CITY COMMISSION MEETING AGENDA

CITY COMMISSION  DAYTON, OHIO  MAY 26, 2021

8:30 A.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager’s Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearings: (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:

RECREATION AND YOUTH SERVICES
A1. Mid Ohio Golf Car, Inc. (twenty one Yamaha brand gasoline powered golf carts) $96,180.00
1. (Cont’d):

**WATER**

B1. University of Dayton (professional services to study the effects of storm water runoff and community outreach as needed through 12/31/22) $60,000.00

B2. Allied Builders, Inc. (fencing products, related items and services as needed through 12/31/21) $88,635.00

B3. ML Johnson Company (repair and calibration of gas flow meters, level sensors and magmeters as needed through 12/31/24) $60,000.00

B4. Pelton Environmental Products, Inc. (one Sulzer brand VUX pump) $107,455.62

B5. Truck Country of Indiana, Inc. dba Stoops Freightliner (one 2021 truck with dump body and hydraulic self-loader) $223,034.00

B6. Truck Country of Indiana, Inc. dba Stoops Freightliner (one 2023 truck with 10-foot dump body) $116,968.00

-Depts. of Recreation and Youth Services and Water. **Total: $752,272.62**

2. **Copp Integrated Systems – Contract Modification** – to increase spending authority to cover the remainder of the service agreement at Dayton International Airport. – Department of Aviation $111,000.00 (Thru 12/31/21)

B. **Construction Contracts:**

3. **Barrett Paving Material Inc. – Award of Contract** – for 2021 thoroughfare resurfacing (10% MBE & 5% WBE Participation Goal/ 10.6% MBE and 5.6% WBE Participation Achieved - Department of Public Works/Civil Engineering $1,044,032.00 (Thru 8/30/23)

4. **Double Jay Construction, Inc. - Award of Contract** – for Wright-Dunbar Cycle Track (5% DBE Participation Goal/8.7% DBE Participation Achieved) (Federal Construction Funds) -Department of Public Works/Civil Engineering $223,855.00 (Thru 9/10/23)

C. **Revenue to the City:**

5. **CareSource – Other** – for permit to install outdoor patio fencing into the right of way at Gulzars located at 217 N. Patterson Blvd. - Department of Public Works /Civil Engineering $200.00 (Paid to the City)
### IV. LEGISLATION:

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

6. **No. 31890-21** Authorizing the Sale of Real Estate Known as Deeds Point, for a Public Purpose, and Declaring an Emergency.

7. **No. 31891-21** Appointing Ms. Shelley Dickstein as City Manager of the City of Dayton, Ohio, Establishing Her Salary and Other Employment Benefits, and Declaring an Emergency.

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

8. **No. 6577-21** Authorizing the Acceptance of a Dayton Foundation Donation from the Dilip A. Soni Restorative Justice Fund in the amount of Nineteen Thousand Nine Hundred Eighty-Seven Dollars and Twenty-Five Cents ($19,987.25) on Behalf of the City of Dayton, and Declaring an Emergency.

9. **No. 6578-21** Authorizing the Application for the Acceptance of a Grant In the Amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00) from the State of Ohio, Ohio Department of Natural Resources, and Declaring an Emergency.

10. **No. 6579-21** Approving the Submission of a Grant Application and Authorizing the Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Ten Thousand One Hundred Sixty Dollars and Zero Cents ($10,160.00) on behalf of the City of Dayton, and Declaring an Emergency.

11. **No. 6580-21** Approving the Submission of a Grant Application and Authorizing the Acceptance of a Grant Award from the Montgomery County Solid Waste District in the Amount of Five Thousand Four Hundred Sixty-Four Dollars and Twenty-Nine Cents ($5,464.29) on behalf of the City of Dayton, and Declaring an Emergency.
Resolutions – First Reading:

12. **No. 6581-21** Authorizing the Donation of Funds in Honor of the Victims affected by the August 4, 2019 Mass Shooting.

13. **No. 6582-21** Concurring with the Adoption of the Northeast Dayton Neighborhoods Vision Plan.

V. PLANNING ACTION

A. PUBLIC HEARING:

The City of Dayton is considering becoming a member of the Sustainable Ohio Public Energy Council of Governments organization. In preparation for taking this action, the City of Dayton City Commission will take comments on SOPEC’s Operations and Governance Plans. If Dayton becomes a member, SOPEC will implement an electric aggregation program for the City, its residents, and businesses. SOPEC will be providing exclusively green electrical energy derived from wind power.

VI. MISCELLANEOUS:

**ORDINANCE NO. 31892-21**

**RESOLUTION NO. 6583-21**

**IMPROVEMENT RESOLUTION NO. 3599-21**

**INFORMAL RESOLUTION NO. 988-21**
2021 Purchase Orders

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See below</td>
<td>See below</td>
<td>See below</td>
</tr>
</tbody>
</table>

Includes Revenue to the City: Yes  
Affirmative Action Program: Yes

RECREATION AND YOUTH SERVICES – GOLF

P0210890 – MID OHIO GOLF CAR, INC., HEATH, OH

- Twenty-one (21) Yamaha brand gasoline powered golf carts.
- These goods are required to transport golfers around the golf course.
- Eleven (11) possible vendors were solicited and two (2) bids were received. This order establishes a price agreement per IFB 21018D with pricing through 12/31/2021.
- The Department of Recreation and Youth Services recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>RYS Community Cash Capital</td>
<td>40002-6550-1412-56</td>
<td>$96,180.00</td>
</tr>
</tbody>
</table>
WATER – WATER ENVIRONMENTAL MANAGEMENT

(B1) P0210893 – UNIVERSITY OF DAYTON, DAYTON, OH

- Professional services to study the effects of storm water runoff and community outreach as needed through 12/31/2021.
- These services are required to complete an assessment of water quality monitoring that will satisfy the City’s National Pollutant Discharge Elimination System (NPDES) permit requirements.
- The University of Dayton is recommended based on subject matter expertise and consistency of quality of research results; therefore, this purchase was negotiated.
- The University of Dayton qualifies as a Dayton local entity.
- The Department of Water requests additional authority of $30,000.00 through 12/31/2022.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Storm Water Operating</td>
<td>58000-3470-1159-55</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Storm Water Operating</td>
<td>58000-3470-1159-55</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER RECLAMATION

(B2) P0210917 – ALLIED BUILDERS, INC., DAYTON, OH

- Fencing products, related items, and services.
- These goods and services are required to secure Madden Golf Course and Water Reclamation facilities.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 20010D with pricing through 12/31/2021.
- Allied Builders, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Waste Water Treatment</td>
<td>55003-3460-1424-54-SF2102</td>
<td>$88,635.00</td>
</tr>
</tbody>
</table>

(B3) P0210916 – M L JOHNSON COMPANY, CINCINNATI, OH

- Repair and calibration of gas flow meters, level sensors and magmeters.
- These services are required to provide necessary data feedback for the controlling of Wastewater Treatment Plant processes.
- M L Johnson Company is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $45,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1167-54</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>
WATER – WATER RECLAMATION (CONTINUED)

(B4)  **P0210910 – PELTON ENVIRONMENTAL PRODUCTS, INC., BRECKSVILLE, OH**
- One (1) Sulzer brand VUPX pump.
- This good is required to replace an existing pump within the Low Lift Pump Station as part of the Department of Water’s pump replacement plan.
- Pelton Environmental Products, Inc. is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1411-54</td>
<td>$107,455.62</td>
</tr>
</tbody>
</table>

(B5)  **P0210891 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH**
- One (1) 2021 truck with dump body and hydraulic self-loader.
- This vehicle is required to support the daily operations of the Department and will replace Unit #2022 which will be disposed of in the best interest of the City.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 19049D. This purchase order replaces purchase order #P1901302 which was previously approved by City Commission on 12/4/2019. The truck could not be completed or delivered due to the Covid-19 pandemic.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sewer Maintenance</td>
<td>58003-3445-1412-54-WF1915</td>
<td>$223,034.00</td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS (CONTINUED)

(B6)  **P0210911 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH**
- One (1) 2023 truck with 10-foot dump body.
- This vehicle and equipment are required for the daily operations of the Division and will replace Unit #2066 which will be disposed of in the best interest of the City.
- Sixteen (16) possible vendors were solicited and two (2) bids were received.
- The Department of Water recommends acceptance of the lowest and best bid.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3445-1412-54</td>
<td>$116,968.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of this order.
City Manager’s Report

From: 3224 - Aviation/AP Police
Supplier, Vendor, Company, Individual: COPP Integrated Systems
Address: 123 S. Keowee Street
Dayton, OH 45402

Date: May 26, 2021
Expense Type: Contract Modification
Total Amount: $111,000.00 Thru 12/31/2021

Fund Source(s) Fund Code(s) Fund Amount(s)
Aviation/AP Police 51000-3224-1166-43 $111,000.00

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

Description

PROFESSIONAL SERVICES AGREEMENT

The Department of Aviation is requesting increased spending authority in the amount of $111,000.00 for COPP Integrated Systems to cover the remainder of the service agreement at Dayton International Airport.

The original service agreement was approved on 02/08/2017 in the amount of $932,028.12. Riders were approved throughout the term per the agreement that utilized existing authority as listed below.

Rider #1: $7,203.71
Rider #2: $8,380.24
Rider #3: $5,817.43
Rider #4: 102,084.03

A first contract modification was approved by the Commission on 12/18/2019 increasing authority by $102,084.03 to a total amount of $1,034,112.15. This second contract modification will add the additional $111,000 of authority to a maximum of $1,145,112.15 through 12/31/2021.

Adding $111,000.00 to the $3,612.32 in remaining commission approval will allow the Department of Aviation to continue the service agreement through the end of the 2021 contracted period.

This request is being funded from the Aviation Operating Funds. A Certificate of Funds in the amount of $114,500.00 is attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>01/01/17</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,145,112.15</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$1,030,499.83</td>
<td>X Initial City Manager's Report</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$114,612.32</td>
<td>X Initial Certificate of Funds</td>
</tr>
<tr>
<td>CT/CF</td>
<td>CT171651</td>
<td>X Initial Agreement/Contract</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$114,500.00</td>
<td>X Copy of City Manager's Report</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td>X Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$112.32</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: $114,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 51000 - 3224 - 1166 - 43 - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
<tr>
<td>Fund Code XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: COPP Integrated Systems
Vendor Address: 123 S. Keowee Street Dayton OH 45402
Federal ID: 45-5425838
Commodity Code: 68002
Purpose: Encumber funds for maintenance service agreement for the Airport Security System for remainder of 2021.

(Original Comm Approval = ($932,028.12 + $102,084.03) = $1,034,112.15 - $173,844.00 - $7,203.71 (2017) = $853,064.44 - $180,797.76 - $8,380.24 - $8,380.24 (2018) = $663,886.44 - $208,400.00 - $5,817.43 - $102,084.03 (2019) = $347,584.98 - 226,972.66 (2020) = $117,000.00 = $3,612.32 remaining commission approval, plus additional commission approval request of $111,000=114,612.32 - 114,500 = 112.32 remaining commission approval amount

Contact Person: Mike Etter
937-454-8328

Aviation Department/Division 5/6/2021 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 appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: [Signature] 5/17/2021 Date

Finance Prepared by: [Signature] 5/17/2021 Date

CF/CT Number: CT21-1651 5/17/21
May 14, 2021

TO: LaShea Lofton, Deputy City Manager
Office of the City Manager

FROM: Gil Turner, Director
Department of Aviation

SUBJECT: Contract Modification to the Professional Services Agreement with COPP Systems

The Department of Aviation is requesting increased spending authority in the amount of $111,000 for COPP Systems to cover the remainder of the service agreement expiring on 12/31/2021.

The original service agreement was approved on 02/08/2017 and included professional services through the end of 2021. Since this approval, three riders to the contract have been approved by the City Commission at a total cost of $123,485.41.

Funding these riders effectively reduced the commission approved authority available for the ongoing professional services agreement. This request will increase the approved spending authority by the amount required to finish out the term of the agreement.

If you have any questions, please contact Mike Etter at 454-8328 or Pam Hixon at 264-3594.

cc: Mike Etter
    Pam Hixon
    Chris Wimsatt
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

New Contract

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>01/01/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,034,132.15</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$1,034,132.15</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$1,034,132.15</td>
</tr>
</tbody>
</table>

Renewal Contract

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>01/01/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,034,132.15</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$1,034,132.15</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$1,034,132.15</td>
</tr>
</tbody>
</table>

Change Order

Required Documentation

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

SECTION II - to be completed by Finance Department

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

Finance Director Signature

1/21/2021

Date

Finance Department
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>01/01/17</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$932,028.12</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$584,443.14</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$347,584.98</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td>CT171651</td>
<td>$226,972.66</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td>$120,612.32</td>
</tr>
</tbody>
</table>

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

Amount: $226,972.66

Fund Code: 51000 - 3224 - 1166 - 43 - XXXX - XXXX

Attach additional pages for more FOAPALs

Vendor Name: COPP Integrated Systems
Vendor Address: 123 S. Keowee Street Dayton OH 45402
Federal ID: 45-5425838
Commodity Code: 68002
Purpose: Funds for maintenance service agreement for the Airport's Security system for 2020

Contact Person: Debbie Tipton
Contact Number: 937-454-8204
Originating Department/Division: Aviation
Date: 11/19/19 (dt)

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 12/3/19

Finance Department

CF Prepared by: [Signature]
Date: 11/25/16

CF/CT Number: CT20-1651

October 18, 2011
## CERTIFICATE OF FUNDS

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

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>01/01/17</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,034,112.15</td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>811,416.89</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$222,696.55</td>
<td></td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT17-1651</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$102,084.03</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$120,612.32</td>
<td></td>
</tr>
</tbody>
</table>

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

### Amounts

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>51070 - 3210 - 1413 - 43 - XXXX - XXXX</td>
<td>$102,084.03</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXXX - XXXX - XXXX - XX - XXXX - XXXX</td>
<td></td>
</tr>
</tbody>
</table>

### Vendor Information

- Vendor Name: COPP Integrated Systems
- Vendor Address: 123 S. Keowee Street, Dayton, OH 45402
- Federal ID: 45-5425538
- Commodity Code: 68002
- Purpose: Funds for the Contract Rider of the existing Professional Services Agreement to install high definition cameras in the front of the terminal and in the new rental car facility, which will be used by the Airport Police Department and the Transportation Security Administration (TSA) at the Dayton International Airport.

### Contact Person

- Pam Hoxon (613) 254-3594

### Originating Department Director's Signature

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

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

Finance Director Signature: [Signature]

Date: [12/10/19]

Prepared by: [Signature]

Date: [12/10/19]
City Manager's Report

From 3210 - Aviation/AP Admin & Finance

Supplier, Vendor, Company, Individual

Name COPP Integrated Systems

Address 123 S. Keowee Street
Dayton, OH 45402

Date December 18, 2019

Expense Type Contract Modification

Total Amount $102,084.03 (thru 12/31/21)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation Capital</td>
<td>51070-3210-1413-43</td>
<td>$102,084.03</td>
</tr>
</tbody>
</table>

Includes Revenue to the City:  Y  N/A

Affirmative Action Program:  Y  N/A

Professional Service Agreement Modification

The Department of Aviation requests permission to modify the current Professional Service Agreement with COPP Integrated Systems, to incorporate a Contract Rider. Under this Contract Rider, COPP will install high definition cameras in the front of the terminal and in the new rental car facility, which will be used by the Airport Police Department and the Transportation Security Administration (TSA). These cameras will provide enhanced, high-resolution video that will work in conjunction with Aviation's Milestone Video Management System. New, high definition cameras will continue to be installed in all current and future construction projects at the airport.

The total amount payable under this Contract Rider is not to exceed $102,084.03 for all hardware, software, commissioning and training. This Contract Rider will commence upon execution by the City and shall expire on December 31, 2021 as part of the current Professional Services Agreement.

The original agreement was approved on February 8, 2017 in the amount of $932,028.12. This rider will increase the amount to $1,034,112.15, which is an increase of $102,084.03.

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

A Certificate of Funds in the amount of $102,084.03 is attached.

Signatures/Approval

Approved by City Commission

Rachelle Henderson

Date December 18, 2019

Updated 10/2019
**Quotation**

Project Number: 93424-1

For:

Front Terminal Renovations - Camera

Dayton Int'l Airport
Accounts Payable
3800 Terminal Bldg Rm 300
Vandalia, OH 45377

Tel: 937-454-8204 A/P 
Fax: 937-454-6580

<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
</table>

**CONTRACT RIDER**

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE PROFESSIONAL SERVICES AGREEMENT CONTRACT #CT17-1651, DATED JANUARY 1, 2017 BETWEEN CITY OF DAYTON, OHIO DAYTON INTERNATIONAL AIRPORT (Hereinafter referred to as "CITY") AND, COPP INTEGRATED SYSTEMS (Hereinafter referred to as "COPP").

Absolutely No Changes Are To Be Made To This Rider Without Prior Agreement by COPP.

For adding equipment as follows:

- **Front Entrance**
  - 15 Fisheye Network Camera, Smart Pro Specialty 360 Degree 12MP
  - Series, Outdoor, Day/Night, 12 Megapixel, Panoramic 180/360-Degree, IR, 12 VDC/PoE
  - 5 Fisheye Network Camera, Smart Pro Specialty 180 Degree 12MP
  - Series, Outdoor, Day/Night, 12 Megapixel, Panoramic 180/360-Degree, IR, 12 VDC/PoE
  - 5 Accessory, Camera Bracket, Angled Base, For 360 Degree Camera
  - FishEye Panoramic Ca
  - 4 Dome & Day/Night Network Camera, Value Series, Mini Dome 3MP
  - Outdoor, IP66, 3 Megapixel/1080p, 2.8-12mm, IR (20m), H.264, PoE/12VDC
  - 2 Accessory, Bracket, Recessed Ceiling Mount, For 27XX, 7XX & 41XX Series Dome Cameras
  - 24 Extend Existing Network Cables
  - 14 Additional Camera License
  - 1 Misc. Installation Hardware
  - 1 Lot Installation, Programming & Testing

**Front Entrance Total**

41,758.97

9/27/2019
<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Terminal Drive</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>Fisheye Network Camera, Smart Pro Specialty 360 Degree 12MP Series, Outdoor, Day/Night, 12 Megapixel, Panoramic 180/360-Degree, IR, 12 VDC/PoE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>Fisheye Network Camera, Smart Pro Specialty 180 Degree 12MP Series, Outdoor, Day/Night, 12 Megapixel, Panoramic 180/360-Degree, IR, 12 VDC/PoE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>Accessory, Camera Bracket, Angled Base, For 360 Degree Camera FishEye Panoramic Ca</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>Dome &amp; Day/Night Network Camera, Value Series, Mini Dome 3MP Outdoor, IP66, 3 Megapixel/1080p, 2.8-12mm, IR (20m), H.264, PoE/12VDC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>Accessory, Bracket, Recessed Ceiling Mount, For 27XX, 7XX &amp; 41XX Series Dome Cameras</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>Network Drops</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13</td>
<td>Additional Camera License</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Misc. Installation Hardware</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Lot Installation, Programming &amp; Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Terminal Drive Total</strong></td>
<td></td>
<td>38,361.73</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Rental Car</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>Fisheye Network Camera, Smart Pro Specialty 180 Degree 12MP Series, Outdoor, Day/Night, 12 Megapixel, Panoramic 180/360-Degree, IR, 12 VDC/PoE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>Accessory, Camera Bracket, Angled Base, For 360 Degree Camera FishEye Panoramic Ca</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Dome &amp; Day/Night Network Camera, Value Series, Mini Dome 3MP Outdoor, IP66, 3 Megapixel/1080p, 2.8-12mm, IR (20m), H.264, PoE/12VDC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Misc. Installation Hardware</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>Copper Network Drops</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9</td>
<td>Camera License</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Misc. Installation Hardware</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Lot Installation, Programming &amp; Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Rental Car Total</strong></td>
<td></td>
<td>21,963.33</td>
</tr>
</tbody>
</table>

Additional amount to be added annually after the initial one year warranty to the Professional Services Agreement Contract to include this equipment:

Extended Maintenance Agreement 12,615.34

Continue Next Page...
Copp To Provide:
- All above listed equipment.
- Installation and termination of above equipment.
- Set up and commissioning of system.
- One year parts and labor warranty.

Customer to Provide:
- Access to Job Site Mon - Fri 8 am to 4:30 pm
- All A/C power necessary to complete installation
- All conduit/raceway from Comm Room to light poles
- All conduit between light poles.
- All required 110VAC power at light pole for network switch power.

Assumptions;
- All existing security/network cables in the ceiling of the ticket & baggage claim areas will be reused or extended.

Notes:
Terms of pricing:
- Pricing excludes any applicable sales tax.
- Progressively billed monthly
- Net 30 days.
  - With established credit with CSI and in good standing
    - Signed and date quotation returned to CSI.
    - Purchase order when applicable
  - CSI also accepts MC, Visa, AM, Discover
    - All payments made by credit card will be charged a convenience fee.
      The convenience fee will be 2% for MasterCard/Visa/Discover payments and 3% for American Express payments

- Warranty Service will be done during normal business hours Mon - Fri 8:00 am to 4:30 p.m. excluding holidays.
- If customer requires after hour warranty service, the customer will be charged the difference for the normal labor rate and the after hours rate.

Please feel free to contact me should you have any questions or concerns

Thank you
Craig S. Gray
Director of Systems Engineering

csg@ccpp.com
937-228-4188 Office
937-913-2207 Direct
937-673-2207 Cell

- This proposal, and its contents, are confidential and explicitly for the eyes of the customer. Any breach in confidentiality (visual or verbal) could result in legal action against the offending agent &/or agency.

This ** Quotation ** is Valid for 60 Days.

Signature: [Signature]
Date: 12.26.19
Project Total: $ 102,084.03

APPROVED AS TO FORM AND CORRECTNESS: [Signature] City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO
December 18, 2019
Min. Book 136 Page 118
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>Expired Date</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>Initial Encumbrance</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$353,402.41</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>Increase Encumbrance</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>CT171651</td>
<td>$5,617.43</td>
<td>x</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$ -</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$347,584.98</td>
<td>x</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of Original Certificate of Funds</td>
</tr>
</tbody>
</table>

| Amount: | $6,617.43 |
| Fund Code | 51000 - 3224 - 116 - 43 - 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: COPP Integrated Systems
Vendor Address: 123 S. Keowee Street Dayton OH 45402
Federal ID: 45-5425838
Commodity Code: 68002
Purpose: Funds for Contract Rider for Project 94361

Contact Person: Joe Homan / Debbie Tipton Aviation Department/Division 4/16/2019
Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: [Signature]
Date: 4-29-19
CF/CT Prepared by: Williams
Date: 4/23/19
CF/CT Number: CD19-1651

October 18, 2011
** Quotation **

Project Number: 94361

For:
Baggage Claim Oversize Baggage Door
Baggage Dr & 4 UPS

Dayton Int'l Airport
Accounts Payable
3600 Terminal Bldg Rm 300
Vandalia, OH 45377

Tel: 937-454-8204 A/P   Fax: 937-454-6580

<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
</table>

**CONTRACT RIDER**

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE PROFESSIONAL SERVICES AGREEMENT CONTRACT #CT17-1651, DATED JANUARY 1, 2017 BETWEEN CITY OF DAYTON, OHIO DAYTON INTERNATIONAL AIRPORT (Hereinafter referred to as "CITY") AND, COPP INTEGRATED SYSTEMS (Hereinafter referred to as "COPP").

