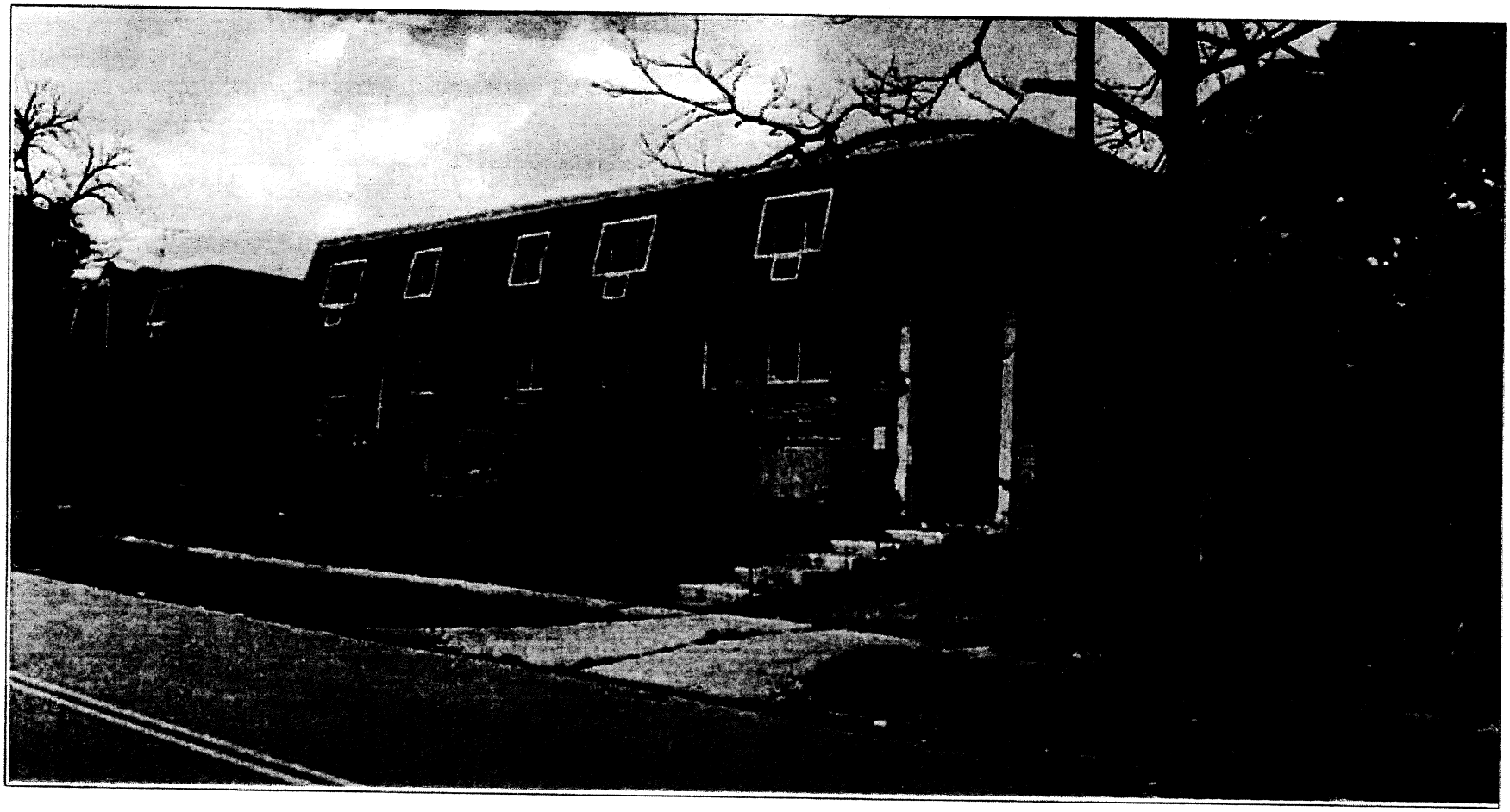
August 2020

Past Due Taxes: $9750, (+$411)

Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046

Purchased Sept 2019 for approx $50,000. Condition: Some windows out on the buildings; electricity to a chandelier in the 633 building entrance. Two dead trees on the lot to the side of 633 W. Grand. Photos show some of the discarded furniture, fencing and weeds on the property; these are visible from the front, side and rear of the properties