Absolutely No Changes Are To Be Made To This Rider Without Prior Agreement by COPP.

For adding equipment as follows:
Scope of Work:
To reconnect the card access system to the new overhead garage door. The airport has requested that the door function like the old rapid door. The old door would automatically close after a give time frame. The new does not automatically close. COPP will add a delay time to the access system. Once the card access system sees a valid read, the access system will send a closure to open the door and start the delay timer. After the set time, the delay timer will activate the close button and the door will begin to close. All safety features, beams and/or reversing edge, of the new overhead door will not be modified. If the door does not close with a set time, the door will send an alarm to PD dispatch and the local alarm will sound. Also if the door is opened without a valid read the same alarms will occur. The delay timer can be configured for 1 to 255 seconds. Verify with OPS and the Chief for desired times. This door opening was originally connected to the security system. Therefore no change is needed

New batteries for 4 UPS and expansion units will be replaced. The 4 UPS units are located in B2, C1, C2, and T1.

Note:
The UPS unit and the batteries were not part of the existing professional service agreement. Dayton International Airport has requested that they be added to the agreement.
This assumes all UPS unit are in good working condition at the time of battery replacement.

**Baggage Door Modifications.**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADI</td>
<td>1 Timemaster, Multi-Function Timer, Dip Switch S</td>
</tr>
<tr>
<td>C3C</td>
<td>1 Track Mount Contact</td>
</tr>
<tr>
<td>C3C</td>
<td>1 RELAY BASE 11 PIN SQUARE</td>
</tr>
<tr>
<td>COPP</td>
<td>1 RELAY 13A DPDT SQUARE BASE</td>
</tr>
<tr>
<td></td>
<td>1 Misc. Installation Hardware</td>
</tr>
<tr>
<td></td>
<td>1 Lot Installation, programming and testing labor.</td>
</tr>
</tbody>
</table>

**Overhead Door Total**

1,505.21

COPP INTEGRATED SYSTEMS  Project: 94361
The door opening is currently covered under the existing Professional Services Agreement Contract. Therefore, the Professional Service Agreement does not need to be increased. The above cost is to reconnect system to the new door and modify the program to get the desired function.

<table>
<thead>
<tr>
<th>Mfr Raft No.</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>UPS Battery Replacement</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADI</td>
<td>72</td>
<td>7ah Battery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COPP</td>
<td></td>
<td>1 Misc. Installation Hardware</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Lot Installation, programming and testing labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>UPS Battery Total</strong></td>
<td>4,312.22</td>
<td></td>
</tr>
</tbody>
</table>

An additional amount of $1,686.53 will be added annually, starting January 1, 2020, to the Professional Services Agreement Contract to include the 4 main UPS and 4 battery expansion unit for B2, C1, C2 and T1. It is assumed that the 4 main unit are in good working condition. If any of the main UPS units are not found to be bad at the time the batteries are replaced, the airport would need to replaced the bad units before they can be added to the Professional Service Agreement.

Continue Next Page...
<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
</table>

Copp To Provide:
- All above listed equipment.
- Installation and termination of above equipment.
- Set up and commissioning of system.
- One year parts and labor warranty.

Customer to Provide:
- Access to Job Site Mon - Fri 8 am to 4:30 pm
- All A/C power necessary to complete installation

Notes:
Terms of pricing:
- Pricing excludes any applicable sales tax.
- Progressively billed monthly
- Net 30 days.
  - Without established credit with CSI.
    - 50% down with order & remaining due at completion
  - With established credit with CSI and in good standing
    - Signed and date quotation returned to CSI.
    - Purchase order when applicable

- Warranty Service will be done during normal business hours Mon - Fri 8:00 a.m. to 4:30 p.m. excluding holidays.
- If customer requires after hour warranty service, the customer will be charged the difference for the normal labor rate and the after hours rate.

Please feel free to contact me should you have any question or concerns

Thank you
Craig S. Gray
Director of Systems Engineering

csg@copp.com
937-228-4188 Office
937-913-2207 Direct
937-673-2207 Cell

- This proposal, and its contents, are confidential and explicitly for the eyes of the customer. Any breach in confidentiality (visual or verbal) could result in legal action against the offending agent &/or agency.

---

This **Quotation** is Valid for 60 Days.

Signature: [Signature]
Date: 04/10/15
Project Total: $ 5,817.43

---

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]

City Attorney

[Signature]

City Manager

---

No Commission Action Required**

3/26/2019
COPP INTEGRATED SYSTEMS
Project: 94361
Page 3 of 3
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>01/01/17</td>
<td>12/31/21</td>
</tr>
<tr>
<td>Expiration Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$932,028.12</td>
<td>$370,225.71</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$561,802.41</td>
<td>$</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>CT171651</td>
<td></td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$208,400.00</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$353,402.41</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
</tr>
</tbody>
</table>

<p>| Amount: | $208,400.00 |
| Fund Code | 51000 - 3224 - 1166 - 43 - XXXX - XXXX |</p>
<table>
<thead>
<tr>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
</table>

<p>| Amount: | |
| Fund Code | XXXX - XXXX - XXXX - XX - XXXX - XXXX |</p>
<table>
<thead>
<tr>
<th>Fund</th>
<th>Org</th>
<th>Acct</th>
<th>Prog</th>
<th>Act</th>
<th>Loc</th>
</tr>
</thead>
</table>

Attach additional pages for more FOAPALS

Vendor Name: COPP Integrated Systems
Vendor Address: 123 S. Keowee Street Dayton OH 45402
Street City State Zipcode + 4
Federal ID: 45-5425838
Commodity Code: 68002
Purpose: Funds for the maintenance service agreement for the Airport's Security System for 2019.


Contact Person: Joe Homan / Debbie Tipton
937-454-8122 / 937-454-5204
Aviation Department/Division 12/3/18 (dt) Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: Aaron J. Rosenburg
Date 12-14-18
CF/CT Number 12-13-2018 CT19-1651

Finance Department

October 18, 201
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>01/01/17</td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
<td>x</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$932,028.12</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$361,845.47</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$570,182.65</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td>CT171851</td>
<td>x</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$8,380.24</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$561,802.41</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
</tbody>
</table>

| Amount: | $8,380.24 |
| Fund Code: | 51000 - 3224 - 1166 - 43 - XXXX - XXXX |
| Org | Act |
| Prog | Loc |

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

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

Attach additional pages for more FOAPALs

Vendor Name: COPP Integrated Systems
Vendor Address: 123 S. Keowee Street Dayton OH 45402
Federal ID: 45-5425838
Commodity Code: 68002
Contact Person: Joe Homan / Debbie Tipton
937-454-8122 / 937-454-8204
Department/Division: Aviation
Date: 2/22/2018
Originating Department Director's Signature: [Signature]

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: [Signature]
CF Prepared by: [Signature] 3/5/18
Date: 3/5/18 CD18-1651

Finance Department

cr
October 18, 2018
**Quotation**

Project Number: 93275

For:

UPS Units T2 and 3rd Floor

**CONTRACT RIDER**

This rider is attached to and hereby made part of the Professional Services Agreement Contract #CT17-1651, dated January 1, 2017 between City of Dayton, Ohio Dayton International Airport (Hereinafter referred to as "City") and, COPP Integrated Systems (Hereinafter referred to as "COPP").

Absolutely no changes are to be made to this rider without prior agreement by COPP.

For adding equipment as follows:

<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>UPS Unit 3000VA @ 120V</td>
</tr>
<tr>
<td>Liebert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GXT4-3000RT120</td>
<td>1</td>
<td>External battery cabinet for 3000VA GXT3</td>
</tr>
<tr>
<td>GXT4-72V BATT</td>
<td></td>
<td>Lot Installation &amp; Testing</td>
</tr>
</tbody>
</table>

Additional amount to be added annually to the Professional Services Agreement Contract to include this equipment:

| MNT-MAT       | Professional Service Agreement | 963.73 |

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

**No Commission Action Required**

This **Quotation** is valid for 60 days.

Signature: [Signature]

Date: [Date]

Project Total: $8,380.24
** Quotation **
Project Number: 93275

For:
UPS Units T2 and 3rd Floor

COPP
INTEGRATED SYSTEMS
123 S. Keowee Street
Dayton, OH 45402

Dayton Int'l Airport
Accounts Payable
3600 Terminal Bldg Rm 300
Vandalia, OH 45377

Tel: 937-454-8204 A/P    Fax: 937-454-6580

<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
</table>

**CONTRACT RIDER**

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE
PROFESSIONAL SERVICES AGREEMENT CONTRACT #CT17-1651, DATED JANUARY 1, 2017 BETWEEN CITY OF
DAYTON, OHIO DAYTON INTERNATIONAL AIRPORT (Hereinafter referred to as "CITY") AND, COPP INTEGRATED
SYSTEMS (Hereinafter referred to as "COPP").

Absolutely No Changes Are To Be Made To This Rider Without Prior Agreement by COPP.

For adding equipment as follows:

<table>
<thead>
<tr>
<th>Liebert</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GXT4-3000RT120</td>
<td>2</td>
<td>UPS Unit 3000VA @ 120V</td>
</tr>
<tr>
<td>GXT4-72VBATT</td>
<td>1</td>
<td>External battery cabinet for 3000VA GXT3</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Lot Installation &amp; Testing</td>
</tr>
</tbody>
</table>

Additional Amount to be added annually to the Professional Services Agreement Contract to include this
equipment:

<table>
<thead>
<tr>
<th>MNT-MAT</th>
<th>Professional Service Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>963.73</td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM AND CORRECTNESS:**

City Attorney

**No Commission Action Required**

This ** Quotation ** is Valid for 60 Days.

Signature: [Signature] Date: 1/8/16

Project Total: $8,380.24
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

New Contract

- Contract Start Date: 01/01/17
- Expiration Date: 12/31/21
- Original Commission Approval: $932,028.12
- Initial Encumbrance: $181,047.71
- Remaining Commission Approval: $750,980.41

Renewal Contract

Required Documentation

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

Change Order

Copy of City Manager's Report
Copy of Original Certificate of Funds

Original CT/CF

CT171651

Increase Encumbrance: $180,797.76
Decrease Encumbrance: $570,182.65

Amount: $180,797.76

Fund Code: 

51000 - 3224 - 1166 - 43 - XXXX - XXXX

Fund Org Acct Prog Act Loc

Amount: 

Fund Code: 

XXXX - XXXX - XXXX - XX - XXXX - XXXX

Fund Org Acct Prog Act Loc

Fund Code: 

XXXX - XXXX - XXXX - XX - XXXX - XXXX

Fund Org Acct Prog Act Loc

Fund Code: 

XXXX - XXXX - XXXX - XX - XXXX - XXXX

Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALs

Vendor Name: COPP Integrated Systems
Vendor Address: 123 S. Keowee Street Dayton OH 45402
Federal ID: 45-5425838
Commodity Code: 68002
Purpose: Funds for the maintenance service agreement for the Airport's Security System for 2018.

(Original Comm Approval = $932,028.12 - $173,844 (2017) = $758,184.12 remaining - $7,203.71 (2017 contract Rider) = $750,980.41 remaining for 2018 = $570,182.65 remaining commission approval.)

Contact Person: Joe Homan / Debbie Tipton

Aviation Department/Division 1/18/2018 Date

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature:

Melissa Jeyes

CF Prepared by CR

1/29/18 Date

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>01/01/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/21</td>
</tr>
</tbody>
</table>

Original Commission Approval: $932,028.12
Initial Encumbrance: $173,844.00
Remaining Commission Approval: $758,184.12

Original CT/CF: CT171651
Increase Encumbrance: $7,203.71
Decrease Encumbrance: $-
Remaining Commission Approval: $750,980.41

NO DRAFT DOCUMENTS PERMITTED

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

Amount: $7,203.71
Fund Code: 51000 - 3224 - 1166 - 43 - XXXX - XXXX

Attach additional pages for more FOAPALs

Vendor Name: COPP Integrated Systems
Vendor Address: 123 S. Keowee Street, Dayton, OH 45402
Street, City, State, Zipcode + 4
Federal ID: 45-5425838
Commodity Code: 68002
Purpose: Funds for the Contract Rider of the existing Professional Services Agreement to install a new security door keypad and two new uninterruptible power supplies to be in compliance of Transportation Security Administration (TSA) Security Directives.

Contact Person: Joe Homan/937-454-8211
Aviation Department/Division Date: 10/18/2017

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 11/3/17

Prepared by: [Signature]
Date: 11/3/17

Finance Department

October 18, 201
**Quotation**

Project Number: 92978-1

For:

Add Door by Incinerator Rm & UPS

---

**CONTRACT RIDER**

THIS RIDER IS ATTACHED TO AND HEREBY MADE PART OF THE PROFESSIONAL SERVICES AGREEMENT CONTRACT #CT17-1651, DATED JANUARY 1, 2017 BETWEEN CITY OF DAYTON, OHIO DAYTON INTERNATIONAL AIRPORT (Hereinafter referred to as "CITY") AND, COPP INTEGRATED SYSTEMS (Hereinafter referred to as "COPP").

Absolutely No Changes Are To Be Made To This Rider Without Prior Agreement by COPP.

For adding equipment as follows:

<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADI-HE-450030601</td>
<td>1</td>
<td>4500C-12/24-630 Electric Strike, 4500C Series, Field-Selectable</td>
</tr>
<tr>
<td>NORCOMINC-PW5K ENC3</td>
<td>1</td>
<td>PW-Series Remote Enclosure includes plug-in 110V Transformer, Power Supply and Battery</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Access IC Board - From spare stock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Access 2 Reader Board - From spare stock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Reader Keypad - From spare stock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 REX Button - From spare stock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Door Contact - From spare stock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Lock Power Supply - From spare stock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 Reader Keypad - From spare stock</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 Internal Battery kit for 3000va GXT3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 External battery cabinet for 3000VA GXT3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Misc. Installation Hardware</td>
</tr>
<tr>
<td>GXT4-9A72BATKIT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>GXT4-72VBATT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>COPP-MISCHDW</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Material Total        | 3,864.30 |
| Installation Total    | 3,339.41 |
| Total Material & Labor| 7,203.71 |

Additional Amount to be added annually to the Professional Services Agreement Contract to include the above & the 2 UPS units located in T2 & B1 network, room.

COPP-MNT-MAT Professional Service Agreement 828.43
<table>
<thead>
<tr>
<th>Mfr-Part No.</th>
<th>Qty</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Copp To Provide:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- All above listed equipment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Installation and termination of above equipment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Set up and commissioning of system.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Warranty for this door will be included as part of maintenance agreement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Customer to Provide:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Access to Job Site Mon - Fri 8 am to 4:30 pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Network connection to main building</td>
</tr>
</tbody>
</table>

**Notes:**
- Terms of pricing:
  - Pricing excludes any applicable sales tax.
  - Progressively billed monthly
  - Net 30 days.
  - Without established credit with CSI.
    - 50% down with order & remaining due at completion
  - With established credit with CSI and in good standing
    - Signed and date quotation returned to CSI.
    - Purchase order when applicable
  - CSI also accepts MC, Visa, AM, Discover
  - All payments made by credit card will be charged a convenience fee.
  - The convenience fee will be 2% for MasterCard/Visa/Discover payments and 3% for American Express payments

- Warranty Service will be done during normal business hours Mon - Fri 8:00 a.m. to 4:30 p.m. excluding holidays.
- If customer requires after hour warranty service, the customer will be charged the difference for the normal labor rate and the after hours rate.

Please feel free to contact me should you have any question or concerns

Thank you
Craig S. Gray
Director of Systems Engineering

csg@copp.com
937-228-4188 Office
937-913-2207 Direct
937-673-2207 Cell

This proposal, and its contents, are confidential and explicitly for the eyes of the customer. Any breach in confidentiality (oral or verbal) could result in legal action against the offending agent &/or agency.

This "Quotation" is Valid for 60 Days.

Signature: [Signature] Date: 10/31/17

Project Total: $7,203.71

APPROVED AS TO FORM AND CORRECTNESS:

**No Commission Action Required**

City Attorney

[Signature]

10/17/2017 COPP INTEGRATED SYSTEMS Project: 92978-1
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
<th>Original Commission Approval</th>
<th>Initial Encumbrance</th>
<th>Remaining Commission Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/17</td>
<td>12/31/21</td>
<td>$932,028.12</td>
<td>$173,844.00</td>
<td>$756,184.12</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>$173,844.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>51000 - 3224 - 1166 - 43 - XXXX - XXXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Code</th>
<th>XXXX - XXXX - XXXX - XX - XXXX - XXXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: COPP Integrated Systems

Vendor Address: 123 S. Keowee Street Dayton OH 45402

Federal ID: 45-5425838

Commodity Code: 88002

Purpose: Funds for the maintenance service agreement for the airport's security system for 2017.

Contact Person: Joe Homan/937-454-8211

Aviation Department/Division 1/11/2017

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]

Date: 1/31/17

CF/FT Number: CT 17 - 1651

CF Prepared By: [Signature] 1/27/17

Finance Department

October 18, 2011
City Manager’s Report

From 3224 - Aviation/AP Police
Supplier, Vendor, Company, Individual
Name COPP Integrated Systems
Address 123 S. Keowee Street
Dayton, OH 45402

Date February 8, 2017
Expense Type Service Agreement
Total Amount $932,028.12 (thru 12/2021)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation Operating</td>
<td>51000-3224-1166-43</td>
<td>$932,028.12</td>
</tr>
</tbody>
</table>

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

Description

Standard Commercial CCTV/Access Control Service Agreement

The Department of Aviation requests permission to enter into a Standard Commercial CCTV (Closed-Circuit Video Security Monitoring) and Access Control Service Agreement with COPP Integrated Systems in the amount of $932,028.12. The work and services to be provided by COPP Integrated Systems include the ongoing maintenance services for the Access Control and CCTV Systems at the Dayton International Airport. The ongoing maintenance includes all parts and labor for the security system equipment used by the Airport and the Transportation Security Administration.

The funding for the Agreement is as follows:

- 2017 Aviation Operating: $173,844.00 for 1/1/2017 – 12/31/2017
- 2018 Aviation Operating: $180,797.76 for 1/1/2018 – 12/31/2018
- 2020 Aviation Operating: $192,736.06 for 1/1/2020 – 12/31/2020
- 2021 Aviation Operating: $197,072.62 for 1/1/2021 – 12/31/2021

The Agreement shall commence upon execution by the City and it shall expire on December 31, 2021.

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

A Certificate of Funds is attached in the amount of $173,844.00 for the 2017 initial encumbrance.

Signatures/Approval

Approved by City Commission

Clerk

February 8, 2017

Date

Updated 8/2016
123 S. Keowee Street, Dayton, OH 45402 (937) 228-4188

STANDARD COMMERCIAL CCTV / ACCESS CONTROL / SERVICE AGREEMENT

Date: January 1, 2017

Buyer's Name: City of Dayton, Ohio Dayton International Airport (hereinafter “City")

Address: 3600 Terminal Bldg, Rm 300 Vandalia OH 45377

Telephone No.: 937-454-8204

1. COPP INTEGRATED SYSTEMS (hereinafter referred to as “COPP” or “ALARM COMPANY”) agrees to provide ongoing maintenance services, at City's premises as described herein. Passcode to CPU software remains property of COPP. Software programmed by COPP is the intellectual property of COPP and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties.

Purchase Price: $ N/A
Taxes: $ __________
Total: $ __________
Down Payment: $ __________
Balance due upon completion of installation: $ N/A

Approximate date work to begin: 01-01-2017
Estimated date work to be substantially completed: ongoing
Monthly Payment [total from paragraph 4]: $NA

2. DESCRIPTION OF EQUIPMENT AND SERVICES: Maintenance Agreement for the Access Control & CCTV Systems beginning January 1, 2017. This includes: the equipment for the Airport and TSA. Equipment and services fully described in Exhibit "A", attached hereto.

3. SERVICES AND CHARGES: City agrees to pay the sum of One Hundred Seventy-Three Thousand Eight Hundred Forty-Four Dollars and Zero Cents ($173,844.00) for one (1) year. Total amount not to exceed for the services rendered for the entire five (5) year term of this agreement is Nine Hundred Thirty-Two Thousand Twenty-Eight Dollars and Twelve Cents ($932,028.12). Charges for all years listed in Exhibit "B", attached hereto and incorporated herein. Charges are payable in advance on January 1 of each year over the term of this agreement.

4. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of five (5) years, commencing upon execution.

5. SERVICE: Service includes all parts and labor. COPP shall service upon City's request the security system installed in City's premises twenty-four (24) hours a day, seven (7) days a week and will respond within four (4) hours after receiving notice
from City that service is required. All repairs, replacement or alteration to the security system made by reason of alteration to City’s premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the City. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer’s useful life are not included in service and will be repaired or replaced at City’s expense. No apparatus or device shall be attached to or connect with the security system as originally installed without COPP’s written consent.

6. VIDEO SYSTEM OPERATION AND LIMITATIONS: If selected as a service to be provided and included in the Schedule of Equipment, Video equipment is attached to a digital recorder computer and City shall not use the computer for any other purpose. City shall be permitted to access and make changes to the system’s operation on site and over the Internet. If data storage is selected service, COPP shall store data received from City’s system for one year. COPP shall have no liability for data corruption or inability to retrieve data except if the corruption or inability to retrieve data is caused by COPP’s negligence. To the extent that COPP’s negligence causes corruption or inability to retrieve data, COPP shall: restore the video surveillance system settings and configurations; restore the access control system database and system configurations; however, COPP shall not be responsible for recovering recorded video data. City’s data shall be maintained confidential and shall be retrieved and released only to City or upon City’s authorization or by legal process. Telephone or Internet access is not provided by COPP and COPP has no responsibility for such access or IP address service. If system has remote access COPP is not responsible for the security or privacy of any wireless network system or router, and it is the City’s responsibility to secure access to the system with pass codes and lock outs. COPP shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

GENERAL PROVISIONS

7. TESTING AND SERVICE OF ACCESS CONTROL & CCTV SYSTEMS: Access Control & CCTV System, once installed, is in the exclusive possession and control of the City, and it is City’s sole responsibility to test the operation of the Security System and to notify COPP if it is in need of repair. COPP shall not be required to service the Security System unless during Warranty Period or City has contracted for service pursuant to paragraphs 2 and 5 and it has received notice from City, and upon such notice, COPP shall service the Security System to the best of its ability within thirty-six (36) hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. If City has not selected Service pursuant to paragraphs 2 and 5, any repair or other services provided by COPP to City’s security equipment shall be at COPP’s option on a per call request by City, and City shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. Only the Security Systems installed by COPP is covered by service. It shall be City’s sole responsibility to maintain the security system.

8. CARE OF ACCESS CONTROL & CCTV SYSTEM: City agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed and City agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to
the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the Security System (if installed by COPP) shall be made by COPP.

9. ALTERATION OF PREMISES FOR INSTALLATION: COPP is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in COPP's sole discretion for the installation and service of the security system, and City represents that the owner of the premises, if other than City, authorizes the installation of the security system under the terms of this agreement.

10. CITY'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: City agrees to furnish, at City's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by COPP.

11. LIEN LAW: COPP or any subcontractor engaged by COPP to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

12. ASSIGNMENTS: Parties agree that there are no third party beneficiaries of this contract. City shall not be permitted to assign this agreement without written consent of COPP. COPP shall have the right to assign this contract, with City's written consent, such consent shall not be unduly withheld, and shall be relieved of any obligations herein upon such assignment.

13. EXCULPATORY CLAUSE: COPP and City agree that COPP is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though COPP does not guarantee that no loss will occur.

14. INSURANCE: The City is a self-insured entity that maintains funds and coverage for public liability, property damage, burglary and theft under which COPP is named as additional insured under its Certificate of Coverage. COPP shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the City from funds covering such loss or damage or for such loss or damage against which the City is indemnified or insured. City shall be self-insured to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and City and all those claiming rights under City waive all rights against COPP and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by self-insurance.

15. LIMITATION OF LIABILITY: City agrees that should there arise any liability on the part of COPP as a result of COPP's negligent performance to any degree of failure or perform any of COPP's obligations or equipment failure, or strict products liability, that COPP's liability shall be limited to the sum of $250.00 or 5% of the sales price or six times the monthly charges City has agreed to pay pursuant to this agreement, whichever is greater. If City wishes to increase COPP's amount of limitation of
liability, City may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with COPP’s increased liability. This shall not be construed as insurance coverage.

16. COPP’S RIGHT TO SUBCONTRACT SPECIAL SERVICES: City agrees that COPP is authorized and permitted to subcontract any services to be provided by COPP to third parties who may be independent of COPP. City appoints COPP to act as City’s agent with respect to such third parties, except that COPP shall not obligate City to make any payments to such third parties. City acknowledges that this agreement inure to the benefit of and are applicable to any assignee, subcontractors and central offices of COPP.

17. NON-SOLICITATION: City agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of COPP assigned by COPP to perform any service for or on behalf of City for a period of two years after COPP has completed providing service to City.

18. SECURITY INTEREST/COLLATERAL: To secure City’s obligations under this agreement City grants COPP a security interest in the security equipment installed by COPP and COPP is authorized to file a financing statement.

19. CREDIT INVESTIGATION: City and any guarantor authorize COPP to conduct credit investigations from time to time to determine City’s and guarantor’s credit worthiness.

20. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except COPP’s requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. City acknowledges and represents that City has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Agreement. City hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of City’s reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

21. ADDITIONAL SERVICES DURING TERM: City may request COPP to furnish, supply and provide additional labor, materials and services to perform additional work at City’s premises. Any additional requests for work, including specifications, drawings and identified services shall be made in a “Contract Rider” and made part of this service agreement. Any “Contract Rider” shall describe the services to be provided, the equipment to be purchased and the additional amount to be paid to COPP. Both the City and COPP shall sign the “Contract Rider”.

22. EQUAL EMPLOYMENT OPPORTUNITY: COPP 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.

23. POLITICAL CONTRIBUTIONS: COPP affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

CITY ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 5 PAGE, WITH EXHIBITS A AND B, CONTRACT AT TIME OF EXECUTION.

COPP INTEGRATED SYSTEMS

By: William DeFries, CEO/Owner

Date: 1-6-2017

CITY OF DAYTON, OHIO

[Signature]
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

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

February 8, 2017

[Signature]
Clerk of the Commission
EXHIBIT A

Dayton International Airport Schedule of Equipment

Access Control System (Enclosures, Controllers, Modules)
Card Readers (with and w/o Keypad)
Smart Card Printers
Electromagnetic Locks
Delayed Egress Electromagnetic Locks
Electric Control Strikes/locks
Door Hold Open Units
Door Hardware Crash Bar w/RTE switch and Transfer Hinges
Flush Mounted Man Door Balanced Magnetic Switches
Surface and Special application security switches
Power Supplies (controller, modules, Lock)
Duress Alarm Buttons
Key Switches - Duress disable/reset
Switches - Comm. Room Emergency Entry's
Visual and/or Audible Devices
Interior Fixed Cameras
Interior Fixed Cameras with WDR
Exterior Fixed Cameras
Interior PTZ Cameras
Exterior PTZ Camera Mounts
Exterior PTZ Cameras
Camera Power Supplies
Joystick Devices (Video Controller)
Access Control System (Software)
Access Server #1
Access Server #2
Access Workstation - Badge
EXHIBIT A

Access Workstation - Dispatch #1
Access Workstation - Dispatch #2
Access Workstation - TSA
Video VMS Server #1
Video VMS Server #2
Video DB Servers
Video Record Server # 1
Video Record Server # 2
Video Record Server # 3
200 TB San Configured with 100 TB Storage
Switch - 8 ports - 8Gb Fiber Channel for San
Video DVMS Software

Note:
Code Blue Intercom units for 2017 are cover under original install warranty
Starting in 2018 the Code Blue Intercom units are cover under the agreement
EXHIBIT B

Dayton International Airport Master Service Agreement

5 Year Schedule of Pricing 2017 – 2021

<table>
<thead>
<tr>
<th>Year</th>
<th></th>
<th>Airport</th>
<th>TSA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>2017</td>
<td>$158,471.58</td>
<td>$15,372.42</td>
<td>$173,844.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>2018</td>
<td>$164,810.44</td>
<td>$15,987.32</td>
<td>$180,797.76</td>
</tr>
<tr>
<td>Year 3</td>
<td>2019</td>
<td>$170,990.83</td>
<td>$16,586.84</td>
<td>$187,577.68</td>
</tr>
<tr>
<td>Year 4</td>
<td>2020</td>
<td>$175,693.08</td>
<td>$17,042.98</td>
<td>$192,736.06</td>
</tr>
<tr>
<td>Year 5</td>
<td>2021</td>
<td>$179,646.18</td>
<td>$17,426.45</td>
<td>$197,072.62</td>
</tr>
</tbody>
</table>
From: 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual: Barrett Paving Material Inc.
Address: 3751 Commerce Dr. Franklin, Ohio 45005

Date: May 26, 2021
Expense Type: Award of Contract
Total Amount: $1,044,032.00 (thru 8/30/23)

City Manager's Report

Fund Source(s) | Fund Code(s) | Fund Amount(s)
--- | --- | ---
Permissive Tax Resurfacing | 41308-6450-1428-54 | $1,005,332.00
Asphalt Paving 2021 | 58002-3420-1428-54-ST1001 | $8,150.00
Storm Capital Funds | 55004-3420-1428-54-SF1001 | $8,150.00
Sanitary Capital Funds | 53003-3420-1428-54-WF1004 | $22,400.00
Water Capital Funds

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

Description

2021 THOROUGHFARE RESURFACING
(10% MBE AND 5% WBE PARTICIPATION GOAL/10.6% MBE AND 5.6% WBE PARTICIPATION ACHIEVED)

The Department of Public Works requests approval to award a contract with Barrett Paving Material, Inc. The scope of work for this project is the asphalt resurfacing of various streets throughout the City of Dayton. Work includes grinding existing asphalt, application of tack coat, new 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 and best bidder, Barrett Paving Material Inc., in the amount of $1,044,032.00. This amount includes the base bid in the amount of $1,023,173.45 and Alternate 1 – contingency of $20,858.55. The estimate cost for the project is $1,070,141.00. Project completion is August 13, 2021.

This project is being funded using Montgomery County Permissive Tax Funds, Storm Capital Funds, Sanitary Capital Funds, and Water Capital Funds.

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

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I +A3:AF57- to be completed by User Department

<table>
<thead>
<tr>
<th></th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>08/30/23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$1,044,032.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrane</td>
<td>$1,044,032.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrane</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrane</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount: $1,005,332.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 41308 - 6450 - 1428 - 54 -</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
<tr>
<td>Amount: $8,150.00</td>
</tr>
<tr>
<td>Fund Code 58002 - 3420 - 1428 - 54 - ST1001 -</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: $8,150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code 55004 - 3420 - 1428 - 54 - SF1001 -</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
<tr>
<td>Amount: $22,400.00</td>
</tr>
<tr>
<td>Fund Code 53003 - 3420 - 1428 - 54 - WF1004 -</td>
</tr>
<tr>
<td>Fund Org Acct Prog Act Loc</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs
Vendor Name: Barrett Paving Materials
Vendor Address: 3751 Commerce Dr. Franklin Ohio 45005
Street City State Zip code + 4
Federal ID: 13-3003901
Commodity Code: 91831
Purpose: Award of Contract for 2021 Thoroughfare Resurfacing (10% MBE and 5% WBE Participation Goal)

Contact Person: David Escobar
Public Works/Civil Engineering 937-333-3849
Department/Division Phone number
Originating Department Director's Signature: [Signature]
Date: 5/13/21

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 5/17/2021
CF Prepared by: Janice Williams
Date: 5/17/21
CF/CT Number: CT 21-2987

Finance Department
October 18, 2011
March 15, 2021

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

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

SUBJECT: 2021 Thoroughfare Resurfacing  
(10% MBE, 5% WBE Participation Goal)

The apparent low bidder, Barrett Paving Material Inc., 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 Barrett Paving Material 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:

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>AMOUNT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barrett Paving Material Inc.</td>
<td>$1,023,173.45</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ebony Constructions Co, Inc.</td>
<td>$108,756.55</td>
<td>10.6%  MBE</td>
</tr>
<tr>
<td>Ebony Constructions Co, Inc.</td>
<td>$28,000.00</td>
<td>2.7%  MBE</td>
</tr>
<tr>
<td>Security Fence Group, Inc</td>
<td>$29,810.00</td>
<td>2.9%  WBE</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION    | 10.6%  MBE          |
|                                  | 5.6%  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
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: BARRETT PAVING MATERIALS INC
Address: 3751 COMMERCE DRIVE
City: FRANKLIN State: OH ZIP: 45005
Telephone: (513) 422-4662 Email: BWOHLFORD@BARRETTPAVINGMATERIALS.COM
Primes Base Bid $1,023,173.45
Name of Project: 2021 THOROUGHFARE ASPHALT RESURFACING

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: SECURITY FENCE GROUP, INC
PEP-Certified Firm’s Tax ID:
Scope of Work to Be Performed by Certified Firm: LOOP DETECTORS

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $29,810.00</td>
<td>2.91%</td>
<td>$29,810.00</td>
</tr>
<tr>
<td>Materials $17,000.00</td>
<td>1.66%</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Labor $12,810.00</td>
<td>1.25%</td>
<td>$12,810.00</td>
</tr>
</tbody>
</table>

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.

Bill Wohlford
(Signature of Bidder/Proposer’s Authorized Agent)

BILL WOHLFORD
(Printed Name of Bidder/Proposer’s Authorized Agent)

CHIEF ESTIMATOR 03/04/21
(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.
SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: BARRETT PAVING MATERIALS INC
Address: 3751 COMMERCE DRIVE
City: FRANKLIN State: OH ZIP: 45005
Telephone: (513) 422-4662 Email: BWOHLFORD@BARRETTPAVINGMATERIALS.COM
Primes Base Bid $1,023,734.45
Name of Project: 2021 THOROUGHFARE ASPHALT RESURFACING

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Ebony Construction Co., Inc.
PEP-Certified Firm’s Tax ID#:
Scope of Work to Be Performed by Certified Firm:
Asphalt Milling + Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$28,000.00</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$23,000.00</td>
<td>$23,000.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)
BILL WOHLFORD
(Printed Name of Bidder/Proposer’s Authorized Agent)
CHIEF ESTIMATOR
(Title of Bidder/Proposer’s Authorized Agent)
03/04/21
(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

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: BARRETT PAVING MATERIALS, INC.
Address: 3751 COMMERCE DRIVE
City: FRANKLIN                               State: OH      ZIP: 45005
Telephone: (513) 422-4662                  Email: BWOHLFORD@BARRETTPAVING.COM
Primes Base Bid $ 1,023,173.45
Name of Project: 2021 THOROUGHFARE ASPHALT RESURFACING

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: EMOY CONSTRUCTION CO, INC.
PEP-Certified Firm's Tax ID:
Scope of Work to Be Performed by Certified Firm:
Asphalt Milling & Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$108,756.55</td>
<td>$108,756.55</td>
</tr>
<tr>
<td>Materials</td>
<td>$16,000.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$92,756.55</td>
<td>$92,756.55</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)
BILL WOHLFORD
(Printed Name of Bidder/Proposer's Authorized Agent)
CHIEF ESTIMATOR 03/04/21
(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:

<table>
<thead>
<tr>
<th>% SBE</th>
<th>% MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.63</td>
<td>5.65</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

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

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

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer's standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.

5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Offeror's Authorized Agent)

BILL WOHLFORD
(Printed Name of Bidder/Offeror’s Authorized Agent)

BARRETT PAVING MATERIALS INC.

(CHIEF ESTIMATOR)

03/04/2021

(Date)

(Title of Bidder/Offeror's Authorized Agent)
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

2021 THOROUGHFARE
ASPHALT RESURFACING
(PERMISSIVE TAX FUNDS)
(10% MBE AND 5% WBE PARTICIPATION GOAL)

Bidder
BARRETT PAVING MATERIAL INC.
3751 COMMERCE DRIVE
FRANKLIN, OHIO 45005
ADDENDUM NO. 1
February 23, 2021
2021 THOROUGHFARE ASPHALT RESURFACING
(10% MBE & 5% WBE PARTICIPATION GOAL)
(PERMISSIVE TAX FUNDS)

TO ALL BIDDERS:
This addendum, including all articles and corrections listed below, shall be taken into account in preparing the Bid.

ITEM NO. 1

The attached map is for all streets listed in the subject project including streets listed as alternates.

ITEM NO. 2

The unit price for Alternate No. 3 Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C shall be the additional cost of adding fibers to the asphalt mix in the Base Bid.

February 23, 2021
Joseph Weinie
Chief Engineer, Public Works
Page 1
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>202</td>
<td>Grinding Existing Pavement, (2')</td>
<td>S.Y.</td>
<td>66,500</td>
<td>$2.65</td>
<td>$176,225.00</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non-Tracking Tack Coat</td>
<td>Gal</td>
<td>6,650</td>
<td>$1.00</td>
<td>$6,650.00</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Concrete Surface Course PG70-22M, 12.5MM, Type A (448) (2&quot;)</td>
<td>Tons</td>
<td>7,389</td>
<td>$88.00</td>
<td>$650,232.00</td>
</tr>
<tr>
<td>614</td>
<td>Maintenance of Traffic</td>
<td>S.Y.</td>
<td>66,500</td>
<td>$0.79</td>
<td>$52,535.00</td>
</tr>
<tr>
<td>632</td>
<td>Loop Detector</td>
<td>Each</td>
<td>22</td>
<td>$1,255.00</td>
<td>$27,610.00</td>
</tr>
<tr>
<td>644</td>
<td>Loop Detector Tie-Ins</td>
<td>Each</td>
<td>22</td>
<td>$100.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>644</td>
<td>Centerline (4&quot;- 4&quot;-4&quot;)</td>
<td>FT.</td>
<td>13,456</td>
<td>$1.25</td>
<td>$16,820.00</td>
</tr>
<tr>
<td>644</td>
<td>Centerline (4&quot;)</td>
<td>FT.</td>
<td>1,998</td>
<td>$0.65</td>
<td>$1,298.70</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Line (8&quot;)</td>
<td>FT.</td>
<td>3,916</td>
<td>$2.75</td>
<td>$10,769.00</td>
</tr>
<tr>
<td>644</td>
<td>Channelizing Line (8&quot;)</td>
<td>FT.</td>
<td>4,026</td>
<td>$1.50</td>
<td>$6,039.00</td>
</tr>
<tr>
<td>644</td>
<td>Stop Line (24&quot;)</td>
<td>FT.</td>
<td>996</td>
<td>$5.25</td>
<td>$5,229.00</td>
</tr>
<tr>
<td>644</td>
<td>Edge Line (4&quot;)</td>
<td>FT.</td>
<td>13,127</td>
<td>$0.65</td>
<td>$8,532.55</td>
</tr>
<tr>
<td>644</td>
<td>Lane Arrows (white)</td>
<td>Each</td>
<td>2</td>
<td>$87.25</td>
<td>$174.50</td>
</tr>
<tr>
<td>644</td>
<td>Dotted Line (8&quot;)</td>
<td>FT.</td>
<td>243</td>
<td>$2.00</td>
<td>$486.00</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Piano Key (12&quot;)</td>
<td>FT.</td>
<td>620</td>
<td>$3.50</td>
<td>$2,170.00</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Edge Line (4&quot;)</td>
<td>LF</td>
<td>130</td>
<td>$4.50</td>
<td>$585.00</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Channel Line (8&quot;)</td>
<td>LF</td>
<td>93</td>
<td>$9.60</td>
<td>$892.80</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Dotted Line, (8&quot;)</td>
<td>LF</td>
<td>103</td>
<td>$4.80</td>
<td>$494.40</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Stop Line (24&quot;)</td>
<td>LF</td>
<td>30</td>
<td>$19.75</td>
<td>$592.50</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Crosswalk Line (6&quot;)</td>
<td>LF</td>
<td>92</td>
<td>$6.50</td>
<td>$598.00</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Shared Lane Marking (6’)</td>
<td>Each</td>
<td>12</td>
<td>$345.00</td>
<td>$4,140.00</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Bike Lane Arrow with Bike Lane Symbol Marking, 6’</td>
<td>Each</td>
<td>24</td>
<td>$425.00</td>
<td>$10,200.00</td>
</tr>
<tr>
<td>836</td>
<td>Manhole Adjusted</td>
<td>Each</td>
<td>20</td>
<td>$215.00</td>
<td>$4,300.00</td>
</tr>
<tr>
<td>836</td>
<td>Major Manhole Adjustment</td>
<td>Each</td>
<td>20</td>
<td>$600.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>846</td>
<td>Water Valve Box Adjusted</td>
<td>Each</td>
<td>112</td>
<td>$200.00</td>
<td>$22,400.00</td>
</tr>
</tbody>
</table>

**Alternate No. 1**

SPL Contingency Allowance ($100,000) Lump 1 $100,000.00

**Alternate No. 2**

SPL Asphalt Rejuvenating Agent S.Y. 66,500 $1.00 $66,500.00

**Alternate No. 3**

ODOT 826 Asphalt Concrete Surface Course, 442 12.5mm, Type A (448), Fiber Type C Tons 7,389 $14.75 $108,987.75

**Base Bid Total:** $1,023,173.45
DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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.

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES  NO ✓

(2) Been the subject of:

(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or

(ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES  NO ✓

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES ☐ NO ☑

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES ☐ NO ☑

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES ☐ NO ☑

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES ☐ NO ☑

If your response is “YES” please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

BARRETT PAVING MATERIALS INC.

STATE OF DELAWARE

BILL WOHLFORD - CHIEF ESTIMATOR

DANIELLE ERMIS - ESTIMATOR / PROJ. ADMN

3 BECKER FARM ROAD ROSELAND, NJ 07068
3751 COMMERCE DRIVE FRANKLIN, OHIO 45005

Telephone (513) 422-4662 Fax (513) 422-3336

E-mail BWOHLFORD@BARRETTPAVING.COM

Federal I.D.# 13-3003901

Dated this 4th day of March, 2021

Bidder: [Signature]

(Person, Firm, or Corporation)

By: BILL WOHLFORD DANIELLE ERMIS

Title: CHIEF ESTIMATOR ESTIMATOR / PROJ. ADMN.
BID BOND

Amount $_______ 10% of Total Bid, including alternates

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

of _____ Ten Percent of Amount 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,

Barrett Paving Materials, 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 4th day of _______ March __________, 2021.

Barrett Paving Materials, Inc.
3751 Commerce Drive, Middletown, OH 45005

[Signature]
Bidder

Liberty Mutual Insurance Company
8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236

[Signature]
Surety

Willis Towers Watson Midwest, Inc.

[Signature]
Name of Insurance Agency

775 Yard Street, Suite 200, Columbus, Ohio 43212

[Signature]
Address of Insurance Agency

Telephone 614-457-7000  FAX 614-326-7899

2021 Thoroughfare Asphalt Resurfacing
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-332-3240 between 9:30 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Paula M. Eby of the city of Columbus, state of OH, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Barrett Paving Materials, Inc.
Obligee Name: City of Dayton
Surety Bond Number: Bid Bond
Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto the 12th day of December, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notary Public

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV — OFFICERS — Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII — Execution of Contracts — Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation — The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization — By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of March 2021.

By: Renee C. Llewellyn, Assistant Secretary
<table>
<thead>
<tr>
<th>Assets</th>
<th>Liabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Bank Deposits</td>
<td>Unearned Premiums</td>
</tr>
<tr>
<td>*Bonds — U.S Government</td>
<td>2,780,808,610</td>
</tr>
<tr>
<td>*Other Bonds</td>
<td>Reserve for Claims and Claims Expense</td>
</tr>
<tr>
<td>*Stocks</td>
<td>12,645,608,792</td>
</tr>
<tr>
<td>Real Estate</td>
<td>Reserve for Dividends to Policyholders</td>
</tr>
<tr>
<td>Agents' Balances or Uncollected Premiums</td>
<td>16,385,435,431</td>
</tr>
<tr>
<td>Accrued Interest and Rents</td>
<td>Additional Statutory Reserve</td>
</tr>
<tr>
<td>Other Admitted Assets</td>
<td>Reserve for Commissions, Taxes and</td>
</tr>
<tr>
<td></td>
<td>Other Liabilities</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>Total Admitted Assets</td>
<td>$51,103,579,523</td>
</tr>
</tbody>
</table>

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

Assistant Secretary
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

LIBERTY MUTUAL INSURANCE COMPANY

of Massachusetts 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
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

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $51,103,579,523, liabilities in the amount of $34,292,195,090, and surplus of at least $16,811,384,434.

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
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, ___________________________ hereby certify that

BILL WOHLFORD
(print name – an Officer of the company)

BARRETT PAVING MATERIALS INC.
(company)

meets the following Contractor requirements relating to this City of Dayton construction project

Check All That Apply:

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

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

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

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

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

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

By: ___________________________

(signature)

Title: CHIEF ESTIMATOR

Date: MARCH 4, 2021
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

LABORERS

OPERATORS

TEAMSTERS

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

N/A

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

SECURITY FENCE

EIBONY CONSTRUCTION

AERO-MARK

PAVEMENT TECHNOLOGY
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.

WC Jones

Ebrown Construction

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

[Blank lines]
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 WARREN, ss:

BILL WOHLFORD being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
   BARRETT PAVING MATERIALS 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 DELAWARE.
   □ Labor organization.