PD Application Property Information:



August 2020

633 West Grand

Past Due Taxes: $13,057

Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased Sept 2019 for approx $50,000. Some windows out on the buildings; electricity to a chandelier in the 633 building entrance. Two dead trees on the lot to the side of 633 W. Grand. Photos show some of the discarded furniture, fencing and weeds on the property; these are visible from the front, side and rear of the properties

PD Application Property Information:

632-634 North

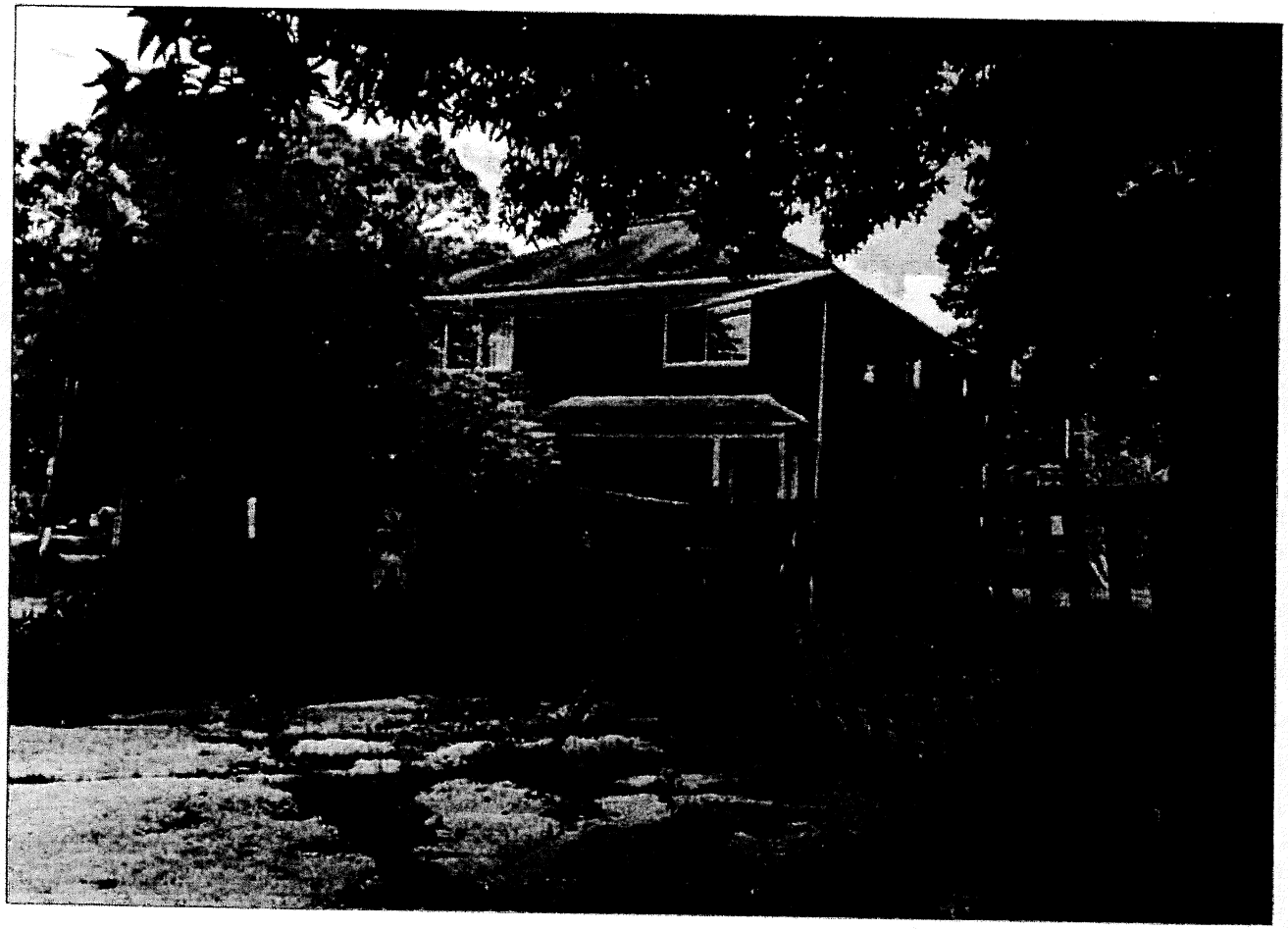
Past Due Taxes: $10,054

Dayton Real Estate Mgt Trust, 35 Tonset CT., Chaumberg IL 60193

August 2020

Condition: Purchased September 2019 for $?, Vacant. Broken windows. Mr. Bement stated it is under control of Mr. Lemberg, but no indication found on the County records (unrecorded land contract?)