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

   By: __________________________

   Title: CHIEF ESTIMATOR
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OHIO  )
COUNTY OF WARREN )

BILL WOHLFORD
__________________________________________, being first duly sworn deposes and
states that:

(1) He/she is ___________________________ of
    (owner, partner, officer, representative, or agent)
    BARRETT PAVING MATERIALS INC.
    (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
BILL WOHLFORD - CHIEF ESTIMATOR
TITLE
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: 2021 THOROUGHFARE ASPHALT RESURFACING  DAYTON, OHIO

NAME

LOCATION

During the performance of this contract:

BARRETT PAVING MATERIALS INC.  3751 COMMERCE DR. FRANKLIN, OH  513-422-4662 / 422-3336

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:

<table>
<thead>
<tr>
<th>Goals of Minority Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goals of Female Worker Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 4/1/80 to Present</td>
</tr>
</tbody>
</table>
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

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

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

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

   d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR’S CERTIFICATION

BARRETT PAVING MATERIALS INC (Contractor) certifies that:

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

LABORERS

OPERATORS

TEAMSTERS

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

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

SIGN: ________________________________

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
PEP-CERTIFIED WBE (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: BARRETT PAVING MATERIALS INC
Address: 3751 COMMERCE DRIVE
City: FRANKLIN State: OH ZIP: 45005
Telephone: (513) 422-4662 Email: BWOHLFORD@BARRETTPAVINGMATERIALS.COM
Primes Base Bid $ 1,023,173.45
Name of Project: 2021 THOROUGHFARE ASPHALT RESURFACING

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: SECURITY FENCE GROUP INC
PEP-Certified Firm’s Tax ID:
Scope of Work to Be Performed by Certified Firm: LOOP DETECTORS

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid $ 29,810.00</td>
<td>% 2.91</td>
<td>$ 29,810.00</td>
</tr>
<tr>
<td>Materials $ 17,000.00</td>
<td>% 1.66</td>
<td>$ 17,000.00</td>
</tr>
<tr>
<td>Labor $ 12,810.00</td>
<td>% 1.25</td>
<td>$ 12,810.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)

BILL WOHLFORD
(Printed Name of Bidder/Proposer’s Authorized Agent)

CHIEF ESTIMATOR 03/04/21
(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 WBE

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: BARRETTPAVING MATERIALS INC

Address: 3751 COMMERCE DRIVE

City: FRANKLIN State: OH ZIP: 45005

Telephone: (513) 422-4662 Email: BWOHLFORD@BARRETTPAVING MATERIALS.COM

Primes Base Bid $1,023,734.45

Name of Project: 2021 THOROUGHFARE ASPHALT RESURFACING

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: EBY CONSTRUCTION CO, INC.

PEP-Certified Firm’s Tax ID#: ________________________________

Scope of Work to Be Performed by Certified Firm: Asphalt Milling & Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$28,000.00</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$23,000.00</td>
<td>$23,000.00</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer’s Authorized Agent)

BILL WOHLFORD

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

CHIEF ESTIMATOR 03/04/21

(Printed Name 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: BARRETT PAVING MATERIALS, INC.

Address: 3751 COMMERCE DRIVE

City: FRANKLIN                      State: OH ZIP: 45005

Telephone: (513) 422-4662          Email: BWOHLFORD@BARRETTPAVING.COM

Primes Base Bid $1,023,173.45

Name of Project: 2021 THOROUGHFARE ASPHALT RESURFACING

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Ebony Construction Co., Inc.

PEP-Certified Firm's Tax ID:

Scope of Work to Be Performed by Certified Firm: Asphalt Milling & Paving

<table>
<thead>
<tr>
<th>Total Dollar Amount Towards Goal</th>
<th>Percentage Towards Goal</th>
<th>Amount to Be Paid to This PEP Firm for the Work Described:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$108,756.55</td>
<td>$108,756.55</td>
</tr>
<tr>
<td>Materials</td>
<td>$16,000.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$92,756.55</td>
<td>$92,756.55</td>
</tr>
</tbody>
</table>

SECTION 3: AFFIRMATIONS

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

(Signature of Bidder/Proposer's Authorized Agent)

BILL WOHLFORD

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

CHIEF ESTIMATOR 03/04/21

(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:

<table>
<thead>
<tr>
<th>% SBE</th>
<th>% MBE</th>
<th>% WBE</th>
<th>% DLSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.63</td>
<td>5.65</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

☐ SBE  ☐ MBE  ☐ WBE  ☐ DLSB

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

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

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.

2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

3. Negotiated in good faith with PEP-Certified Firms, and considered the firms’ prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer’s standing within its industry; membership in specific groups, organizations, or associations; and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes to reject or not solicit bids from particular PEP-Certified Firms.

4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project’s plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.

5. Sought the Dayton MBAC’s assistance or used the services of community organizations; contractors’ groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

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

(Signature of Bidder/Offeror’s Authorized Agent)

BILL WOHLFORD
(Printed Name of Bidder/Offeror’s Authorized Agent)

BARRETT PAVING MATERIALS INC.

(Name of Bidder/Proposer’s Firm)

CHIEF ESTIMATOR

(Title of Bidder/Offeror’s Authorized Agent)

03/04/2021

(Date)
City Manager’s Report

From 6450 - PW/Civil Engineering

Date May 26, 2021

Expense Type Award of Contract

Total Amount $ 223,855.00 Thru 9/10/23

Supplier, Vendor, Company, Individual

Name Double Jay Construction, Inc.

Address 25 Harrisburg Drive
Englewood, Ohio 45322

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wright Dunbar Bikeway</td>
<td>41760-6450-1424-54</td>
<td>$ 223,855.00</td>
</tr>
</tbody>
</table>

Includes Revenue to the City ☑ No

Affirmative Action Program ☑ Yes ☑ No N/A

Description

WRIGHT DUNBAR CYCLE TRACK
(5% DBE PARTICIPATION GOAL / 8.7% DBE PARTICIPATION ACHIEVED)
(FEDERAL CONSTRUCTION FUNDS)

The Department of Public Works requests approval to award a contract with Double Jay Construction, Inc. The project will construct a protected cycle track along West Third Street from the Wright Dunbar Link Station to Horace Street, and then a shared use path from Horace Street to Bank Street.

Three bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, Double Jay Construction, Inc., in the amount of $223,855.00. This amount includes the base bid in the amount of $182,380.00, and Alternate No. 1, Additional Curb and Sidewalk Work, in the amount of $41,475.00. The estimated cost for the project was $260,000.00. Project completion is September 10, 2021.

This project is being funded using General Capital Funds, which will be reimbursed by the Federal Transportation Alternative Program, approved by the City Commission Resolution No. 6149-15 on November 18, 2015.

A Certificate of Funds, Tabulation of Bids, Ohio Department of Transportation’s verification letter, Bid Form from the firm recommended for award, and map are attached.

Signatures/Approval

Approved by City Commission

Clerk

Date Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>Renewal Contract</th>
<th>Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Start Date</td>
<td>Upon Execution</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expiration Date</td>
<td>09/10/23</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original Commission Approval</td>
<td>$223,855.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial Encumbrance</td>
<td>$223,855.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Original CT/CF</td>
<td>Increase Encumbrance</td>
<td>Decrease Encumbrance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Required Documentation:
- Initial City Manager’s Report
- Initial Certificate of Funds
- Initial Agreement/Contract
- Copy of City Manager’s Report
- Copy of Original Certificate of Funds

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$223,855.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
<td>41760 - 6450 - 1424 - 54 - Act - Loc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code:</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALs

Vendor Name: Double Jay Construction, Inc. 937.832.3123
Vendor Address: 25 Harrisburg Drive Englewood Ohio 45322 Street City State Zip code + 4
Federal ID: 34-1184875
Commodity Code: 91831
Purpose: Award of Contract for Wright Dunbar Cycle Track (5% DBE Participation Goal) (Federal Construction Funds)

Contact Person: David Escobar

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: 

CF Prepared by: 

October 18, 2011
**Dayton, Ohio**  
Department of Public Works

Bid Tabulation For: **Wright Dunbar Cycle Track**  
(5% DBE Participation Goal) (Federal Construction Funds)

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Cost Estimate:</th>
<th>Estimated Time Of Completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 29, 2021</td>
<td>$260,000.00</td>
<td>September 10, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount Of Base Bid</th>
<th>Adjustment For Work Days</th>
<th>Adjustment For Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Double Jay Construction, Inc.</em></td>
<td>$182,380.00</td>
<td>-0-</td>
<td>$182,380.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>September 10, 2021</td>
<td></td>
</tr>
<tr>
<td>L.J. DeWeese Co., Inc.</td>
<td>$244,799.00</td>
<td>-0-</td>
<td>$244,799.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>September 10, 2021</td>
<td></td>
</tr>
<tr>
<td>Belgray, Inc.</td>
<td>$314,332.00</td>
<td>-0-</td>
<td>$314,332.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>September 10, 2021</td>
<td></td>
</tr>
</tbody>
</table>

*Awarded  
Revised 9/14/98*
The DBE Plan for the subject project is acceptable as follows:

The firm **Double Jay Construction** as the Prime Contract in the Bid Amount of $223,855.00 x 5% = $11,192.75

**W.C. Jones Asphalt Paving Company LLC** will be **Performing** the following work **Grinding Existing Pavement (238910), Non Tracking Tack Coat, and Asphalt Surface Course (238990)** in the amount of $19,503.50.

Please remember that the DBE Goal is a percentage of the overall contract. If the project increases or decreases the dollar amount of the DBE Goal may change accordingly. Please let the district CCO and myself know if you should have any changes to the DBE Plan for the subject project.

As far as DBE goal is concerned you may now proceed with contract signing. Within 30 days of the prime contract execution (or before the date the DBE sub needs to start work – whichever comes first) the prime needs to have executed sub agreements/purchase orders for all DBEs submitted to the District CCO- (included in this email) for review and acceptance.

Thank you,

**Jason E. Sneed**  
**Goal Attainment Coordinator**  
ODOT Division of Opportunity, Diversity & Inclusion  
1980 W. Broad Street, MS: 3270, Columbus, Ohio 43223  
Mobile: 614-309-2180  
transportation.ohio.gov

---

**EXCELLENCE IN GOVERNMENT**
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Wright Dunbar Cycle Track
(5% DEB Participation Goal)
Federal Construction Funds

Bidder
Double Jay Construction, Inc
25 Harrisburg Dr.
Englewood Oh 45322
Ph/Fax (937)-832-3123/832-2596
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Tree Removed 6&quot; to 18&quot;</td>
<td>EACH</td>
<td>1</td>
<td>$845.00</td>
<td>$845.00</td>
</tr>
<tr>
<td>202</td>
<td>Grinding Existing Pavement</td>
<td>S.Y.</td>
<td>852</td>
<td>$12.10</td>
<td>$10,309.20</td>
</tr>
<tr>
<td>202</td>
<td>Pavement Removed</td>
<td>S.Y.</td>
<td>279</td>
<td>$9.35</td>
<td>$2,608.65</td>
</tr>
<tr>
<td>202</td>
<td>Bumper Block Removed</td>
<td>EACH</td>
<td>2</td>
<td>$84.00</td>
<td>$168.00</td>
</tr>
<tr>
<td>202</td>
<td>Sidewalk Removed</td>
<td>S.F.</td>
<td>1,709</td>
<td>$1.35</td>
<td>$2,307.15</td>
</tr>
<tr>
<td>202</td>
<td>Driveway Removed</td>
<td>S.F.</td>
<td>460</td>
<td>$2.10</td>
<td>$966.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>34</td>
<td>$12.10</td>
<td>$411.40</td>
</tr>
<tr>
<td>202</td>
<td>Pole Foundation Removed</td>
<td>EACH</td>
<td>1</td>
<td>$324.00</td>
<td>$324.00</td>
</tr>
<tr>
<td>203</td>
<td>Excavation</td>
<td>C.Y.</td>
<td>116</td>
<td>$24.00</td>
<td>$2,784.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>66</td>
<td>$68.60</td>
<td>$4,527.60</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non Tracking Tack Coat</td>
<td>GAL</td>
<td>86</td>
<td>$9.90</td>
<td>$851.40</td>
</tr>
<tr>
<td>ODOT 441</td>
<td>Asphalt Surface Course</td>
<td>TONS</td>
<td>95</td>
<td>$108.40</td>
<td>$10,298.00</td>
</tr>
<tr>
<td>608</td>
<td>Concrete Walk</td>
<td>S.F.</td>
<td>3,485</td>
<td>$5.15</td>
<td>$17,947.75</td>
</tr>
<tr>
<td>608</td>
<td>Concrete Curb Ramp</td>
<td>S.F.</td>
<td>849</td>
<td>$12.10</td>
<td>$10,272.90</td>
</tr>
<tr>
<td>609</td>
<td>Concrete Barrier Curb</td>
<td>L.F.</td>
<td>87</td>
<td>$39.05</td>
<td>$3,397.35</td>
</tr>
<tr>
<td>612</td>
<td>Concrete Traffic Island</td>
<td>S.Y.</td>
<td>55</td>
<td>$122.10</td>
<td>$6,715.50</td>
</tr>
<tr>
<td>614</td>
<td>Maintaining Traffic</td>
<td>LUMP</td>
<td>1</td>
<td>$12,256.00</td>
<td>$12,256.00</td>
</tr>
<tr>
<td>623</td>
<td>Construction Layout Staking</td>
<td>LUMP</td>
<td>1</td>
<td>$4,840.00</td>
<td>$4,840.00</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Bicycle Lane Symbol Marking with Green</td>
<td>Each</td>
<td>18</td>
<td>$358.00</td>
<td>$6,444.00</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Bicycle Lane Arrow</td>
<td>Each</td>
<td>18</td>
<td>$218.00</td>
<td>$3,924.00</td>
</tr>
<tr>
<td>ODOT 647</td>
<td>Pavement Marking Misc.: Green</td>
<td>L.F.</td>
<td>389</td>
<td>$30.90</td>
<td>$12,020.10</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished and Placed</td>
<td>C.Y.</td>
<td>50</td>
<td>$50.95</td>
<td>$2,547.50</td>
</tr>
<tr>
<td>659</td>
<td>Seeding and Mulching</td>
<td>S.Y.</td>
<td>434</td>
<td>$2.95</td>
<td>$1,280.30</td>
</tr>
<tr>
<td>ODOT 832</td>
<td>Storm Water Pollution Prevention Plan</td>
<td>LUMP</td>
<td>1</td>
<td>$3,338.00</td>
<td>$3,338.00</td>
</tr>
<tr>
<td>836</td>
<td>Catch Basin Adjusted</td>
<td>EACH</td>
<td>1</td>
<td>$434.00</td>
<td>$434.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Colored Concrete Walk</td>
<td>SF</td>
<td>226</td>
<td>$9.95</td>
<td>$2,248.70</td>
</tr>
<tr>
<td>SPL</td>
<td>Monitoring Well Adjusted</td>
<td>EACH</td>
<td>3</td>
<td>$350.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Bench Removed and Relocated</td>
<td>EACH</td>
<td>1</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Trash Can Removed and Relocated</td>
<td>EACH</td>
<td>1</td>
<td>$186.00</td>
<td>$186.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Lane Delineators</td>
<td>EACH</td>
<td>29</td>
<td>$82.50</td>
<td>$2,392.50</td>
</tr>
<tr>
<td>SPL</td>
<td>Work Involving Petroleum Contaminated Soil</td>
<td>TONS</td>
<td>1</td>
<td>$273.00</td>
<td>$273.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Regulated Underground Storage Tank Removal</td>
<td>EACH</td>
<td>6</td>
<td>$3,980.00</td>
<td>$23,880.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Remove and Reinstall Existing Plaque</td>
<td>EACH</td>
<td>1</td>
<td>$307.00</td>
<td>$307.00</td>
</tr>
</tbody>
</table>

**Fixed Price Item**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>ODOT 832</td>
<td>Temporary Soil Erosion Control Allowance</td>
<td>EACH</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>SPL</td>
<td>Contingency</td>
<td>LUMP</td>
<td>1</td>
<td>$26,000.00</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>Item Code</td>
<td>Item Description</td>
<td>UoM</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Extension</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------------</td>
<td>------</td>
<td>----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$41,475.00</td>
</tr>
<tr>
<td>202</td>
<td>Sidewalk Removed</td>
<td>S.F.</td>
<td>1,000</td>
<td>$1.35</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>202</td>
<td>Curb Removed</td>
<td>L.F.</td>
<td>750</td>
<td>$7.50</td>
<td>$5,625.00</td>
</tr>
<tr>
<td>608</td>
<td>Concrete Walk</td>
<td>S.F.</td>
<td>1,000</td>
<td>$5.25</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>609</td>
<td>Concrete Barrier Curb</td>
<td>L.F.</td>
<td>750</td>
<td>$39.00</td>
<td>$29,250.00</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$137,519.00</td>
</tr>
<tr>
<td>202</td>
<td>Grinding Existing Pavement</td>
<td>S.Y.</td>
<td>7,556</td>
<td>$2.80</td>
<td>$21,156.80</td>
</tr>
<tr>
<td>ODOT 407</td>
<td>Non Tracking Tack Coat</td>
<td>GAL</td>
<td>756</td>
<td>$7.35</td>
<td>$5,556.60</td>
</tr>
<tr>
<td>ODOT 442</td>
<td>Asphalt Surface Course</td>
<td>TONS</td>
<td>840</td>
<td>$117.20</td>
<td>$98,448.00</td>
</tr>
<tr>
<td>644</td>
<td>Center Line</td>
<td>L.F.</td>
<td>2,250</td>
<td>$1.70</td>
<td>$3,825.00</td>
</tr>
<tr>
<td>644</td>
<td>Lane Line</td>
<td>L.F.</td>
<td>1,275</td>
<td>$1.12</td>
<td>$1,428.00</td>
</tr>
<tr>
<td>644</td>
<td>Channel Line (8&quot;), White</td>
<td>L.F.</td>
<td>400</td>
<td>$1.50</td>
<td>$600.00</td>
</tr>
<tr>
<td>644</td>
<td>Crosswalk Line (8&quot;), White</td>
<td>L.F.</td>
<td>610</td>
<td>$4.65</td>
<td>$2,836.50</td>
</tr>
<tr>
<td>644</td>
<td>Stop Line (24&quot;), White</td>
<td>L.F.</td>
<td>190</td>
<td>$9.25</td>
<td>$1,757.50</td>
</tr>
<tr>
<td>644</td>
<td>Lane Reduction Arrow</td>
<td>EACH</td>
<td>1</td>
<td>$195.00</td>
<td>$195.00</td>
</tr>
<tr>
<td>644</td>
<td>Edge Line (4&quot;), White</td>
<td>L.F.</td>
<td>200</td>
<td>$1.20</td>
<td>$240.00</td>
</tr>
<tr>
<td>644</td>
<td>Transverse Marking (24&quot;), White</td>
<td>L.F.</td>
<td>40</td>
<td>$6.09</td>
<td>$243.60</td>
</tr>
<tr>
<td>644</td>
<td>Lane Arrow</td>
<td>EACH</td>
<td>14</td>
<td>$88.00</td>
<td>$1,232.00</td>
</tr>
</tbody>
</table>

**Base Bid Total:** $182,380.00
Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MICHAEI W. GRUBER, ROSEMARY DAMRON, LORI M. ORTIZ, JOINTLY OR SEVERALLY

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

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

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

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

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

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seals shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 4, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D. 2014.

W R E S T E F I L D I N S U R A N C E C O M P A N Y
W E S T F I E L D N A T I O N A L I N S U R A N C E C O M P A N Y
O H I O F A R M E R S I N S U R A N C E C O M P A N Y

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 21st day of MARCH A.D. 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal
Affixed

State of Ohio
County of Medina ss:

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of

Frank A. Carrino, Secretary

BPOAC2 (combined) (08-02)
Financial Statement

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

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET
12/31/20
(in thousands)

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash, cash equivalents, and short term investments</td>
<td>23,041</td>
</tr>
<tr>
<td>Bonds</td>
<td>429,635</td>
</tr>
<tr>
<td>Stocks</td>
<td>130,912</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>2,333,949</td>
</tr>
<tr>
<td>Real estate</td>
<td>179,311</td>
</tr>
<tr>
<td>Premiums receivable</td>
<td>114,652</td>
</tr>
<tr>
<td>Other assets</td>
<td>162,574</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>3,374,074</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for unearned premiums</td>
<td>168,415</td>
</tr>
<tr>
<td>Reserve for unpaid losses and loss expenses</td>
<td>327,709</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>169,493</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>665,617</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surplus</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus to policyholders</td>
<td>2,708,457</td>
</tr>
<tr>
<td><strong>Total surplus</strong></td>
<td>2,708,457</td>
</tr>
<tr>
<td><strong>Total liabilities and surplus</strong></td>
<td>3,374,074</td>
</tr>
</tbody>
</table>

State of Ohio

ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio; 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, 2020.

Attest:  

Frank A. Carrino  
Group Legal Leader, Secretary

Sworn to before me this 10th day of February A.D. 2021.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

Gary W. Stumper  
National Surety Leader  
Senior Executive

David A. Kotnik  
Attorney at Law  
Notary Public – State of Ohio
Bond Number: SOH21318776
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: 4/29/2021
Estimated Contract Price: $300,000.
Time For Completion: 9/10/2021
Liquidated Damages: 
Estimated Work On Hand:
Amount of Bid Security: Ten Percent Of Total Bid (10%)---
Contract # or IFB #: 7717680
Description of Job: Wright Dunbar Cycle Track, Dayton, Ohio
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
Approved & Executed By:
Nicholas J. Bertke
Nicholas J. Bertke (Signed: 27-Apr-2021 11:47 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.
Bidder is
An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Ron Blair, President
Randy Blair, VP
Lee Overturf, Assist VP
Kelly Long, Assist 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 28 day of April, 2021

Bidder:  Ron Blair

By:  Double Jay Construction, Inc.
Title:  Ron Blair, President

Digitally signed by Ron Blair
Date: 2021.04.27 10:56:28 -04'00'
6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he has [ ] participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he [ ] filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must select the appropriate “has or has not” above.**
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

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

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

Check All That Apply:

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

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

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

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

By: ________________________________
(signature)

Title: ________________________________

Date: 04/29/2021
CITY OF DAYTON, OHIO  
Department of Public Works  

Responsible Contractor Bidding Requirements  
(Form 2 of 2)

A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

<table>
<thead>
<tr>
<th>Health Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Life Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>WC Jones Asphalt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bumbaugh Engineering + Surveying</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A+P Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td>------------</td>
</tr>
</tbody>
</table>

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
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: 2021.04.27 11:05:36 -04'00'

Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE SUBMITTED WITH THE BID

STATE OF _______ )
COUNTY OF _______ )

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: 2021.04.27 11:06:54 -04'00'
SIGNED
President
TITLE
Contractor Qualifications

Project: Wright Dunbar Cycle Track

Contractor: Double Jay Construction, Inc.

Contractor is prequalified with Ohio Department of Transportation to perform work? Yes ☑ No ☐

Prime contractor will perform 45 percent of base bid. Prime contractor is required to perform no less than 30 percent of the total contract price.

Date: 04/29/2021
AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Wright Dunbar Cycle Track Dayton

NAME

LOCATION

During the performance of this contract:

Double Jay Construction, Inc 25 Harrisburg Dr. Englewood Oh 45322
CONTRACTOR ADDRESS

(937)832-3123/832-2596 TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

Goals of Minority Worker
Utilization Expressed in Percentage Terms

From 1/1/2000 to Present 11.5%

Goals of Female Worker
Utilization Expressed in Percentage Terms

From 4/1/80 to Present 6.9%
The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

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

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

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

d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.
e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.
Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid, unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Double Jay Construction, Inc (Contractor) certifies that:

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

   - Laborer
   - Operator
   - Truck Driver
   - Concrete Finisher

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

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

   SIGN: Ron Blair

   Digitally signed by Ron Blair
   Date: 2021.04.27 11:18:14 -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
Thank you for your submitting your LPA DBE Utilization Plan.

Form Submission Version: Original

Contractor: DOUBLE JAY CONSTRUCTION INC 070415002

Phone: (937) 832-3123

Email: lee@doublejayinc.com

PID: 103177

DBE Percentage Met: 10.69%

DBE Vendor Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Used As</th>
</tr>
</thead>
<tbody>
<tr>
<td>W. C. Jones Asphalt Paving Company</td>
<td>Subcontractor</td>
</tr>
<tr>
<td>Firm (#1)</td>
<td></td>
</tr>
<tr>
<td>Firm (#2)</td>
<td></td>
</tr>
<tr>
<td>Firm (#3)</td>
<td></td>
</tr>
<tr>
<td>Firm (#4)</td>
<td></td>
</tr>
<tr>
<td>Firm (#5)</td>
<td></td>
</tr>
<tr>
<td>Firm (#6)</td>
<td></td>
</tr>
<tr>
<td>Firm (#7)</td>
<td></td>
</tr>
<tr>
<td>Firm (#8)</td>
<td></td>
</tr>
<tr>
<td>Firm (#9)</td>
<td></td>
</tr>
<tr>
<td>Firm (#10)</td>
<td></td>
</tr>
</tbody>
</table>
LPA DBE Utilization Plan

NOTE: Please use your MOUSE or TAB key to advance to the next field. Hitting the ENTER key will move you to the next page. If not finished, please use the PREVIOUS button to navigate back to the Vendor Information Page.

Contractor and Project Information

Form Submission Version*  
- Original  ○ Updated

Contractor*  
DOUBLE JAY CONSTRUCTION INC 070415002

DBE Prime  
□ Yes  
Check if Prime Contractor is DBE certified

Phone  
(937) 832-3123

Email*  
leot@doublejayinc.com

103177  
Project ID (PID)*  
Total Project Bid*  
$ 182388.00

GFEs Only  
□ Yes

Check if Prime Contractor was unsuccessful in finding any DBEs for its Utilization Plan

DBE Vendor Information

Firm (#1)*  
W. C. Jones Asphalt Paving  
Firm (#1) Used As:*  
Subcontractor  
Bid Quote*  
$ 1950.50

Firm (#2)  
Firm (#2) Used As:  
Bid Quote (#2)  
$  

Firm (#3)  
Firm (#3) Used As:  
Bid Quote (#3)  
$  

Firm (#4)  
Firm (#4) Used As:  
Bid Quote (#4)  
$  

Firm (#5)  
Firm (#5) Used As  
Bid Quote (#5)  

<table>
<thead>
<tr>
<th>Firm (#6)</th>
<th>Firm (#6) Used As</th>
<th>Bid Quote (#6)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm (#7)</td>
<td>Firm (#7) Used As</td>
<td>Bid Quote (#7)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm (#8)</td>
<td>Firm (#8) Used As</td>
<td>Bid Quote (#8)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm (#9)</td>
<td>Firm (#9) Used As</td>
<td>Bid Quote (#9)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm (#10)</td>
<td>Firm (#10) Used As</td>
<td>Bid Quote (#10)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Project Bid Amounts**

<table>
<thead>
<tr>
<th>DBE Commitment Total</th>
<th>$1900.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE Percentage Met</td>
<td>10.69 %</td>
</tr>
</tbody>
</table>
Confirmation Page

Please confirm that you are ready to submit this LPA DBE Utilization Plan.

PID: 103177
Total Project Bid Amount: $182,380.00
DBE Commitment Total: $195,031.50
DBE Percentage Met: 10.69%

Select the Submit DBE Bid Form button to proceed or the Previous Button to continue editing the document.

Previous Submit DBE Bid Form

The Ohio Department of Transportation
1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov

Thank You
The form was submitted successfully.

The Ohio Department of Transportation
1980 West Broad Street, Columbus Ohio 43223
Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov
Wright Dunbar Bikeway
City Manager’s Report

From 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual
Name CareSource
Address 217 N. Patterson Blvd.
Dayton, Ohio 45402

Date May 26, 2021
Expense Type Other, (See Description Below)
Total Amount $200.00 (Paid to City)

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-6450-27118-54 $200.00

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

Description

SPECIAL USE PERMIT TO INSTALL FENCING

The Department of Public Works requests permission for CareSource, being the owner, to install outdoor patio fencing into the right-of-way at Gulzars located at 217 N. Patterson Blvd.

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.

Copy: Public Works/Business Office

Signatures/Approval

Approved by City Commission

Division
Department
City Manager

FORM NO. MS-16

Updated 06/2016
APPLICATION
For License or Privilege in Public Way of the City of Dayton, Ohio

MAIL PERMIT TO:
NAME: Lucas Alyea
ADDRESS: 5233 Navarre Drive
Miami, Ohio 45342
PHONE NO.: 937-405-9248

The undersigned CareSource being the owner and Gulzar lessee of the following described premises, to wit: Being all or part of Lot No. on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon N. Patterson Blvd and are known as No. 217 ) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to wit:

To install outdoor patio fencing

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $ 200.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of any officer or agents of the Director of Public Works of said City. that the public way will safeguard the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and that all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use of the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.39 to 95.49, inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereeto this 23rd day of February .

Witnessed in our presence:

Tim Smiley
Harkinder Singh

Checked as to location and ownership:

Recommended for approval:

Approved as to form:

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

PERMIT
Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

Director of Public Works
March 24, 2021

TO: Fred Stovall, Director
    Department of Public Works

FROM: Michael Powell, Director
      Department of Water

SUBJECT: Special Privilege Permit No. 940626 – 217 N. Patterson Blvd.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- We have no objection to the installation of outdoor patio fencing at Gulzars located at 217 N. Patterson Blvd.

If you have any questions, please contact Ben Botkin at 333-2058.
April 8, 2021

TO: Fred Stovall, Director
    Department of Public Works

FROM: Tony Kroeger, Planning Division Manager
      Department of Planning and Community Development

SUBJECT: Special Privilege Permit 940626 – 217 N. Patterson Blvd

The Department of Planning and Community Development has reviewed the above referenced permit application and offers the following comments:

- Planning Staff has no objections to the proposed special privilege application, provided that Public Works finds that there will be sufficient pedestrian space after installation.

If you have questions, please contact me at ext. 3673.
April 11, 2021

TO:    Fred Stovall, Director  
       Public Works Department

FROM:  Carl Daugherty, Zoning Administrator  
       Dept. of Economic Development

SUBJECT:  Special Privilege Permit No. 940626  
           217 Patterson Blvd., Dayton, Ohio

With regard to the above requested special privilege permit, the Div. of Zoning Administration harbors no concerns for the permit’s issuance, subject to the retention of sufficient pedestrian passage area (5 feet).

Thanks.

cc: Files
AN ORDINANCE

Authorizing the Sale of Real Estate Known as Deeds Point, for a Public Purpose, and Declaring an Emergency.

WHEREAS, On October 10, 2018, the Commission of the City of Dayton concurred in the adoption of the Dayton Riverfront Plan (the “Plan”), supporting the conceptual vision for the river corridors and recognizing the Plan as a visioning document to guide development along the river corridors; and,

WHEREAS, The Connor Group has created a 501(c)(3) entity known as GDS Property Holdings, LLC and seeks to purchase the real estate known as Deeds Point (the “Property”), which area is more particularly described in Exhibit A attached hereto; and,

WHEREAS, The disposition of the Property has been recommended by the Director of Planning and Community Development, the officer of the City of Dayton having the supervision and management of such land; and,

WHEREAS, The City Commission finds this sale to be consistent with the vision of the Dayton Riverfront Plan and in the public interest in order to foster job creation and improve the quality of life within the City of Dayton; and,

WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to complete the transfer in a timely manner and for the immediate preservation of the public peace, property, health and safety; now, therefore

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

Section 1. That the offer to purchase the Property is hereby accepted by the City Commission in accordance with Section 36.44 of the Revised Code of General Ordinances of the City of Dayton, Ohio.

Section 2. That the City Manager is authorized to proceed with the sale of the Property to GDS Property Holdings, LLC or a related entity and to execute any and all documents necessary to facilitate the transfer including the Purchase and Sale Agreement attached hereto as Exhibit A.

Section 3. That the City Manager is authorized to execute a quit claim deed, on behalf of the City.

Section 4. That the real estate described in Exhibit A shall be sold for the purposes set forth in the various preambles of this ordinance and for the consideration to of Two Hundred Fifty Thousand Dollars ($250,000.00).
Section 5. That for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon passage.

PASSED BY THE COMMISSION ............... , 2021

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
May 20, 2021

TO: Shelley Dickstein, City Manager
    City Manager’s Office

FROM: Todd M. Kinskey, Director
       Department of Planning & Community Development

SUBJECT: Ordinance Authorizing Sale of Deeds Point

Attached is legislation which we are requesting as an addition to the May 26, 2021 City Commission calendar. The Ordinance authorizes the sale of 13 acres of real property located along Deeds Park Drive opposite the Deeds Point Metropark and includes the Deeds Point Dog Park. The Ordinance also empowers the City Manager to execute the attached Purchase and Sale Agreement and subsequent Quit Claim Deed associated with the proposed development of the Greater Dayton School.

The Greater Dayton School would be developed by a non-profit arm of the Connor Group, called GDS Property Holdings, LLC. The goal of this project is to pull kids out of generational poverty through the provision of an unique education model focusing on the whole-child educational experience.

The project includes an estimated $25 Million investment in construction for a new, state of the art school and track as well as an additional $1M public park to honor Colonel Deeds. The proposed school will be Ohio’s first private non-religious elementary school exclusively dedicated to under-resourced students.

The proceeds from the sale will be used to make improvements including the construction of a new dog park.

This Ordinance is time sensitive due to the project needs of the company. Therefore, we request it be passed as an emergency with two readings at one meeting.

The Department of Law has reviewed and approved the Ordinance as to form and correctness.

If you have any questions, please contact me at extension 4209.
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is effective as of May __, 2021, by GDS PROPERTY HOLDINGS, LLC, an non-profit limited liability company, or its successors and assigns (the "Purchaser") and THE CITY OF DAYTON, OHIO, an Ohio municipal corporation (the "Seller").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

2. **Property Description.** On the Closing Date and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, all of Seller’s right, title, and interest in and to the Property, of which the exact size and location is yet to be determined. The Property is generally depicted in Exhibit B, attached. The lines, as drawn on Exhibit B, are an estimation and subject to change in accordance with a property survey and utility operation needs.

3. **Purchase Price; Deposit; Prorations.**

   3.1. **Purchase Price.** The purchase price for all of Seller’s right, title, and interest in and to the Property (the "Purchase Price") is Two Hundred Fifty Thousand Dollars ($250,000.00).

   3.2. **Deposit.** Within ten (10) days after the date of this Agreement, Purchaser shall deliver to Chicago Title Insurance Company, One S. Main Street, Ste. 250, Dayton, OH 45402, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of Fifty Thousand Dollars ($50,000.00) to be held in an account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit shall be considered part of the Deposit, if any. If Purchaser purchases the Property, such Deposit shall be applied by Seller as a credit towards the Purchase Price. In the event Purchaser terminates this Agreement in accordance with Section 4.1.9, the Deposit shall be refunded to Purchaser. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement in violation of this Agreement, Seller shall be entitled to retain the Deposit and any accrued Extension Fees as its sole and exclusive damages under this Agreement.

   3.3. **Prorations.** The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit, shall be delivered by Purchaser in accordance with Section 6.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.
4. **Inspection Period; Seller’s Deliverables.**

4.1. **Inspection Period.** Purchaser, at Purchaser sole cost and expense, shall have until 6 p.m. Eastern Time on November 15, 2021, or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser’s intended use, as determined by Purchaser, in Purchaser's sole and absolute discretion, including but not limited to the following:

4.1.1. **Zoning, Engineering and Permits.** Purchaser understands from Seller that the Property is not currently zoned to permit the construction and operation of a private school and associated uses (the "Purchaser's Intended Use") and Purchaser agrees to pursue a Planned Development for its Intended Use. Purchaser agrees to satisfy all Planned Development requirements set forth by Seller’s Zoning Code. Purchaser will remove the Property from the Public Commons Master Plan and revise the design guidelines that were approved by Dayton City Commission in 2007 for the Property. Seller agrees to cooperate with Purchaser in the rezoning process. Purchaser agrees that a replat of the Property and/or an updated legal description may be necessary in order to properly identify and transfer the Property. Purchaser will submit any necessary replat application to Seller in accordance with Seller’s process and requirements and Purchaser agrees to assume the full cost of the replat and any incidental costs thereof including, but not limited to, obtaining surveys. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, are necessary for Purchaser's Intended Use. Purchaser agrees to comply with Seller’s engineering standards as well as the following specific civil engineering requirements and acknowledges that other engineering requirements may be necessary as the site is developed. The minimum civil engineering requirements agreed to by Purchase are: Deeds Park Drive shall be dedicated with a 50’ ROW and 60’ ROW at Webster Street; Deeds Park Drive shall be reconstructed to include 36’ wide pavement, barrier curb, 3’ tree lawn, 5’ walk and asphalt pavement shall be a minimum of 6 inches on 10 inches of gravel. Roadway shall also include street lighting designed to City of Dayton Standards. Construction plans for the public improvement shall be submitted to the City of Dayton Division of Civil Engineering for review and approval. Deeds Park Drive from Webster Street to the access point of the City of Dayton pump station shall be dedicated and include any necessary turnaround as determined appropriate by City of Dayton engineering. Additional ROW approved by the City of Dayton and Five Rivers Metroparks will be dedicated for parking at Deeds Point Metropark. Purchaser shall prepare all applications contemplated herein and Seller agrees to not unreasonably withhold consent to countersign such applications or other documents as owner. Seller also agrees to make such other appearances as reasonably requested by Purchaser in order to obtain the Permits.

4.1.2. **Utilities.** Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and
normally charged in the locality in which the Property is located. Such existing Utilities shall be available and verified by Purchaser in a size, pressure, and condition appropriate for Purchaser's Intended Use. Seller agrees to reasonably cooperate with Purchaser in obtaining any such utility easements. Purchaser shall provide adequate access, in a manner and form acceptable to the Seller, to existing and proposed public water, sanitary sewer, and storm sewer utilities.

4.1.3. Easements. Purchaser shall have obtained at or prior to Closing all other necessary easements or licenses. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses. Purchaser agrees to grant to Seller any necessary easements as determined by Seller related to water mains, sanitary sewers and storm sewers.

4.1.4. Sanitary and Storm Sewer; Stormwater Management. Purchaser agrees that sanitary sewer connections are to be made at an existing 24 inch sanitary line east of the Property near Webster Street and connecting at the existing lines along the rivers would not be permitted. Purchaser agrees to implement green infrastructure for stormwater management purposes.

4.1.5. Soil Tests. Purchaser shall have obtained, at Purchaser’s cost and expense, borings, percolation tests, toxic or hazardous substance tests and other tests (collectively, the “Soil Tests”) showing that the Property is satisfactory, in Purchaser’s sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make.

4.1.6. Title Insurance. Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 5.1 of this Agreement.

4.1.7. Environmental Phase I and Related Testing. Purchaser, at Purchaser's cost and expense, shall have obtained a current satisfactory all appropriate inquiries Phase I Environmental Audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

4.1.8. Financial Feasibility. Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser’s Intended Use is financially feasible.

4.1.9. Financing. Purchaser shall have obtained a binding commitment for financing in amounts and on terms satisfactory to Purchaser in its sole and absolute discretion to use the Property in accordance with Purchaser’s Intended Use.

4.1.10. Termination. If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, or any extensions thereof as mutually agreed upon by Seller and Purchaser and the Title Company shall immediately return the Deposit and any Extension Fee paid prior to termination to Purchaser and neither party shall have any further rights or obligations to the other under this Agreement, subject to the conditions set forth in Section 3.2 and Section 4.2.
or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

4.2. **Extension of Inspection Period.** Purchaser shall have the option to extend the Inspection Period for two (2) periods of ninety (90) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Inspection Period prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of two Thousand Five Hundred Dollars ($2,500.00) for each extension (each, an "Extension Fee"), which Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the Extension Fee(s) shall be refunded to Purchaser, or as provided in Section 4.2 and Section 12, in which event the Extension Fee(s) shall be refunded to Purchaser.

4.3. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default. Seller agrees that the amount of the Deposit and any Extension Fee paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit and any paid Extension Fee as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee is a sufficient remedy for such Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

4.4. **Seller's Deliverables.** Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all reports or information in Seller's possession affecting the Property. In addition, and upon request by Purchaser, Seller shall deliver to Purchaser copies of any and all other due diligence items requested by Purchaser.

5. **Title Commitment; Survey.**

5.1. **Title Commitment.** Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for an ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the name of Seller, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable,
then Purchaser shall notify Seller of Purchaser’s objections prior to the expiration of the Inspection Period. Seller shall undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing, and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser’s sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser the Deposit and any Extension Fee(s). Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6. Closing Date: Closing Deliveries: Costs and Expenses.

6.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, as determined by Purchaser in its reasonable discretion, by providing notice to Seller.

6.2. Seller’s Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

6.2.1. A duly executed quitclaim deed, (the "Deed"), with the Seller warranting the property free from encumbrances, except zoning ordinances, building restrictions, taxes and assessment that appear on the tax duplicate for the year of closing, and all restrictions and easements of record.

6.2.2. Closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

6.2.3. A certificate of the Seller certifying copies of all requisite resolutions or actions of Seller approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

6.2.4. An executed MCD Staging Easement in a form approved by Seller and MCD.

6.2.5. An affidavit with respect to mechanics’ liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property.

6.2.6. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term
is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

6.3. **Purchaser’s Deliveries to Title Company.** Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

6.3.1. **Closing Statement**, executed by Purchaser.

6.3.2. **Purchaser shall deliver the Purchase Price**, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

6.3.3. **A certificate of the members of Purchaser certifying copies of:** (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

6.3.4. **All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.**

6.4. **MCD Release.** As a condition to Closing, the MCD Release shall have been executed and delivered by MCD to the Title Company.

6.5 **Costs and Expenses.** Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys’ fees; (ii) one half of the Title Company’s closing and escrow fees; Purchaser shall pay for the following expenses relative to this transaction: (i) one half of the Title Company’s closing and escrow fee; (ii) all costs and expenses of transferring and recording the deed of conveyance, including, but not limited to transfer fees, transfer taxes, documentary stamp and/or conveyance taxes of transferring the Property. (iii) its own financing expenses, if any; (iv) its own attorneys’ fees; (v) all of the premium cost of an owner’s policy of title insurance and endorsements; and (vi) costs and expense of the Survey.

6.6 **Prorations.** The Purchaser shall pay, at closing, all taxes, assessments, interest and penalties that are then due and payable. It is understood that the taxes and assessments for the tax year 2021 will not be prorated. It is further understood and agreed that in the event the sale is not closed in 2021, then the taxes and assessments shall not be prorated for the year in which the closing is held. Upon closing, Purchaser shall be responsible for all future taxes and assessments.

7. **Representations and Covenants by Seller.** As of the date of this Agreement and as of the Closing Date:

7.1. **Title to Property.** Seller represents that Seller has good, marketable and indefeasible fee simple title to the Property.

7.2. **Authority and Organization.** Seller represents that it is a municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Ohio, and has all requisite power and authority to carry on its business as it is presently being conducted. Seller
represents that Seller has obtained or will obtain all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. **Enforceability.** Seller represents that this Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law). The execution and delivery of this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. **Transfer of Property: Compliance with Laws.** Seller represents that on the Closing Date, Seller will transfer the Property and possession of the Property to Purchaser. Seller represents that the Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and for which the Property is subject.

7.5. **Property Rights & MCD Approval.** Seller represents and covenants:

7.5.1. The Property is subject to deed restrictions set forth in an agreement between the City of Dayton and the Miami Conservancy District ("MCD") dated August 9, 1917 and recorded in Deed Book 391, Page 296 of the Deed Records of Montgomery County (the "Deed Restrictions"). Those Deed Restrictions limit the Property to use for park and playground purposes. Purchaser made a “Formal Request of Board of Miami Conservancy District” which was approved by the MCD board on April 27, 2021 (as the same may be amended or modified, the “MCD Approval”). The MCD Approval sets forth the requirements for MCD to execute a release of the Property from the Deed Restrictions (the “MCD Release”). Seller agrees it will work in conjunction with Purchaser to satisfy the covenants contained in the MCD Approval, including, but not limited to:

(a) Seller will grant an easement to MCD on the Kettering Field/N. Bend property depicted in Exhibit C (the “MCD Staging Easement”). The MCD Staging Easement will include a covenant that such property shall remain free from structures or immovable obstructions. The MCD Staging Easement may be used for the staging and storage of materials if and when necessary for flood control system maintenance, repair and emergency response. The MCD Staging Easement will terminate under such circumstances described in the MCD Approval.

(b) The MCD Approval requires Purchaser to cause the dedication of the current road or roads bordering the Property. Provided Purchaser satisfies the engineering requirements set forth in Section 4.1.1, Seller agrees to accept the dedication of Deeds Point Drive. The Seller will provide Purchaser with such
temporary construction easements or licenses as are necessary to enter Seller’s property to complete roadway improvements. Seller agrees to dedicate any undedicated portions of Deeds Point Drive and N. Bend Road that are located on other property owned by Seller that is adjacent to the Property.

7.5.2 Other than this Agreement and the Miami Conservancy District deed restrictions, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.6. **Litigation.** There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.7. **Eminent Domain.** Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.8. **Assessments/Tax Appeals.** Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has not appealed the current tax valuation of the Property and has no knowledge of any existing or potential changes in the tax value of the Property.

7.9. **Environmental.** To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

8. **Representations by Purchaser.** As of the date of this Agreement and as of the Closing Date:

8.1. **Authority and Organization.** Purchaser represents that it is an Ohio non-profit corporation, duly organized, validly existing, and in good standing under the laws of the State of Ohio, and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.
8.2. **Enforceability.** This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. **No Conflict.** The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

9. **Covenants of Seller.** Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees that it:

9.1. Shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller’s interest in the Property or the interest in Seller.

9.2. Shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. Not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

10. **Covenants of Purchaser.**

10.1 Purchaser covenants and agrees that it shall not allow more than forty percent (40%) of the student enrollment of the school to be built on the Property to be students who are direct transfers from a Dayton Public School. A “direct transfer” is a student who was enrolled in a Dayton Public School in the school year immediately preceding the then-current school year. Purchaser agrees to this limitation being included as a deed restriction on the Property to also be enforced against any subsequent or future operator of the school.

10.2 Purchaser also agrees to a deed restriction on the Property which limits approximately 2.5 acres of the Property to be used for park and playground purposes, which Purchaser will develop and maintain in the manner and for the time period as specified in the MCD Approval.

11. **Indemnification.** Purchaser shall indemnify and hold harmless Seller and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys’ fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.
12. **Remedies.**

12.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee(s) shall be immediately delivered to Purchaser;

12.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as Seller’s sole remedy hereunder.