PD Application Property Information:



702-704 North

August 2020

Past Due Taxes: $2185

Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased 2019 for approx $20,000, Vacant. Gutter hanging, yard partly overgrown.

PD Application Property Information:

708 North

August 2020

Past Due Taxes: $411

Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046

Condition: Purchased 2019 for approx $5,000. Vacant lot. Broken fencing and concrete and overgrowth are visible through back fence

PD Application Property Information:

712 North

August 2020

Past Due Taxes: $8382

MLP Developments LLC 2443 S Dixie Dr. Dayton 45409

Condition: Purchased June 2020 for approx $5,000. Vacant lot.

PD Application Property Information:

August 2020

714 North

Past Due Taxes: $16,987

MLP Developments LLC 2443 S Dixie Dr. Dayton 45409

Condition: Purchased June 2020 for $40,260. Collapsed ruins of burned structure and yard overgrowth

August 10, 2020

TO: City of Dayton Plan Board
c/o Tony Kroeger

RE: **Opposition to a PLN 2020-2016 Plan Unit Development:** 633 & 645 and 632-634 West Grand Avenue and 702-704, 708, 712-714 North Avenue

FR: Monica Snow, 426 East Sixth Street, Dayton, OH 45402

I am requesting that the Plan Board deny the applicant's request for a Planned Use Development for the substandard multi-unit apartments which have reached their useful end-of-life and the related parcels on North Avenue.

PUDs are not tools to mitigate market risk or bad business decisions.
In essence the applicant is asking our local government to compensate for the market risk that investors in these limited liability corporations incurred when they purchased the West Grand properties in September 2019:

> **Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046**
> (also 304 Franklin St. Middletown OH 45042)
> **MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046**
> (also 1400 Miller Dr. West Hollywood, CA 90069)
> (also 2443 S Dixie Dr. Dayton, OH 45409

They were fully aware that these properties were all zoned as MR-5, Mature Single Family. As experienced real estate developers, they should have adequate capital and a viable plan in place to meet the current MR-5 zoning requirements.

Instead, they are asking local government to offset their risk and maximize their profits by cramming the maximum density into 600 square foot apartments, including subterranean, below grade units; parking below grade which is likely to lead to drainage and flooding challenges; and high utility costs due to a dependency on electrical power.

As a 40-year resident, property owner, and developer in Dayton's historic districts, I have had first-hand experience with how "buy and hold" investors with no commitment to our city have contributed to ongoing blight, vacancies, and code violations in our residential neighborhoods. But to my knowledge, even one the largest of these out-of-town investors, REEBUSA, has never asked for special "rent-seeking" zoning or other breaks from the city to maximize their profits. This "rent-seeking" request by Mountain Lion LLC and MLP Developments should be denied.

PUDs should result in sustainable benefits for the community.
The two LLCs listed own approximately 18 properties in Dayton. Ohio incorporation records, Montgomery County property records, and Dayton housing code records all

indicate that these investors have not improved their properties or the neighborhoods where they have made speculative real estate purchases. **Thus far, they have caused the following ongoing problems for the city and county:**

- these LLCs owe over $90,000 in back taxes;
- they have burdened the city's understaffed Housing Department with 41 open code violations;
- and the substandard conditions of their properties continue to devalue the quality of life and value of the Dayton neighborhoods where they are located.

The applicant has been asked to share examples of how their development projects have benefited communities. Thus far, the applicant has not provided any examples in Ohio, California, or other states where these or other relevant LLCs may have a presence. The applicant has also been asked to pay their delinquent property taxes as a demonstration of trust and commitment to our community.

Until the applicant is able to improve the substandard conditions of their other Dayton properties and provide examples of other successful development projects, **one can only conclude that these LLCs lack the capital and commitment to improve the West Grand Avenue and North Avenue properties** or meet the many undefined requirements of the Planned Use Development currently before the Plan Board.