13. **Condemnation; Destruction.** If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller’s notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished and the Deposit and any Extension Fee(s) shall be immediately delivered to Purchaser.

14. **Assignment.** Purchaser may not assign its interest or rights or obligations in this Agreement without the written consent of Seller. Notwithstanding the foregoing, Purchaser may assign this Agreement to an entity owned by or under common control with the Purchaser.

15. **Notices.** Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. Notwithstanding the foregoing, notice pursuant to Section 4.1.9 may be provided to Seller and its representative via email. For purposes of notice, the addresses of the parties shall be as follows:

**Seller:**

Todd Kinskey  
Planning and Community Development  
City of Dayton  
P.O. Box 22, 101 West Third Street  
Dayton, Ohio 45401  
Telephone: (937) 333-4209
16. **Entire Agreement and Amendments.** This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein.

17. **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

18. **Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

19. **Time of Essence.** Time is of the essence of all provisions of this Agreement.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney’s fees.

21. **Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

22. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to
any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

23. **Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

24. **Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.

25. **Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it.

26. **Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all parties and therefore no presumption shall arise favoring any party by virtue of the authorship of this Agreement or any of its provisions. The parties hereto have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means including, without limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing.

27. **Date of Performance.** If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

28. **Brokers.** The parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission.

[Signatures on the Next Page.]
Purchase and Sale Agreement

Signature Page

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

Seller:

The City of Dayton, Ohio

By: __________________________
Print Name: __________________________
Title: __________________________

Purchaser:

GDS Property Holdings, LLC,
an Ohio non-profit limited liability company

By: __________________________
Print Name: __________________________
Title: __________________________

[End of Signatures.]
Purchase and Sale Agreement

Exhibit A

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

"Appurtenances" mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenants to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

"Property" means that certain parcel or parcels of real property, commonly known as a portion of Deeds Point, located in Dayton, Montgomery County, Ohio consisting of unimproved land, and as depicted in Exhibit B, together with all appurtenances thereto.

"Encumbrance" means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

"Governmental Authority" or "Governmental Authorities" mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

"Improvements" mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property.

"Leases" mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

"Licenses" mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, with respect to the Property.
"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

"Records" mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, blue prints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.
Purchase and Sale Agreement

Exhibit C

MCD Easement Area

The Miami Conservancy District makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained. Use of these materials constitutes acceptance of this disclaimer of liability.

Scale 1:2,400
March 2021
AN ORDINANCE

Appointing Ms. Shelley Dickstein as City Manager of the City of Dayton, Ohio, Establishing Her Salary and Other Employment Benefits, and Declaring an Emergency.

WHEREAS, Ms. Shelley Dickstein ("Ms. Dickstein") currently serves as City Manager; and,

WHEREAS, This Commission desires to update the terms of Ms. Dickstein’s appointment as City Manager; and,

WHEREAS, Ms. Dickstein is willing to serve as City Manager; and,

WHEREAS, It is necessary for the usual and daily operations of the City and its departments and furthermore necessary for the preservation of the public peace, property, health and safety that a City Manager be appointed; now, therefore,

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

Section 1. That Ms. Dickstein is reappointed as City Manager effective May 26, 2021, at the annual salary of Two Hundred Sixteen Thousand Six Hundred Seventy-Nine Dollars and Ninety-Four Cents ($216,679.94), paid periodically in accordance with the practices of the Department of Finance in paying the salaries of other executives of the City of Dayton.

Section 2. In the event Ms. Dickstein is involuntarily terminated by the City subsequent to passage of this Ordinance, unless such termination is for cause, she shall be entitled to a severance payment based upon time served as City Manager as follows:

(a) If terminated within twelve months: Payment of three (3) months’ salary and benefits for each year as City Manager;

(b) If terminated within twenty-four months: Payment of two (2) months’ salary and benefits for each year as City Manager;

(c) If terminated within thirty-six months: Payment of one (1) month salary and benefits for each year as City Manager.

Section 3. Ms. Dickstein shall receive an additional amount, subject to a satisfactory performance review and paid periodically in accordance with the practices
of the Department of Finance, as deferred compensation, at an annual amount that is the total possible employee contribution limit, including catch-up contributions. As of 2021, this amount is Twenty-Six Thousand Dollars and Zero Cents ($26,000.00).

Section 4. Ms. Dickstein shall receive all other benefits afforded to other executives of the City.

Section 5. That for the reasons stated in the preamble hereof, the Commission declares this Ordinance to be an emergency measure which shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.................., 2021

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
A RESOLUTION

Authorizing the Acceptance of a Dayton Foundation Donation from the Dilip A. Soni Restorative Justice Fund in the amount of Nineteen Thousand Nine Hundred Eighty-Seven Dollars and Twenty-Five Cents (19,987.25) on Behalf of the City of Dayton; and Declaring and Emergency.

WHEREAS, The City of Dayton established the Dayton Mediation Center in 1987 in an effort to ease the impact of community conflicts on public resources. The Center has become a trusted resource as one of the oldest and most robust conflict intervention resources in the country for those wishing to engage conflict constructively; and

WHEREAS, Dilip A. Soni Restorative Justice Fund provides support for programs or initiatives intended to reestablish relationships within the community; and

WHEREAS, The Dilip A. Soni Restorative Justice Fund would generously like to donate funds for the Dayton Mediation Center for database upgrades, marketing material, and graphic design work to enhance the mission of the Dayton Mediation Center; and

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and,

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

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

Section 1. That the City Manager is authorized to accept and distribute the Dilip A. Soni Restorative Justice Funds in the amount of Nineteen Thousand Nine Hundred Eighty-Seven Dollars and Twenty-Five Cents (19,987.25) and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept this donation.

Section 2. That the City Manager or her designee is authorized to allocate and distribute funds accordingly, not to exceed Nineteen Thousand Nine Hundred Eighty-Seven Dollars and Twenty-Five Cents (19,987.25).
Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this Resolution to be an emergency measure which shall take effect immediately upon its adoption.

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

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

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney
May 18, 2021

TO: Shelley Dickstein, City Manager
    City Manager’s Office

FROM: Todd M. Kinskey, Director
      Department of Planning and Community Development

SUBJECT: Emergency Resolution Authorizing the Acceptance of the
         Dilip A. Soni Dayton Foundation Fund Donation

Attached for your review and placement on the May 26, 2021, City Commission
Calendar, is an Emergency Resolution to accept a donation from the Dilip A. Soni
Dayton Foundation Fund in the amount of Nineteen Thousand Nine Hundred Eighty
Seven Dollars and Twenty Five Cents ($19,987.25) on behalf of the City of Dayton for
the Dayton Mediation Center.

The Dilip A. Soni Restorative Justice Fund would generously like to donate funds for the
Dayton Mediation Center for database upgrades, marketing material, and graphic design
work to enhance the mission of the Dayton Mediation Center.

This Resolution has been reviewed and approved by the Law Department. The
Resolution should be passed as an emergency measure with two readings at one
meeting.

Please contact Michelle Zaremba at extension 2352 if you have any questions.

Thank You.

TMK/mz

Attachments

c. Ms. Zaremba
2021 Dilip A. Soni Donation City Manager Resolution Memo

Final Audit Report

Created: 2021-05-18
By: Miranda Brooks (miranda.brooks@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAABAAc0xwRHOeuf5336SW11AihhKH8utxdbPD

"2021 Dilip A. Soni Donation City Manager Resolution Memo" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
2021-05-18 - 1:59:06 PM GMT - IP address: 198.30.33.2

Document emailed to Todd M. Kinskey (todd.kinskey@daytonohio.gov) for signature
2021-05-18 - 1:59:31 PM GMT

Email viewed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
2021-05-18 - 2:09:24 PM GMT - IP address: 74.83.54.61

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2021-05-18 - 2:09:59 PM GMT - Time Source: server - IP address: 74.83.54.61

Agreement completed.
2021-05-18 - 2:09:59 PM GMT

Adobe Sign
RECEIVED
A RESOLUTION

Authorizing the Application for and the Acceptance of a Grant in the Amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00) from the State of Ohio, Ohio Department of Natural Resources, and Declaring an Emergency.

WHEREAS, The State of Ohio, Ohio Department of Natural Resources (ODNR), NatureWorks Grant Program, provides financial assistance to Ohio municipalities to provide partial reimbursement of costs associated with the acquisition and development of public outdoor recreation areas; and,

WHEREAS, The City of Dayton desires to participate by receiving financial assistance under the NatureWorks Grant Program to provide safe and easy access to Lakeside Lake and provide West Dayton residents natural outdoor areas to relax and enjoy the outdoors; and,

WHEREAS, The City of Dayton is eligible to apply for financial assistance and to administer the amounts received from the NatureWorks Grant Program; and,

WHEREAS, It is necessary for the continued stabilization of the Pineview neighborhood and restoration of Lakeside Lake and, furthermore, necessary for the immediate preservation of the public peace, property, health and safety that this resolution take effect at an early date; now, therefore,

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

Section 1. That the City Manager, or her designee be, and hereby is, authorized and directed on behalf of the City of Dayton to file an application for, and to accept, a grant from the State of Ohio, Ohio Department of Natural Resources (“ODNR”), NatureWorks Grant Program, in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00), and to provide all information and documentation required in the application.

Section 2. That if the State of Ohio, ODNR tenders any grant in connection with the NatureWorks Grant Program, the City Manager, or her designee, is hereby authorized and directed to accept said grant on behalf of the City of Dayton, and to execute any necessary contracts or other documents in connection with the grant.
Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
May 21, 2021

TO: Shelley Dickstein, City Manager
City Manager’s Office

FROM: Veronica Morris, West Dayton Development Coordinator
Department of Economic Development

SUBJECT: Ordinance to Apply and Accept Grant Funds from Ohio Development of Natural Resources

Attached is legislation which we are submitting for the May 26, 2021 City Commission calendar. The attached resolution authorizes the City to apply for funding from the State of Ohio, Ohio Department of Natural Resources (ODNR), NatureWorks Grant Program.

The NatureWorks Grant Program provides grant funding for local governments for acquisition, development, or rehabilitation of public parks and recreation areas. Funding applications are due to ODNR by June 1, 2021, with funding awards to occur later this year. We are requesting emergency passage of the resolution in order to apply and receive funding. For the same reason, we are requesting two readings at the May 26, 2021 City Commission meeting.

The City will partner with Pineview Neighborhood to apply for the NatureWorks grant from ODNR for the continued restoration of Lakeside Lake. Funding will be used to install new trees, benches, walking paths, crosswalk upgrades, and the creation of a limestone retaining wall.

A map showing the project location is also attached.

If you have any questions, or need additional information, please contact me at extension 3912.

VM/

Attachments

C: Ms. Lofton
Mr. Parlette
Mr. Stovall
Mr. Kinskey
Mr. Weber
Lakeside Lake - Pineview

Aerial and Street View
A RESOLUTION

Approving the Submission of a Grant Application and Authorizing the Acceptance of Grant Award from the Montgomery County Solid Waste District in the Amount of Ten Thousand One Hundred Sixty Dollars and Zero Cents ($10,160.00) on behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Montgomery County Solid Waste District administers a Recycling Incentive Grant Program; and,

WHEREAS, The City of Dayton submitted a Recycling Incentive Grant application seeking funding for the purchase of (15) Fifteen covert surveillance cameras and enclosures; and,

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and,

WHEREAS, Montgomery County Solid Waste District approved the City of Dayton’s grant application and will award the City a Recycling Incentive Grant; and,

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health, and safety that this resolution take effect as an early date; now, therefore,

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

Section 1. That the City Manager or her designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of Ten Thousand One Hundred Sixty Dollars and Zero Cents ($10,160.00) from the Montgomery County Solid Waste District.

Section 2. That the grant funds may not be expended or committed until the effective date of this Resolution; however, the solicitation of bids, negotiation of contracts and other planning activities associated with the grant may commence immediately.
Section 3. 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............................, 2021

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

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
May 13, 2021

TO:  Shelley Dickstein  
     City Manager

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

SUBJECT:  2021 Incentive Grant Program

The Department of Public Works, Division of Waste Collection has submitted a grant proposal for funding under the 2021 Incentive Grant Program with Montgomery County Solid Waste Services. We have been approved for $10,160.00. There is no match for this grant.

We are requesting that the Resolution be placed on the May 26 calendar for City Commission approval.

Please contact me at x4071, if you have questions.

/cj

Attachment
A RESOLUTION

Approving the Submission of a Grant Application and Authorizing the Acceptance of Grant Award from the Montgomery County Solid Waste District in the Amount of Five Thousand Four Hundred Sixty-Four Dollars and Twenty-Nine Cents ($5,464.29) on behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, Montgomery County Solid Waste District administers a Recycling Incentive Grant Program; and,

WHEREAS, The City of Dayton submitted a Recycling Incentive Grant application seeking funding for the purchase of a gas-powered airless paint sprayer which will make our graffiti abatement more efficient throughout the City; and,

WHEREAS, Pursuant to Section 36.10 of the Revised Code of General Ordinances of the City of Dayton, the City Manager executed the grant application on behalf of the City of Dayton; and,

WHEREAS, Montgomery County Solid Waste District approved the City of Dayton’s grant application and will award the City a Recycling Incentive Grant; and,

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health, and safety that this resolution take effect as an early date; now, therefore,

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

Section 1. That the City Manager or her designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept a grant in the amount of Five Thousand Four Hundred Sixty-Four Dollars and Twenty-Nine Cents ($5,464.29) from the Montgomery County Solid Waste District.

Section 2. That the grant funds may not be expended or committed until the effective date of this Resolution; however, the solicitation of bids, negotiation of contracts and other planning activities associated with the grant may commence immediately.
Section 3. 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……………………., 2021

SIGNED BY THE MAYOR…………………………., 2021

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
May 13, 2021

TO: Shelley Dickstein  
    City Manager

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

SUBJECT: 2021 Incentive Grant Program

The Department of Public Works, Division of Street Maintenance has submitted a grant proposal for funding under the 2021 Incentive Grant Program with Montgomery County Solid Waste Services. We have been approved for $5,464.29. There is no match for this grant.

We are requesting that the Resolution be placed on the May 26 calendar for City Commission approval.

Please contact me at x4071, if you have questions.

/cj

Attachment
A RESOLUTION

Authorizing the Donation of Funds in Honor of the Victims affected by the August 4, 2019 Mass Shooting.

WHEREAS, On August 4, 2019, the Dayton community endured a horrific mass shooting that killed nine people and injured seventeen others; and,

WHEREAS, To preserve the memory of the victims, honor survivors, and celebrate the community’s resilience, the Mayor and this Commission convened several community leaders to plan for a permanent memorial; and,

WHEREAS, The City of Dayton wishes to contribute funds, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00), to The Dayton Foundation, specifically to assist with the long-term maintenance costs of the memorial; now, therefore,

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

Section 1. That the City Manager, or her designee, is hereby authorized to enter into any and all relevant agreements and to effectuate the donation of funds to The Dayton Foundation and said donation is found to be for a public purpose.

Section 2. That the total value of the donation to The Dayton Foundation shall not exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00).

ADOPTED BY THE COMMISSION.................., 2021
SIGNED BY THE MAYOR........................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
May 18, 2021

TO: Shelley Dickstein  
City Manager

FROM: Diane T. Shannon, Director  
Department of Procurement, Management & Budget

SUBJECT: Resolution for Oregon District Memorial Donation

Management and Budget requests the attached Resolution be placed on the May 26, 2021 City Commission Calendar for approval.

The Resolution provides for a donation to The Dayton Foundation totaling $25,000.00. These funds will go toward an endowment fund that will help cover long-term maintenance costs of the permanent Oregon District Memorial.

The Department of Law has approved the Resolution. If you have any questions or would like additional information, please contact me at extension 3762.

DTS/sb

Attachment
A RESOLUTION

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

WHEREAS, The City Commission adopted its comprehensive plan ("CitiPlan 20/20") on May 5, 1999, the Dayton Livable Streets Policy on February 3, 2010, the City of Dayton 2025 Bicycle Action Plan on September 7, 2011, the DaVinci Transportation Strategy on June 25, 2014, the Dayton Transportation Plan 2040 on September 6, 2017, the Dayton Riverfront Plan on October 8, 2018, and other plans for the greater Northeast Dayton geography; and

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

WHEREAS, The City Plan Board, on March 9, 2021 in Case PLN2021-00053, reviewed the Plan, found it to be consistent with CitiPlan 20/20 and other plans and policies, and considered the Plan to be a component of an updated comprehensive plan for the City of Dayton; now therefore,

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

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

Section 2. The City Plan Board may, from time to time, interpret and modify the Plan by notifying the Clerk of the City Commission of such action. The Plan, including any modifications, will be on file with the Secretary to the City Plan Board.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
May 11, 2021

TO: Regina Blackshear, Clerk of Commission

FROM: Tony Kroeger, Secretary, City Plan Board

SUBJECT: Adoption of Northeast Dayton Neighborhoods Vision Plan
on May 26, 2021 City Commission Calendar
(Plan Board Case PLN2021-00053)

I am requesting that a resolution be placed on the May 26, 2021 City Commission calendar to adopt the Northeast Dayton Neighborhoods Vision plan. A second reading and vote on the resolution will be required at the following City Commission meeting.

On March 09, 2021 the Plan Board adopted the plan by a 7-0 vote because it is consistent with our comprehensive plan and other applicable plans and policies. The Plan Board considers the plan to be an updated component of the city’s comprehensive plan, and recommends that the City Commission also adopt the plan.

No City Commission public hearing is required on the plan so a public hearing will not be held. **However, staff is prepared to make a brief presentation on the plan at the May 26 meeting if desired by the City Manager or the City Commission.**

The primary purpose of the Plan was to synthesize previously adopted plans, and take a closer look at those projects and areas that would be especially impactful and catalize additional investment. Through this plan, a number of common themes emerged, such as connectivity, corridors, open space, and placemaking. Key geographic focus areas include: McCook Field, Old North Dayton, Historic Inner East, Flight Line, river corridors and open space.

Attached for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, the resolution, and a copy of the plan. A copy of the plan will also be emailed to the Clerk of Commission for ease of distribution.

If you have any questions, please contact Jeff Green at ext. 3302.

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Ms. Walker, Mr. Kinskey, Mr. Kroeger
March 09, 2021
CITY PLAN BOARD REPORT
Case PLN2021-00053
Northeast Dayton Neighborhood Vision Plan

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

REQUEST/DESCRIPTION:
This is a request for approval of the Northeast Dayton Neighborhood Vision. The Plan has been shared with the Board at the January 2021 Plan Board meeting via a work session.

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

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

Phase 1: Kickoff and Understanding
- Sharing of data, base-mapping, and drawing of proposed ideas
- Tour of Northeast Dayton neighborhoods
- Meetings with any key stakeholders, such as business owners and neighborhood institutions, who have been active or will be central to executing the vision in the future

Phase 2: Building the Vision
Residents, stakeholders, and city staff helped develop the vision in a four-day workshop that included:
- Coordination of existing plans for catalytic projects
- Live illustration of the vision
- Discussions about revitalizing commercial corridors and nodes
- Explore sequencing and prioritize projects for implementation
- Host open houses for the community to provide feedback and build support
- Final Workshop Presentation - community members and stakeholders participate in the final presentation.

Phase 3: Documenting the Vision
- Incorporation of input from the workshop
  Summarize the previous work, community engagement process, and catalytic housing and development strategies.
- Further refinement of catalytic housing and development strategies
Because one of the primary purposes of the Northeast Neighborhood Vision was to bring together previous and ongoing plans into one document, the following were among those that informed this effort:

- Riverfront Master Plan
- Da Vinci Plan
- Da Vinci Transportation Strategy
- Five Rivers MetroParks Island Park Master Plan
- Keowee/Webster Corridor Rehab and Market Analysis
- McCook Field Neighborhood Strategic Plan
- Old North Dayton Neighborhood Plan
- City’s Transportation Plan
- City’s Urban Design Guidelines
- City’s Livable Streets Policy
- Valleycrest Landfill Reuse Assessment
- Behr Dayton Thermal VOC Plume Environmental Study

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

Key geographic focus areas include: McCook Field (Including Webster Street Corridor); Kettering Field and Keowee Street; DeWeese Neighborhood; Old North Dayton (Including Troy Street Corridor and Valley Street Corridor); Hisotric Inner East (Including The Flight Line, E Third Street Corridor, and Burkhardt/Eastern Hills); and various existing, emerging, and future parkways, trails, and parks.

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

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

Stakeholders and neighborhood leaders

**ALTERNATIVES:**

The Plan Board may choose to:

1. Adopt the Northeast Dayton Neighborhoods Vision Plan, find it to be consistent with the city’s comprehensive plan and other plans and policies that have applicability to the greater Northeast Dayton geography, consider the plan to be an updated component of the city’s comprehensive plan, and recommend City Commission adoption of the plan.

2. Adopt the Northeast Dayton Neighborhoods Vision Plan with modifications, find the modified plan to be consistent with the city’s comprehensive plan and other plans and policies that have applicability to the greater Northeast Dayton geography, consider the
plan to be an updated component of the city’s comprehensive plan, and recommend City Commission adoption of the plan.

3. Not adopt the plan because it is not consistent with the City’s comprehensive plan, CitiPlan 20/20, and other plans and policies that have applicability to the greater Northeast Dayton geography.

FUTURE ACTIONS:

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

Prepared by: Jeff Green
PLN2021-00053 – Northeast Neighborhood Vision Plan

Applicant: Todd Kinskey
101 W. Third St.
Dayton, OH 45402

Priority Land Use Board: Northeast     Planning District: N/A
Decision: Approved

Staff comments
Jeff Green presented the Northeast Dayton Neighborhood Vision. Mr. Green went through key features and components of the plan and described its purpose and how it was developed.

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

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

Phase 1: Kickoff and Understanding
- Sharing of data, base-mapping, and drawing of proposed ideas
- Tour of Northeast Dayton neighborhoods
- Meetings with any key stakeholders, such as business owners and neighborhood institutions, who have been active or will be central to executing the vision in the future

Phase 2: Building the Vision
Residents, stakeholders, and city staff helped develop the vision in a four-day workshop that included:
- Coordination of existing plans for catalytic projects
- Live illustration of the vision
- Discussions about revitalizing commercial corridors and nodes
- Explore sequencing and prioritize projects for implementation
- Host open houses for the community to provide feedback and build support
- Final Workshop Presentation - community members and stakeholders participate in the final presentation.

Phase 3: Documenting the Vision
- Incorporation of input from the workshop
- Summarize the previous work, community engagement process, and catalytic housing and development strategies.
- Further refinement of catalytic housing and development strategies
Because one of the primary purposes of the Northeast Neighborhood Vision was to bring together previous and ongoing plans into one document, the following were among those that informed this effort:

- Riverfront Master Plan
- Da Vinci Plan
- Da Vinci Transportation Strategy
- Five Rivers MetroParks Island Park Master Plan
- Keowee/Webster Corridor Rehab and Market Analysis
- McCook Field Neighborhood Strategic Plan
- Old North Dayton Neighborhood Plan
- City’s Transportation Plan
- City’s Urban Design Guidelines
- City’s Livable Streets Policy
- Valleycrest Landfill Reuse Assessment
- Behr Dayton Thermal VOC Plume Environmental Study

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

Key geographic focus areas include: McCook Field (Including Webster Street Corridor); Kettering Field and Keowee Street; DeWeese Neighborhood; Old North Dayton (Including Troy Street Corridor and Valley Street Corridor); Historic Inner East (Including The Flight Line, E Third Street Corridor, and Burkhardt/Eastern Hills); and various existing, emerging, and future parkways, trails, and parks.