PUDs should support the goals and strategies of the Vision 2020 Plan.
In previous February and July Plan Board hearings for this case, the Four R's of the *CitiPlan Dayton: 2020 Vision Plan Report* were referenced from page 3:

> **"We are the best at the 4Rs**—redevelopment, reuse, revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base."

The clear guidance of the plan is to be the best we can possibly be when it comes to granting city support for redevelopment proposals. When the city's zoning code was updated with extensive input from residents and professional staff, it explicitly defined the best redevelopment of these apartments as MR-5 single-family homes that are compatible with the existing historic district zoning overlay.

In addition, the *CitiPlan 2020 Vision: Land Use Strategy and Principles Committee Report* outlines three key strategies for the development of Urban Mature Residential areas on page 30. The first two strategies are **to encourage historic preservation and development similar in character to existing development.**

According to the National Register listing and the city of Dayton's historic zoning, **the** Grand Avenue apartments are **architectural intrusions** which detract from the predominate historic architecture of the Grafton Historic District and the historically zoned areas of the Five Oaks neighborhood.

During the July Plan Board hearing, the developer stated his plans to retain the "mid-century modern" design of the apartments. This underscores the applicant's lack of knowledge and experience in developing properties in historic districts. It also underscores the applicant's unwillingness to follow preservation best practices by replacing these intrusions with **well-designed in-fill approved by the Landmarks Commission or renovating the intrusions' exteriors to achieve greater compatibility with their historic environment**.

The third development strategy for Mature Residential areas is **the acceptance of well-designed, multi-story, multi-family residential development. The proposal before the Plan Board is neither well-designed nor accepted**. It has been clearly rejected by the neighborhoods and residents who will have to live with the increased density of these poorly designed and defunct multi-family dwellings. In addition, the Grafton Historic District has already "accepted" more multi-story, multi-family residential development than any other neighborhood in the city. In fact, the neighborhood has worked diligently to improve vacant, neglected, and poorly managed multi-family structures.

Concern has also been raised about the environmental impact of demolishing the Grand Avenue apartments. There are even more severe environmental costs for the ongoing re-occupancy of these substandard structures. These impacts include:

- Reliance on electrical energy generated by coal-powered plants, the worst source of energy pollution in Ohio. The applicant plans to use individual heating and cooling units in each apartment and in the common spaces.
- Poorly insulated walls, energy inefficient windows, doors, building materials and technology from nearly 50 years ago. The applicant has shared no plans for making the structures more energy efficient.
- In structures built 50 years ago, mold, lead, and asbestos are likely to be present. The applicant has shared no tests for the presence of these environmental and health hazards or how they will be remediated if detected.

In conclusion, please deny this incomplete and poorly defined request for a Planned Use Development for the properties at Grand and North Avenue:

- PUDs are NOT "rent-seeking" entitlements for developers who have made fully-informed real estate investments.
- PUDs should result in sustainable benefits for the communities where they are granted, not benefits to developers to maximize profits.
- PUDs should not increase the demand on the city's limited capacity for planning, zoning, and housing code compliance.
- PUDs should support the Vision 2020 goals for the city **being the best** at redevelopment and complying with the three strategies for improving Mature Residential Areas: preservation, development similar in character to existing development, and the "acceptance" of well-designed, residential development.

This application for this Planned Use Development meets none of these requirements.

Thank you for your consideration,
Monica Snow, speaking only for myself as a private citizen

Appendix A
REEBUSA—A Dayton Case Study in "Buy and Hold" Real Estate Risk

As a 40-year resident, property owner, and developer in Dayton's historic districts, I have had first-hand experience with how "buy and hold" investors with no commitment to our city have contributed to ongoing blight, vacancies, and code violations. https://usreeb.com/dayton-oh-primed-investment-opportunity/

REEBUSA headquartered in Kansas City Missouri, purchased a highly visible and sought-after home at 1 Van Buren, 45402 in June 2017. The previous homeowners had to sell at a $38,000 loss due to personal and professional reasons. REEBUSA owned this single-family home for over two and a half years. During that time:

- **the house sat vacant** resulting in numerous calls to the Housing Department for overgrown weeds and shrubs, broken windows, and open doors posing the risk of vandalism and arson in the house and summer kitchen.
- **substandard, non-code compliant** work was so poor that renovation estimates on the interior alone reached $120,000 from a contractor retained by a serious buyer.
- **Over $14,000 in delinquent property taxes** were owed by REEBUSA.

In November, 2019 REEBUSA sold the property for $68,000 more than their purchase price of $152,000. They could have made an even larger profit if they had sought higher density zoning for this property zoned as MR-5.

Think what you will about the ethics of REEBUSA's business practices and their negative impact on our residential neighborhoods. **But never once has REEBUSA pursued "rent seeking" zoning changes or other support from our local government to maximize the profits** of their extensive real estate holdings in Dayton and southeast Ohio. They invest in properties and take on the risks and rewards under the existing zoning code.

City Plan Board Members
Todd Kinskey, Director, City of Dayton Planning and Community Development
Tony Kroeger, Acting Plan Board Secretary

August 7, 2020

To the City of Dayton Plan Board,

We are writing to express our opposition to a Planned Unit Development [PUD] application for 633-645 Grand Avenue and related parcels.

As Plan Board members, you know that an applicant is not entitled to the special zoning accommodations and favors that can be granted in a Planned Unit Development.

- It is each Plan Board member's duty to consult with community stakeholders and exercise your judgment as to what is ultimately best for the community.

A PUD is an agreement between the affected community, the City, and an applicant, to suspend normal zoning requirements for specific property, in exchange for the larger community benefits that are expected from an otherwise non-conforming use of the property.

- ***A PUD essentially establishes what we consider to be 'a bond of good faith' between all parties, with the goal to achieve the desired community benefits.***
- The benefits of a PUD are delivered chiefly through a property owner's conformance with an approved set of guidelines.
- Achieving the proposed PUD benefits depends on the applicant's willingness and ability to comply with the guidelines and to invest in property improvements that will deliver the PUD benefits.

We believe that the following should be considered when making the decision to approve or deny this PUD request:

1. The PUD application was not completed fully and therefore does not comply with City requirements; Grafton Hill representatives have clarified the information that was missing or sometimes conflicts with information supplied in other forms.
2. The track record of the applicant in revitalizing Dayton properties; see below.
3. This proposed PUD is located in an historic district; therefore, the proposal should be reviewed by the Landmarks Commission to protect the Grafton Hill Historic District, and with an eye to ensure the future integrity of all historic districts.
4. A PUD requires constant monitoring by the Planning staff. The City may not have the resources at this time to properly monitor this PUD and ensure its faithful execution, and to address all community concerns.

The required elements for creation of a PUD were not met by applicant before this proposal was brought rapidly to the Land Use Committee and then the Plan Board. The lack of these required elements would make it impossible, for example, for the City staff to hold the applicant accountable for an undefined site and renovation plan, if the PUD were to be approved.

Next we checked applicant's track record in revitalizing other Dayton properties. Based on a windshield survey, a couple of applicant's properties appear to be adequately maintained. But major problems were evident with most properties, and ***these raised grave concerns about applicant's ability or willingness to deliver the benefits proposed for this application***.

See an attached PDF with photos of all applicant's properties in the City taken the week of August 1st, along with summary notes on each. We summarize chief problems on applicant's properties here:

1. Most of applicant's properties do not comply with building maintenance codes – and they show a clear lack of investment. Five of the properties were purchased this year, but the lack of basic maintenance is consistent on most of applicant's properties. ***A HUGE investment will be required to bring all of applicant's other properties up to code***.
2. Most of applicant's properties were not mowed, and several displayed accumulated weeds, brush and discarded furniture; rather than contribute to their neighborhoods, they degrade the appearance and value of the surrounding neighborhoods.
3. The current condition of applicant's properties gives us no confidence that applicant can or will invest the capital required to create the proposed 'luxury apartments' that would attract good tenants and contribute to the Grafton Hill and Five Oaks neighborhoods.
4. As noted at the Land Use Committee and Plan Board, the apartments at 633 and 645 W. Grand Avenue, are small, cramped, and lack amenities – and the proposal would use the same substandard unit footprints, including first-floor units below grade. The buildings do not fit the character of the surrounding neighborhoods; for the Historic District, they are considered non-contributing, and the neighborhood plan calls for their removal.
5. Applicant currently owes over $90,000 in Montgomery County property taxes; attached document shows the distribution of unpaid taxes. Paying property taxes represents a minimum responsibility as a property owner, and failure to pay property taxes, in turn, indicates applicant's unwillingness to pay their fair share for the public services provided to their properties and their neighborhoods.