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

Public Input
The North East Land Use Board met on Tuesday, February 4th and recommended proposed Northeast Neighborhood Vision Plan be approved.

Michael Herrlein, DeWeese Ridgecrest Civic Association President, recommends the proposed plan be adopted.

Staff has received one other comment from the public who agreed with aspects of the plan but asked that more emphasis be put on the tornado cleanup, petty crime, and the potential addition to sidewalks along Ridge Avenue.

Recommendation
Staff would recommend the Northeast Vision Plan be approved with the following additions to the text:

- On page 26 (DeWeese Recommendations), add the following text under a new bullet point “Ridge Avenue pedestrian infrastructure be improved and added as the opportunity presents.”
City Plan Board
March 9, 2021 Summary Minute Record

• On page 26 (DeWeese Recommendations), change the text for the last bullet point to “Remove and replace dead trees throughout.”

Public Hearing
Mike Herrlein, 3711 Hillmont Ave Dayton OH, spoke in support of the plan and noted that the Deweese neighborhood is in good condition.

Todd Kinskey, Community Development and Planning Director, noted that an organization named “ReTree” merged with Keeping America Beautiful and have made a recent commitment to Dayton to not only remove storm damaged trees but also replant trees where possible on private property.

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

<table>
<thead>
<tr>
<th>Member</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Richard Wright</td>
<td>Not Present</td>
</tr>
<tr>
<td>Ms. Geraldine Pegues</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Jeff Payne</td>
<td>Yes</td>
</tr>
<tr>
<td>Ms. Rosie Miller</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Paul Bradley</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Matt Sauer</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Greg Scott</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Tony Kroeger, Secretary
City Plan Board
NORTHEAST DAYTON NEIGHBORHOODS VISION

Dayton, Ohio

September 2020
NORTHEAST DAYTON NEIGHBORHOODS VISION

PREPARED FOR:
The City of Dayton

CONSULTANT TEAM:
Urban Design Associates

STEERING COMMITTEE:
Shelley Dickerstein
City of Dayton
Connie Nieton
City of Dayton
Todd Kline
City of Dayton
Tony Kropker
City of Dayton
Ken Marcella
City of Dayton
Veronica Morris
City of Dayton
Tom Rickey
City of Dayton
Ann Schonk
City of Dayton
Keith Steeber
City of Dayton
Fred Stovall
City of Dayton
Joe Weinrl
City of Dayton
John Gower
City of Dayton/CityWide
Karen DeMasil
CityWide
Katie Lanne
CityWide
TABLE OF CONTENTS

INTRODUCTION
   The History of Dayton’s Northeast Neighborhoods 1
   Planning Process 2
   Existing Plans and Projects 3
   Summary of Projects and Recommendations 4
   Common Themes 5
   Place- and Asset-Based Development Framework 6

15-YEAR VISION FOR NORTHEAST DAYTON 7

NEIGHBORHOODS NORTH OF THE MAD RIVER
   McCook Field: Kettering Field and Keowee Street 8
   McCook Field: Webster Street Corridor 10
   Old North Dayton: Troy Street Corridor 11
   Old North Dayton: Valley Street Corridor 12
   Old North Dayton: New Mixed-Income Housing 13
   DeWeese Neighborhood 14

NEIGHBORHOODS SOUTH OF THE MAD RIVER 15
   Historic Inner East: E. Third Street Corridor 16
   Historic Inner East and Burkhardt: The Flight Line 17
   Neighborhood Stabilization: Burkhardt and Eastern Hills 18

RIVERS AND OPEN SPACE CORRIDORS 19
   Cultural Corridor: The Stillwater River 20
   Cultural Corridor: North Bend Boulevard and Deeds Point 21
   Technology Corridor: The Mad River 22

IMPLEMENTATION 23
   McCook Field: Kettering Field and Keowee Street Gateway 24
   McCook Field: Webster Street Corridor 25
   Old North Dayton: Troy Street Corridor 26
   Old North Dayton: Valley Street Corridor 27
   DeWeese and River Corridors 28
   Historic Inner East: Third Street Corridor 29
   Historic Inner East and Burkhardt: Flight Line 30
   Neighborhood Stabilization: Burkhardt and Eastern Hills 31

The Flight Line: This proposed route is the gateway to the Historic Inner East Neighborhoods.
INTRODUCTION

A robust community engagement process in the first half of 2020 led to an emerging vision for the neighborhoods of Northeast Dayton. Corridor and strategic reinvestment in housing, local businesses, and placemaking along key corridors support an asset-based strategy.

SUMMARY

A range of planning efforts have been completed for the Northeast neighborhoods, some with years of evolving plans, while others have had almost none. Understanding the existing initiatives and identifying where opportunities for all neighborhoods to become stronger provides the basis for this document’s vision. The strategy for revitalization mirrors that of a place- and asset-based investment strategy: build on assets, focus on highest and best use, apply specific solutions with place-making, and prioritize nodes. The purpose of this document is to integrate all planning efforts in Northeast Dayton, identify gaps in the planning, and provide a singular vision that allows for flexibility and a multitude of redevelopment opportunities.

Applying Dayton’s place- and asset-based investment approach to Northeast Dayton results in several imperatives that are specific to each particular community. New development and adaptive reuse should be paired with open space and trail extensions such as the proposed Flight Line. Commercial corridors East Third Street and Troy Street which serve the immediate neighborhood will support local and small business owners. Opportunity sites for new mixed-income housing, for both ownership and rental, is increasingly important in the wake of the tornadoes of May 2019. Strengthening connections between these identified neighborhoods, opportunity sites, open space amenities, and flexible space for employment centers of the future becomes an essential component of catalyzing redevelopment and unifying all the plans and proposals of these larger communities.

The Study Area Boundary

The Northeast Dayton study area encapsulates a geographically disparate grouping of neighborhoods. Some are well connected, such as the Historic Inner East neighborhoods to those south of the Mad River, while others, such as McCook Field are separated by significant barriers such as the Miami River and industrial land uses.

- City boundaries to the east
- U.S. Highway 35 to the south
- Stillwater and Miami Rivers to the west
- City boundaries to the north

Unifying the existing plans and understanding how they relate is a crucial first step.

The Northeast Dayton study area is comprised of 15 neighborhoods

An aerial view of DeWeese, McCook Field, and Old North Dayton illustrating the barriers to connectivity between neighborhoods, but also the opportunities to better integrate all neighborhoods.
The History of Dayton's Northeast Neighborhoods

INTRODUCTION
The fifteen neighborhoods that comprise Dayton's Northeastern neighborhoods are bounded by I-35 to the south, the Stillwater River to the west, and to the easternmost city limits. This region's expansive extent offers a diverse and comprehensive history of the city, from the tightly-knit immigrant communities in Old North Dayton and the comfortable mid-century suburbs of DeWeese and Eastern Hills to the industrial hub in McCook Field. These neighborhoods feature some of Dayton's finest natural and recreational amenities, which have been a focus of redevelopment in the last few decades.

HISTORY
In the mid-nineteenth century, Dayton began to spread from its downtown center primarily towards the east, following parallel sets of arterials like First, Third, and Fifth Streets. This area south of the Mad River consisted primarily of relatively high-density single-family detached houses built in the popular Queen Anne, Gothic Revival, Italianate, and Second Empire styles. Between the wide east-west arterials and the now-decommissioned rail line connecting Downtown to the City of Kettering that bisected the area, these neighborhoods boasted vibrant commercial corridors and beautiful residential streets.

Historically, the areas at the edges of rivers were industrial and featured very few residences; this condition is still evident on the northern edge of the Mad River. Connecting to the east, Ohio State Route 4 was built to parallel the river in 1939 and meets I-75 just north of Deeds Point MetroPark.

Residential development in the Old North Dayton neighborhood is mostly relegated between I-75 to the west, Valley Street and Rt. 4 to the south, and Stanley Ave to the north and features a rich history. German and Eastern European immigrants first settled in the neighborhood in the early 1900s to work in Dayton's various manufacturing industries, building churches and residences with unique architectural influences representing their German, Polish, and Lithuanian Catholic heritages. Social clubs, many of which still exist today, were formed to support these growing communities. The neighborhood was also home to the Kossuth Colony, built in 1906 to house Hungarian workers for the Barney and Smith Car Company, a rail car manufacturer that ranked among Dayton's largest and most venerable firms at the time. Now the Kossuth Colony Historic District, the forty homes built between Baltimore Street, Mack Avenue, and Notre Dame Avenue feature well-maintained simple gable front residences with minimal setbacks. In the last decade, new Asian Turkish immigrants have moved into Greater Old North Dayton, buying and renovating homes throughout the neighborhood.

In the latter half of the twentieth century, the industrial giants that attracted immigrants from around the world to the then-bustling city of Dayton began to decline; however, the preceding period of innovation, entrepreneurship, and production was centered in the relatively small neighborhood sandwiched between the Miami River and I-75: McCook Field. The name of this area derived from the airfield established here as the home of the Aviation Service's Engineering Division in the early 1900s and is one of several important sites in Dayton's prolific aviation history.

McCook Field was used for general military aircraft and was pivotal in aircraft development during World War I and was in continual use through World War II.

After the airfield closed, the McCook Field neighborhood became a target area for business development due to its proximity to Downtown. The area soon became a commercial and manufacturing hub with more modern single-story structures, with art deco features and ample parking. New business opportunities for McCook Field continued throughout the 1990s as the interstate highway system developed and I-75 was built.

Today, the McCook Field area continues to attract business uses and adds jobs to the local economy. Despite tornado damage sustained by some businesses in 2019, most have rebuilt and made additional investments continuing McCook Field's history as a robust business.
and commercial center, second only to Downtown in employment.

While today McCook Field wouldn't be considered suburban, in 1947, local department store owner Arthur Beerman decided to build a new store outside of Downtown and selected the McCook Field neighborhood, anchoring the McCook Shopping Center with an Elder Beerman store. Although this retail no longer exists, its development is illustrative of this unique neighborhood's attractiveness for local entrepreneurs. Among the many businesses that continue to thrive in this area is a longtime Dayton favorite, Mike-Sells Potato Chips. In 2012, the company celebrated its 100th year making chips and catering to loyal Dayton customers that make up thirty percent of the business's sales.

Like many Dayton neighborhoods, residential homes built in McCook Field developed in response to the growing job base. Earlier plans for this neighborhood indicated that housing would diminish as industry and commercial uses increased. Despite the up and downs of the economy, this remains true as businesses have expanded. Unfortunately, many residential homes in McCook Field are further compromised by the environmental consequences of the Chrysler factory plane.

The two northernmost neighborhoods in this region, DeWeese and Northridge Estates, were historically the most rural neighborhoods within city limits and feature Triangle Park, Deweese Park, and Weigertyn Gardens MetroPark, all picturesque recreational amenities along the Stillwater River. The residences here were built between the 1960s and 1990s as suburban-style, single-family dwellings with one or two stories and large, wooded lots.

The northernmost neighborhoods of Kittyhawk, Forest Ridge/Quail Hollow, and Pheasant Hill are more affluent neighborhoods with larger suburban-style homes. These neighborhoods were not the focus of this study.

Today, the neighborhoods covered in the Northeast region are clearly representative of Dayton's rich and varied history, telling the story of industry, innovation, immigration, and growth.
Planning Process

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

Step 1: Kick-off & Understanding
- In-depth download from City and CityWide staff about planning work-to-date
- Sharing of data, base-mapping, and drawings of proposed ideas
- Tour of Northeast Dayton neighborhoods
- Meetings with key stakeholders, such as business owners and neighborhood institutions, who have been active or will be central to executing the vision in the future

Step 2: Building the Vision
Residents, stakeholders, and city staff helped develop the vision in a four-day workshop that included:
- Coordination of existing plans for catalytic projects
- Live illustration of the vision
- Discussions about revitalizing commercial corridors and nodes
- Open house for the community to provide feedback and build support

Step 3: Documenting the Vision
- Incorporation of input from the workshop
- Further refinement of catalytic housing and development strategies

STAKEHOLDERS & PARTNERS
The planning process connected stakeholders and helped to leverage potential partnerships within the neighborhood. The stakeholders and partners who participated are active neighborhood leaders who will be engaged in the implementation of projects.
- City of Dayton
- CityWide
- Miami Valley Trails
- Five Rivers MetroParks
- Miami Valley Regional Planning Commission
- Salvation Army Kroec Center
- Ronald McDonald House
- Dayton’s Children Hospital
- Greater Old North Dayton Business Association and Business Owners
- Residents and Neighborhood Associations
- Philanthropic Community
- McCook Field Neighborhood Association
- Old North Dayton Neighborhood Association
- The Victory Project

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

MEETING DATES
- Step 1: December 2019 & February 2020
- Step 2: March 2–5, 2020
- Step 3: Focused Stakeholder Meetings
- Step 4: Community Open House & Focused Stakeholder Meetings
- Step 5: Community Presentation and Feedback Discussion
Existing Plans and Projects

**NORTH OF THE MAD RIVER**
- McCook Field, Jefferson Field, and Keosauqua Street
- Keosauqua/McCook Corridor Rehab and Market Analysis
- Keosauqua Street Improvements
- McCook Field Neighborhood Strategic Plan
- N. H. Artificial Turf Field
- New Webster Street Bridge
- Behr Dayton Thermal VOC Plume Environmental Study
- Valley Street Landfill Reuse Assessment

**SOUTH OF THE MAD RIVER**
- Third Street/Springfield
- Strongfield Streetscapes
- Studies for Third Street Roadways

**OLD NORTH DAYTON**
- Davinci Plan
- Davinci Transportation Strategy
- Old North Dayton Neighborhood Plan

**VALLEY STREET CORRIDOR**
- Ronald McDonald House Expansion
- The Point and Valley Street Mall/Plaza
- Valley Street Streetscape
- Dayton Children's Museum Plan
- Davinci Children's Health Pavilion
- Strausbaugh Avenue and Valley Street Landscaping

**DEWSBURY AND RAIN CORRIDOR**
- Riverfront Plan
- Five Rivers MetroParks Island Farm Master Plan
- Deco's Point

**PREVIOUS PLANNING EFFORTS**
- Riverfront Master Plan
- Da Vinci Plan
- Da Vinci Transportation Strategy
- Five Rivers MetroParks Island Farm Master Plan
- Keowee/Webster Corridor Rehab and Market Analysis
- McCook Field Neighborhood Strategic Plan
- Old North Dayton Neighborhood Plan
- City's Transportation Plan
- City's Urban Design Guidelines
- City's Livable Streets Policy
- Valleycrest Landfill Reuse Assessment
- Behr Dayton Thermal VOC Plume Environmental Study
Summary of Projects and Recommendations

NORTH OF THE MAD RIVER

- West End Field & Kennedy Gateway
- West End Athletic Field
- West End Improvements
- West End Commercial / Mixed Development
- Stanly Woods District Branding

WEBSTER STREET CORRIDOR
- Streetcar Project
- Pedestrian Hub at the Crystal River Building
- LED Lighting at the Underpass
- Commercial / Residential Facade Grant Program
- Park Enhancements at the Corner of Kennedy & Webster

THIRD STREET CORRIDOR
- Streetscaping Project
- Commercial / Residential Facade Grant Program
- Commercial Streetlighting
- LEDs of Commercial Buildings
- New Commercial Building at Warren & Third St
- Emergency Pathway Landscaping Garden
- Parking Lot Rehabilitation
- Turn Vacant Underused Lots into Community Amenities
- Mixed Use Income Housing at First Street/Wabash

KILBORN STREET CORRIDOR
- Former Kilborn Meadows Housing Expansion
- The Point and Kilborn Street Blight
- Potential New Affordable Income Housing across from Dayton Children's
- Renovate Kilborn Street Warehouse Building
- Market Rate Housing at the Point

DEWAN AND RIVER CORRIDOR
- Implement the Waterfront Plan
- Redevelop Park Improvements
- Redevelop the Boathouse District
- Post-Flood Rehabilitation Efforts

SOUTH OF THE MAD RIVER

THIRD STREET CORRIDOR
- Short Term Road Diet
- Long Term Streetscape Project
- Third and Dayton St Node
- Third and Union Ave Node

THE FLIGHT LINE
- Trail Construction Phase 1
- Trail Construction Phase 2
- Trail Construction Phase 3
- Dayton Bridge
- Pavilion Node
- Ligonier Node

NEIGHBORHOOD STABILIZATION
- TBD
- TBD
Common Themes

SUPPORT LOCAL AND ETHNIC BUSINESSES

StreetScapes and Placemaking

The neighborhoods in this part of the City are home to many beloved restaurants, cafes, bakeries, and bars. However, many are located along streets that lack on-street parking, safe crosswalks, wide sidewalks, and street trees. Short term and long term placemaking interventions, such as painted art crosswalks, bump-outs for planting, and bicycle lanes, would help slow traffic and create safe routes to and places around these businesses for patrons to enjoy.

Commercial Facade/Renovation Grants

The properties and businesses along Webster Street and Troy Street could benefit from targeted renovation grant opportunities. These grants could be used for facade improvements, tactical parking lot improvements, pop-up toolkits for outdoor dining, and other uses that help small, local businesses stay flexible and responsive to current needs.

CONNECT NEIGHBORHOODS TO THE RIVERS AND OPEN SPACE AMENITIES

Connect to the Stillwater and Mad Rivers

As the City implements projects from the Riverfront Plan, there are several connections that can enhance the ability of residents of the Northeast neighborhoods to access the rivers and open space amenities. For example, crosswalks across and bike lanes along E. Third Street, improvements to Kettering Field and along E. Heilman Street, and addressing a bike connection for N. Findlay Street would better connect residents to open space.

Connect Neighborhoods to the Flight Line to spur Economic Development

The neighborhoods of Historic Inner East, Huffman, and Burkhart will benefit from adjacency to the Flight Line. The City has developed robust plans and visions for the design of the rail-to-trail open space. This plan explores how nodes of neighborhood development can start to form around key intersections with the trail. The trail can play a key role in improving the quality-of-life in these neighborhoods, supporting local businesses, and creating new housing opportunities.

IMPROVE GATEWAYS

Improve gateways to better connect McCook Field and Old North Dayton

As Downtown continues to thrive, McCook Field and Old North Dayton have an opportunity to draw that vitality across the river. Gateways under US-4 would connect Webster and Troy Street and make those routes more attractive and comfortable for pedestrians, cyclists, and people driving. For example, many people going to the Kroe Center come from Downtown across the Webster Street Bridge.

Kettering Field is also a regional destination without an appropriate gateway approach. Lighting under the I-75 underpass, improved multi-use paths, and new flex employment uses would create a front door to Kettering Field on Keowee Street.

Revive former gateways along Third Street to connect historical neighborhoods

The Historic Inner East neighborhoods feel disconnected from downtown despite their proximity. As these neighborhoods evolve, reviving these historic corridors with improved streetscapes and active uses can help the Historic Inner East build off the successes of the Oregon District and Downtown.

BUILD NEW HOUSING OPTIONS

Mixed-Income Housing in McCook Field and Old North Dayton

The neighborhoods to the north of the Mad River have not seen new investment in housing construction in a very long time. These neighborhoods are home to many families, both homeowners and renters. Three key areas are ideal for mixed-income housing — Troy Street at St. Stephens across from Kiser Elementary School, The Point at the Valley Street and Keowee intersection and on Valley St. across from Dayton Children's. These would bring investment to the neighborhoods north of the Mad River and would increase housing options.

Housing along the Flight Line

As the Flight Line becomes a reality, there is an opportunity to build new housing in the highly desirable Historic Inner East neighborhood and in the future, Burkhart. New housing could be a mix of homeownership and rental, in a mix of building types — lofts, townhouses, and small apartment buildings. Residents would have access to downtown and the regional trail system immediately outside their front doors.
Place- and Asset-Based Development Framework

Asset-Based Development Framework
Pioneered by the work of Northwestern University academics John McKnight and Jody Kretzmann, asset-based development approaches have become the norm for local governments trying to revitalize their communities. Fueled by an interest in their 1993 seminal book, Building Communities from the Inside Out, cities across the country began to embrace the authors’ emphasis and examples of locally driven, inclusive community development. Using the metaphor of a “glass half full,” cities, including Dayton, began to rethink their approach to neighborhood revitalization.

Asset-based community development’s premise is that local communities can drive the development process by identifying and mobilizing existing—but often unrecognized—assets. These include: the resources of public, private, and non-profit institutions; the physical infrastructure and space in a community; the economic resources and potential of local places; the local history and culture of a neighborhood; the skills of local residents; and the power of local associations and groups.

The City’s Adoption of Asset-based Development
In 1998, the City of Dayton began to employ asset-based development strategies to revitalize communities employing the following principles:

- Assets: Identifying the strengths of neighborhoods, people, and places.
- Relationships: Effectively engaging residents and key stakeholders in meaningful dialogue about their community while clarifying roles, limitations, and opportunities.
- Strategic partnerships: Engaging businesses, non-profit institutions, and residents around mutual self-interest and a consensus vision.
- Leveraged Investment: Building on public investments and attracting new funding and partners.

The City has played an active role in establishing asset-based community development projects throughout the City. These include: the Genesis Project, the Phoenix Project, the Da-Vinci Collaborative, the Greater Wright-Dunbar Collaborative, and Renew Miami Chapel, Dayton’s Choice Neighborhood Development.

Using this approach, over the last decade, hundreds of millions of dollars in investment has occurred in Northeast Dayton.

Opportunity Nodes Key nodes, shown in orange, are linked to the open space network.

KEY NODES IN NORTHEAST DAYTON
- Kettering Field and Keowee Street
- Webster Street and Keowee Street
- Keowee Street and Valley Street
- Troy Street and Dell Street
- Troy Street and Chapel Street
- Troy Street and Warner Avenue
- Third Street and Dutill Street
- Third Street and June Street
- Third Street and Linden Street
15-YEAR VISION FOR NORTHEAST DAYTON

Strengthening corridors, supporting local businesses through placemaking, building on institutional strengths, and connecting to new greenways makes up the strategy for Northeast Dayton.

This plan is based on a strong foundation of planning, partnership, and collaboration in the Northeast neighborhoods. This vision pulled together many efforts that were already underway, such as the DaVinci Project, and explored visions for placemaking, housing, and small business support along major active corridors. The opportunities in these neighborhoods require fine-grained partnerships with existing owners.

NEIGHBORHOODS NORTH OF THE RIVER
Keowee and Webster Street Corridors
These corridors bring visitors from the region or from Downtown into McCook Field. Opportunities include aesthetic and placemaking improvements and supporting businesses:
- Employment uses at Helena St. & Keowee St.
- Improvements to Kettering Field and the pedestrian connection to the Kroec Center
- Webster streetscape and renovation grants

Troy Street Corridor
Troy Street is the neighborhood center of Old North Dayton. Growth and success on the Troy Street corridor could be supported by:
- New housing across from Kiser Elementary
- Building reuse between Dell and Leo Street
- A revitalized node at Dell Street the draws energy and pedestrians from The Point

Valley Street Corridor
On Valley Street, opportunities include:
- New housing across from Dayton Children's Hospital
- New housing and public space at The Point (Valley Street realignment at Keowee St.)