Based on the above, it's our consensus that this applicant and this project are NOT likely to deliver the PUD's proposed benefits to the community; in fact, they are more likely to degrade the community.

- We reiterate that a PUD is created as 'a bond of good faith' between all parties. The community and City must be able to trust the applicant, and that trust must be earned.
- In our capacity as representatives of the community, we report that our trust has not been earned. Quite the opposite has occurred, and we share our grave concerns about the outcome if this PUD proposal is approved.

As a team of community leaders, we therefore ask the Plan Board to ***reject*** this PUD application.

Respectfully submitted,

Dan Barton, Grafton Hill CDC
Cheryl Bates, Grafton Hill CDC
John Edinger, Grafton Hill Neighborhood Assn. President
Steve Makovec, Jane Reece Neighborhood Assn. Pres., and Salem Avenue Peace Corridor, LLC.
Rosie Miller, Huffman Historic District President
John See, V.P., Preservation Dayton, Inc.
Bill Marvin, Five Oaks Neighborhood Assn. President

Address	Owner Address on Deed & Tax Mailing Address	Date Purchased	Unpaid Taxis in $	Housing Violations	NOTES:
216 Torrence (industrial)	Mountain Lion LLC 304 Franklin St. Middletown 45042	Jan 2020	$15,968	0	Huge, vacant industrial building, with broken windows. Debris and overgrowth on the external area. More than a dozen raised-bed container gardens are operating on the unused parking lot. Purchased for $12,000 through Sheriff Sale in January; already owes $15,968 in taxes.
645 W Grand	Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046.	Sep 2019	9,570	0	Some windows out on the buildings; electricity to a chandelier in the 633 building entrance. Two dead trees on the lot to the side of 633 W. Grand. Photos show some of the discarded furniture, fencing and weeds on the property; these are visible from the front, side and rear of the properties
702-704 North	Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046.	Sep 2019	2,185	0	Vacant. Gutter hanging, yard partly overgrown.
633 W Grand	Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046.	Sep 2019	13,057	0	Some windows out on the buildings; electricity to a chandelier in the 633 building entrance. Two dead trees on the lot to the side of 633 W. Grand. Photos show some of the discarded furniture, fencing and weeds on the property; these are visible from the front, side and rear of the properties
708 North	Mountain Lion LLC 7119 W. Sunset Blvd. Los Angeles CA 90046.	Sep 2019	411	0	Vacant lot. Broken fencing and concrete and overgrowth are visible through back fence
Grand (R72 06606 0044)	MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046	Sep 2019	497	0	Easement between 633 and 645?
265 Linden	MLP Developments LLC 1400 Miller Dr. West Hollywood CA 90069	Aug 2018	0	0	Doesn't show obvious housing issues. Appears to be occupied.

712 North	MLP Developments LLC 2443 S Dixie Dr. Dayton 45409	June 2020	8,382	0	Vacant lot.
714 North	MLP Developments LLC 2443 S Dixie Dr. Dayton 45409	June 2020	16,987	11	Collapsed ruins of burned structure and yard overgrowth.
924-926 Grafton	MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046	Mar 2019	840	6	Double appears to have an occupant in 926 side. A couple of windows are missing on 924 side. Yard and fence deteriorated.
311 Marathon	MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046	Jan 2019	2967	0	Purchased for $90,000; appears it may be minimally occupied
245 Marathon	MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046	May 2019	1,777	0	Purchased May 2019 for $30,000; Vacant 14 months later
51 Lexington	MLP Developments LLC 93 W. Franklin St Dayton 45459	Jan 2020	2,394	5	Purchased Sheriff Sale Aug 2019 for $7,500, apparently waited five months to take title. Construction truck parked behind house on Aug. 1st; what work is going on, and does it require permits?
52 Holt	MLP Developments LLC 304 Franklin St. Middletown 45042	June 2020	218	3	Purchased Sheriff Sale for $2,000; house boarded and yard overgrown
133-135 Fernwood	MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046	Jan 2019	1,065	13	View from the street doesn't show obvious housing issues; appears to be occupied
15 W Maplewood	MLP Developments LLC 1400 Miller Dr. West Hollywood CA 90069	Sep 2016	3,323	0	Exterior appearance is good. All units appear to be occupied.
469 Allwen	MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046	Jan 2019	1,266	0	Vacant and boarded, yard overgrown
2014-2020 Hickorydale	MLP Developments LLC 7119 W. Sunset Blvd. Los Angeles CA 90046	Jan 2020	0	0	Vacant and boarded. Furniture and underbrush strewn in yard, but on Aug. 1st, someone was clearing items from one unit.

632-634 North	Dayton Real Estate Mgt Trust 35 Tonset CT. Schaumberg IL 60193	?	10,054		Vacant. Broken windows. Mr. Bement (?) stated it is under control of Mr. Lemberg, but no indication found on the County records (unrecorded land contract?)
Total Unpaid Taxes			**$90,964**		

NOTE: Properties high-lighted in yellow are part of PD application.

NOTE: MLP Developments LLC does not have an Ohio business charter.

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1013 N MAIN ST
DAYTON OH 45405

MONTGOMERY COUNTY LAND
REUTILIZATION CORPORATION
130 W SECOND ST 1425
DAYTON OH 45402

G6 PROPERTIES LLC
1316 BLACK OAK DR
SCHERTZ TX 78154

RED MORTGAGE CAPITAL, LLC LOAN
SERVICING AND ASSET MANAGEMENT
1717 MAIN ST STE 900
DALLAS TX 75201

KINCAID CAROLYN ET AL 3
18 WROE AVE
DAYTON OH 45406 5246

TURNER APRIL L
19 WROE AVE
DAYTON OH 45406

NATIONAL CHURCH RESIDENCES
2335 NORTH BANK DRIVE - RET HAC

C/O RITE AID OF OH INC
30 HUNTER LANE
CAMP HILL PA 17011 2400

SOMERS PAUL E II AND JOSEPH QUINN
328 CENTRAL AVE
DAYTON OH 45406

REED JAMES N F AND STEVEN M SEXTON
330 CENTRAL AVE
DAYTON OH 45406

JOHN DAVIS-FIBONACCI LLC
331 GRAFTON AVE APT 1
DAYTON OH 45406

BARTON, DAN
338 CENTRAL AVE
DAYTON OH 45406

DAYTON REAL ESTATE MANAGEMENT
TRUST
35 TONSET CT
SCHAUMBURG IL 60193

ADRIENNE ROSS
3695 MONTCLAIR DR
COLUMBUS OH 43219

GRAFTON ASSOCIATES LIMITED
PARTNERSHIP
405 GRAFTON AVE
DAYTON OH 45406 5202

CHARLES HAMILTON
419 GRAFTON AVE
DAYTON OH 45406

ALLEN KATINA
4344 BAYBERRY CV
BELLBROOK OH 45305

BYRD GREGORY MARK AND ALICE MARIA
5349 ABBEY LOOP WAY
DAYTON OH 45414

NELSON EMILY JANE AND LOREN JEFFREY
WAYNE NELSON
623 W GRAND AVE
DAYTON OH 45406 5413

WE GET IT DONE HOME REPAIR LLC
6730 OAK FIELD DR
DAYTON OH 45415

DANITA C TISDALE
703 WEST GRAND
DAYTON OH 45406

ENDERLE PAULA AND CHRISTOPHER M
KINTER
705 W GRAND AVE
DAYTON OH 45406

LINDSEY PORTLAND
707 W GRAND AVE
DAYTON OH 45406

MOUNTAIN LION LLC
7119 W SUNSET BLVD
LOS ANGELES CA 90046

GALAXIES UNLIMITED LLC
713 W GRAND AVE
DAYTON OH 45406

GWENDOLIN D.
714 NORTH AVE
DAYTON OH 45406 5341

HOME AMERICA FUND II LP
8941 ATLANTA AVE #345
HUNTINGTON BEACH CA 92646

DENNIS J OBRIEN
P.O. BOX 1044
DAYTON OH 45401

HUNTER EARL D AND PATRICIA S
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WAIMEA HI 96796

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PO BOX 545
DAYTON OH 45405

CREAN DAVID JOHN AND
MARIANNE KAY SCHEIBERT
323 GRAFTON AVE
DAYTON OH 45406

David Lemberg
2443 South Dixie Drive
Dayton, OH 45409

Grafton Hill Neighborhood Assoc
c/o John Edinger
227 E Belmonte Park
Dayton, OH 45405

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