NEIGHBORHOODS SOUTH OF THE RIVER
East Third Street Corridor
Residents and business owners are in consensus that Third Street is wider than it needs to be and that additional width could be used to create pedestrian crossings, landscaping, bike lanes, and on-street parking.

Flight Line Corridor
The conversion of the Norfolk Southern rail right-of-way into a signature trail and linear park presents growth and quality-of-life opportunities for the neighborhoods that connect to the trail.

IMPLEMENTATION
The final section of this Vision Plan focuses on the sequencing necessary to achieve each project and initiative described in the plan. Projects are categorized as public or private. The Implementation section outlines project leads, time frames, and potential funding sources.
NEIGHBORHOODS NORTH OF THE MAD RIVER

Revitalizing corridors with streetscapes, vibrant local retail nodes, and new housing options builds on the anchors and investments already being made.

INTRODUCTION

The Neighborhoods immediately north of the Mad River are well positioned to draw the economic strength of downtown access to the neighborhood commercial corridors of Webster Street, Troy Street, and Valley Street.

Old North Dayton and McCook Field have been the focus of the DaVinci Project, led by CityWide with the partners — Dayton Children’s Hospital, The Salvation Army, the City of Dayton, the Greater Old North Dayton Business Association, St. Mary Development, Vectren, and Five Rivers MetroParks. The adopted plan for community improvement focuses on target zones including: strategic acquisition and demolition of blighted structures, improved wayfinding and corridors, placemaking, and community organizing. Several investments identified through the DaVinci Project are already underway and catalyzing growth — the Valley Street realignment at The Point, improvements on Valley, Keowee, and Troy Streets, wayfinding and signage, and the Children’s Garden.

Over the past decade, these neighborhoods have diversified, with immigrant populations investing in homeownership, renovations, and small businesses. Continuing to build on these strengths is the basis of the asset-based strategy. Unfortunately, these neighborhoods have also faced difficult environmental challenges, from the plume contamination to damage from the 2019 Memorial Day EF4 tornadoes. Improved gateways, new housing, and local nodes of activity are examples of initiatives that are achievable in the short- to mid-term.

Neighborhoods further north and east from the Mad River include DeWeese, Northridge Estates, Gateway, Forest Ridge/Usual Hollow, and Pheasant Hill. For the most part, these neighborhoods are stable residential communities that feature unique, well-maintained housing stock and numerous natural and recreational amenities. Home to Wegerzyn Gardens MetroPark and its Children’s Garden, the Dayton Playhouse, Howell Field, the Jim Evans Bakery at Troy and Warner Avenue and other small, locally owned businesses anchor Old North – Troy Street is the neighborhood main street. The historic Duncarrick Mansion was restored and serves as the administrative offices for the Ray and Joan Kroc Corps Community Center. View from Kelly Avenue, looking towards Farr Drive and the Sunoco site. Housing in this area was damaged by the tornado.

The Children’s Garden or Valley Street, across from Dayton Children’s Hospital.

Map of the DaVinci Project Focus Area.
Nichols Tennis Complex, and the Boonshoft Museum of Discovery. DeWeese is a highly desirable neighborhood. Despite this wealth of amenities, there remains some disconnect to the rest of the city. Connectivity to emerging neighborhoods in this region is imperative.

Some areas in DeWeese were also affected by the 2019 Memorial Day EF4 tornadoes, damaging trees and some houses in and around the Wegerzyn Gardens MetroPark. Although the damage sustained from the tornadoes was not as severe as that of Old North Dayton, the scattered nature of damage to trees and homes requires a more piecemeal solution.

The neighborhoods at the north and east edge of this study area should continue to enhance their residential character. Drawing out existing strengths and connecting to emerging areas in nearby neighborhoods will benefit the entire region, creating more vibrant retail nodes and inviting connections to open space.

The following pages will describe a several strategic initiatives in McCook Field, Old North Dayton, and DeWeese.
McCork Field:
Kettering Field and Keowee Street

OVERVIEW
This segment of the McCork Field neighborhood is home to two regional recreation destinations - Kettering Field and The Salvation Army Kroc Center. Additionally, the City invested $18.5 million in streetscape improvements on N. Keowee Street from E. Helena to Stanley Avenue - new sidewalks, street lights, and signage.

Challenges
- N. Keowee Street walkability and the lack of pedestrian access along the I-75 underpass between the Kroc Center and Kettering Field
- Several large properties are currently vacant or underutilized
- The entry to Kettering Field is not very clear or celebrated

Opportunities
- A new NFL field has been installed at the corner of N. Keowee Street and E. Helena Street. This presents a new opportunity to create a new entrance to and parking for Kettering Field
- The existing riverfront trail provides good access to the park and the Riverfront Plan proposed that N. Bend Drive be turned into a pedestrian promenade
- Redevelop vacant buildings and parcels with employment uses

RECOMMENDATIONS
A New Gateway to Kettering Field
The corner of N. Keowee and E. Helena Street should become the new entrance to the Kettering Field area. A new monument sign for the park, connection into an off-street multi-use path, and re-organized parking off E. Helena Street would re-orient and improve the entry experience of visitors coming to the park. Additional uses across E. Helena would provide retail amenities for park-goers. Additional park improvements were explored in the Riverfront Plan and could include:
- Multi-use sports courts
- Natural grassland and habitat areas
- Boardwalks and trails through the park

Aerial of existing conditions.
The recently completed NFL artificial turf field at Kettering Field is a critical investment for the neighborhood.

Plan of Kettering field, N. Bend Drive, and Keowee gateway improvements.
Potential plan for flex employment uses at N. Keowee and E. Helena Street.
- Relocate parking to be accessed from E. Helena Street, rather than N. Bend Road
- Create panels with historic images and information about McCook Field and its significance in Dayton's history.

**Flex Employment Uses**

The two large vacant parcels and buildings on Keowee present a unique opportunity. An art deco movie theater, formerly McCook's theater (on the northwest corner of Keowee and Bannock), and the first indoor shopping mall in Dayton (on the northwest corner of Keowee and Helena) and could be redeveloped as flex employment uses.

As building construction costs rise, there is a need to find less onerous building types and materials. At the same time, there are entrepreneurs, small manufacturers, and start-ups looking for flexible space. This sector is often referred to as Production, Distribution, and Repair (PDR). They are uses that often don't fit into standard retail commercial areas and require different kinds of spaces, but also can create a unique maker character and culture. These two sites are ideal for PDR because similar uses are already clustered in the Stanley Avenue corridor — florists, printing and design companies, and small manufacturers.

Redevelopment could be done in partnership with Sinclair Community College and the Entrepreneurs Center in Tech Town to provide affordable space for emerging businesses.

The design of this new development could help reinforce the needs of these types of tenants while keeping construction costs as low as possible:

- Hybrid pre-engineered metal buildings with masonry storefronts
- Art deco and mid-century architectural style influences
- Open floorplates without columns interrupting the flow of the space
- Shed roofs, raised loading docks flush with the work space, optional mezzanines
- Retail frontage and visibility into manufacturing space

**Development Program for Keowee Flex Employment**

- 48,000 SF flex/production space
- 6,000 SF Retail
- Multi-use path to replace the bike lanes on E. Helena Street
- On-street parking next to new retail uses

**Stanley Avenue Industrial District**

The Stanley Avenue Loop east of Keowee has a unique character, with manufacturing and small light industrial uses clustered together. Many of the buildings were developed in the 1950s and 1960s, with a mid-century style that is in high demand.

While GONDIBA serves as an organizer all of the businesses in Greater Old North Dayton, there's an opportunity for the business owners in this Stanley Avenue district to organize and develop a branded identity for the area. Signage and being in a branded district could create value for business owners and help tie existing businesses to new development.
HISTORIC IMAGES OF MCCOOK FIELD

09.18.20
McCook Field: Webster Street Corridor

OVERVIEW

Webster Street is an important route in and out of the northern neighborhoods to destinations like the Kroe Center and Kettering Field. The district faces challenges, but also has opportunities to become a more welcoming gateway into the McCook Field neighborhood.

Challenges
- High-speed, dangerous vehicular traffic along Webster and lack of streetscaping make the street challenging and unpleasant for pedestrians.
- While there are several successful businesses on Webster, they are largely industrial and do not activate the street.
- Vehicles, including large shipping trucks, use Herbert Street (via Webster Street) to access I-4 and I-75.

Opportunities
- Historic buildings on the southern end of the street create a unique sense of place.
- Vacant buildings and lots at the corner of Ewing Street and Webster Street.
- A new restaurant/bar has opened at the corner of Keowee Street and Hunter Ave.

RECOMMENDATIONS

Streetscaping
- Build bump-outs at key intersections (as driveways permit) with trees, landscaping.
- Install pedestrian-scaled street lights.
- Work with property owners to plant trees where possible, within the right-of-way and on private property, but on the building side of the sidewalk.
- LED lighting should be installed at the underpass to make a more pedestrian-friendly connection and gateway from the new Webster Street Bridge.

New Parklet at Ewing and Webster Streets
- Several vacant lots and a vacant house at this corner present an opportunity for a new open space.
- This space could serve as gathering space for residents in the McCook Field or outdoor activities related to a possible artist incubator across Ewing Street.
- There is potential for collaboration with Salvation Army.

Reuse of Existing Buildings
- The Crystal Rug building at the intersection of Keowee Street and Ewing Street has a unique character — it is a triangular two-story Spanish Revival building. This building could be curated as an artist hub, with exhibition and co-working space.
- Other commercial buildings along Webster Street should be targeted for renovation and reuse.
- Fund a commercial and residential facade grant program focused on Webster from Herman Avenue to Keowee Street.
Old North Dayton: Troy Street Corridor

OVERVIEW

Troy Street is the primary neighborhood main street for Old North Dayton, with local restaurants, library, ethnic grocery stores, food trucks, and opportunities for building on that local identity.

Challenges
- Troy Street is a mix of commercial and residential properties. Some historic mixed-use commercial buildings are vacant or being occupied by residential ground floor uses. Some people in the neighborhood would like to see those ground floors transitioned back to uses that engage the street.
- Existing buildings need improvements and/or renovations.
- Parking lots along Troy bleed into the sidewalk, without definition or landscaping, making the pedestrian realm dangerous and unattractive.

Opportunities
- Historic buildings and neighborhood icons would be ideal for reuse.
- Cultural diversity.
- Long term and new residents are currently willing to invest.
- Proximity to nearby investment on Valley Street, The Point, and Downtown.

RECOMMENDATIONS

The recommendations for Troy Street are organized into general and streetscape recommendations and initiatives at specific nodes.

General
- Reuse vacant/underutilized commercial buildings along the corridor with uses and designs that engage the street — large storefront windows, retail tenants, etc.
- Formalize places for food trucks along Troy Street and/or create a way-finding signage system that celebrates those small ethnic businesses.
- Celebrate unique neighborhood history, such as the first emergency parachute landing, by creating small memorials and historical markers.
- Establish a commercial façade renovation grant program targeted for Troy Street from Dell Street to Leo Street.

Streetscapes
- Install LED lighting at the OH-4 underpass on Troy Street to create a more inviting and safe gateway to Troy Street from The Point and Downtown.
- Improve streetscaping/crosswalks at key intersections and install bump outs if deemed appropriate.

Plan of proposed development.

Location Map

Opportunity for placemaking in Family Dollar parking lot
Opportunity for a new retail/restaurant building at corner
Renovation of apartment buildings

View of existing conditions looking north

Revitalized Troy Street at Dell Street, looking north

Christ Evangelical Lutheran Church recreation park
Community farmers market
Reprogram key vacant lots into community park space
Victory Project
Restoration and reuse of historic fire station

Parachute Landing memorial garden

Renovation/reuse of Congress Lanes
Spaces for food trucks
Renovated mixed-use building

LED Lighting at OH-4 underpass
Warner & Troy

The City has already invested in numerous streetscape and signage improvements at Warner Street. These investments along with existing local businesses make it a focus area for additional enhancements.

- Renovate of existing apartment buildings.
- Create a food truck location and informal dining space at the intersection.
- Build an additional retail space with outdoor dining on the southeast corner of the intersection.
- Pursue reuse of the Family Dollar parking lot, which is underused.

Troy Street, Dell to Hart Street

The southern portion of Troy Street should become a node of outdoor dining, food trucks, lighting, and a distinctly local feel.

- Renovate existing mixed use buildings.
- Paint a mural on the side of an existing building welcoming people to Troy Street.
- Create a small scale retail/food truck pop-up space in the parking lot at Light Street and Troy Street.
- Partners with residents, churches, and owners to create small community greens, farmers markets, and children's play areas.
- Launch a kit-of-parts program to focus on street-facing parking lot beautification, which could include:
  - Movable planters for small trees and flowers
  - Inexpensive, painted bollards
  - Signage to indicate entries to lots.

Land Uses in Old North Dayton

Land uses in a residential neighborhood should be consistent with the existing zoning and the surrounding uses.

- Reconsider assigning the Board of Zoning of Appeals as the agency to approve applications for transportation/distribution.
A new node at Dell Street at the southern end of Troy Street would help draw energy from the Point and Downtown towards Old North Dayton.
Old North Dayton: New Mixed-Income Housing

OVERVIEW

The Greater Old North Dayton area is Dayton's first international neighborhood as it was settled in the early 1900s by Polish, Czechoslovakian, Lithuanian, and German immigrants who came to Dayton looking for work. The neighborhood is mostly comprised of both one- and two-story wood frame homes along with additional smaller vernacular brick homes throughout the geography. Much of the housing developed around the jobs created through the industrial revolution. This remains true today as the neighborhoods are surrounded by a concentrated job crescent with over 200 businesses and 10,000 jobs. A hundred years after the first European immigrant came to Dayton, the area continues to welcome immigrants to the neighborhood. Between 2008 and 2012 housing activity primarily by Ashika Turkish refugees spurred significant housing investment in the community.

On May 27, 2009 fourteen tornadoes ripped through the Miami Valley region destroying over 1,000 units of affordable housing for working families, much of it rental. The Greater Old North Dayton area was severely impacted by this storm with over 350 residential units damaged and 21% completely destroyed. Through the effort of the local recovery effort and the leadership of the Old North Dayton Neighborhood Association, many homeowners have received assistance in repairing their homes. Despite these valiant efforts, there continues to be a need for quality affordable housing in the area. In recent planning work, neighborhood residents cited poor quality rental housing as one of the community’s greatest challenges.

Challenges
- More housing is needed in Dayton, especially in Old North Dayton, which has a growing family and immigrant population.
- Tornado damage to housing stock with over 1,000 rental units lost regionally.

Opportunities
- Underutilized St. Stephens site.
- Adjacency to Kiser Elementary School.
- Troy Street Business District.

What is Mixed-Income Housing?

Mixed-income housing is typically rental housing that serves individuals and families at a range of incomes. Ideally, it includes:
- At least 33% market-rate units.
- Units affordable to workforce.
- Units reserved for lower incomes.

New mixed-income housing increases values of the surrounding properties and brings new amenities to neighborhoods.

RECOMMENDATIONS

- Identify development partner to work with the Archdiocese of Cincinnati to gain site control of the St. Stephens parcel.
- Engage Old North Dayton leadership in design and development of housing.
- Lead a proposal to extend Mack Avenue through to Troy St as a pedestrian friendly central address for new development.
- Work with the existing residents on Mack Avenue to identify what amenities they need that could be provided within the new development.
- Create pedestrian crosswalks, with pedestrian activated flashing signals at the new intersection of Mack Avenue and Troy Street to ensure safe crossing to Kiser Elementary School.
- Build a mixed-income housing development of scale (>50-60 units) on the site.

Mixed-Income Housing Design

Mixed-income housing should be designed to fit into a neighborhood context and to look like the typical housing types and styles in the surrounding neighborhoods or neighborhoods that residents admire. Guidelines for design could include:
- All buildings, with up to 12-units per building to minimize long corridors and an impersonal feel.
- Private outdoor space for units (porches, stoops, and balconies).
- Shared outdoor space for residents (play areas, barbecues, community gardens).
- Demenly sized units with market-rate amenities (in-unit washer and dryers, open floor plans, quality materials).

DEVELOPMENT PROGRAM FOR KEOWEE FLEX EMPLOYMENT

- 60+ new mixed-income housing units in 3-story buildings and townhouses
- Extension of Mack Avenue to Troy Street
- Small play areas for children and families

Troy Street today, with St. Stephens Church on the left and Kiser School on the right

Troy Street as it could be in the future with new mixed-income housing

Potential site plan showing the St. Stephen's property redeveloped with mixed-income housing
View looking south on Troy Street, with new mixed-income housing on the left and Kisor School across the street on the right.
Old North Dayton: Valley Street Corridor

OVERVIEW

The Valley Street Corridor has been the focus of planning attention and investment over the past 5 years. The DaVinci Project partners invested in streetscape along Valley Street and projects are currently underway. Anchor institutions, like Dayton Children's Hospital, Ronald McDonald House, and other organizations, have focused on placemaking and serving a visiting population of patients and families. There are opportunities to build on the work that has been done and better connect this area to the rest of Old North Dayton.

Challenges

- The uses on Valley Street are primarily institutional. More diversity in housing and retail would help activate the street.

Opportunities

- New Children's Garden has been constructed across from the hospital and adjacent to the Ronald McDonald House.
- Visitors, patients, and their families don't often patronize businesses on Troy Street — the connections could be improved.
- The node at Troy and Keowee Street could be enhanced with mixed-use, mixed-income housing, and trailhead spaces to create more connectivity to the river trail network and downtown.

RECOMMENDATIONS

Ronald McDonald House Expansion

The Ronald McDonald House Charities Dayton (RMCD) is in the process of fundraising for two phases that would expand the facility to 35 rooms. As Troy Street becomes more of a destination, the staff at RMCD would continue to direct parents and families to Troy Street down Chapel Street for dining, groceries, coffee, and other amenities.

The Point and Valley Street Realignment

The realignment of Valley Street at Keowee Street is under construction. Once complete, the current segment of Valley Street will close and the new road will allow for park expansion. The road expands the park space providing an opportunity to celebrate the cultural amenities within (such as the war memorial) and create better connections to downtown. This node will become a hub of outdoor activity around Whitewater Warehouse, a connection to the trail system, a mixed-income housing opportunity close to Downtown, and a place for activation with food trucks for outdoor gatherings. Next steps would include:

- Shift the current segment of Valley Street, adjoining adjacent park spaces.
- Reconfigure the City-owned gravel parking lot adjacent to Whitewater Warehouse with power and hook-ups for food trucks, and movie projection and connection to the trailhead to the Mad River Trail.

The new Children's Garden on Valley Street, across from Dayton Children's Hospital.

Examples of the new streetscaping along Valley Street.

Concept and engineering plans for Valley Street realignment at The Point.
- Open this social distancing outdoor gathering space as an early-action project to serve the Old North Dayton community during 2020 and 2021.
- Build new market-rate housing, mixed-use, and amenities north of the new segment of Valley Street that would serve both a Downtown and Old North Dayton market.

New Housing Across from Dayton Children’s Hospital
There are several undeveloped lots along Valley Street that would be ideal for housing. This housing could serve families with an interest in being near the hospital, employees of the hospital and its affiliates, and other Old North Dayton residents. Housing could include a range of types:
- Townhouses
- Small walk-up mansion apartments and/or condominiums
- 3-4-story multifamily buildings
- Renovated loft and warehouse buildings.

Illustrative plan of possible development along Tony Steen Way

Plan showing possible housing development at Valley

Parking lot adjacent to the Whitewater Warehouse that could be activated as a socially distanced park with movie screens, food trucks, picnic tables, and other movable furniture
DeWeese Neighborhood

OVERVIEW

The DeWeese neighborhood is a wooded mid-century community located along the Stillwater River. It is well-connected to the city's rivers, bike trails, parks, and downtown. The neighborhood is picturesque and contains many amenities. The community promotes itself as an urban forested neighborhood only five minutes from downtown. It is home to Wegorzyn Gardens MetroPark and its Children's Garden which are operated by Five Rivers MetroParks and are popular regional attractions. One of the city's largest parks, Triangle Park, is located at the southern edge of the neighborhood. DeWeese Parkway attracts many pedestrians and bicyclists along its pathways. Ridgecrest Park, a neighborhood park, sits in the neighborhood's northern half. The Boonshoft Museum of Discovery, the region's well-attended science museum, has been located in the neighborhood since 1958. The Dayton Playhouse, a community theatre in existence since 1959, is on the grounds of Wegorzyn Gardens MetroPark. Baseball games are played at Howell Field at the base of Triangle Park. The city-operated outdoor Jim Nichols Tennis Complex, which includes the city's only public clay courts, is houses on DeWeese Parkway. Residents appreciate this wealth of amenities and have preserved the neighborhood's unique character which help make DeWeese a diverse and highly desirable neighborhood for families.

Challenges

- Parts of the DeWeese neighborhood (houses and trees) were damaged in the 2019 Memorial Day EF4 tornadoes.
- Removal costs of tornado-damaged trees continue to burden the neighborhood.
- While many tornado-damaged properties have been repaired in the 18 months following the tornadoes, there are some properties that have yet to be repaired, prompting concerns that some owners who may have been under-insured will be unable to rebuild and/or repair.
- Triangle Park and DeWeese Parkway form part of the ring of park space surrounding greater downtown; city resources to maintain, manage, and enhance these parks spaces are limited.

Opportunities

- Continue to enhance the livability of the DeWeese neighborhood.
- Implement the recommendations contained in the Dayton Riverfront Plan for the Cultural Corridor (for which the neighborhood is a part), Triangle Park, and DeWeese Parkway.

View looking south on DeWeese Parkway with homes on the left and the greenway and river on the right.

Intersection to be reconfigured to allow for both right and left turns.
RECOMMENDATIONS

DeWeese is a stable residential neighborhood. Recommendations are focused on modest enhancements that might add more value to this already viable neighborhood.

- Support and assist in the implementation of the Dayton Riverfront Plan's Cultural Corridor recommendations.
- Transfer the operation and maintenance of Triangle Park and DeWeese Parkway to Five Rivers MetroParks to support and assist in the implementation of the recommendations for these parks contained in the Dayton Riverfront Plan.
- Support the implementation of Five Rivers MetroParks' master plan for Wegerzyn Gardens MetroPark.
- Continue to operate, maintain, and enhance Howell Field, the Jim Nichols Tennis Complex, and the DeWeese Parkway recreational paths.
- Install family-friendly play equipment at Redwood Park and support neighborhood efforts to return this park to attractive, inviting, and active neighborhood use.
- Reconfigure the exit from the Boonshoft Museum of Discovery to permit a right turn onto DeWeese Parkway.
- Monitor the status of repairs, insurance claims, and the stability of homes damaged by the 2019 tornadoes; direct resources where needed.
- Replace lost trees throughout.

Example of tornado damage sustained in DeWeese

Typical 1-story well-maintained residence in DeWeese in wooded area

The Children's Garden at the Boonshoft Museum of Discovery

Entrance to the Boonshoft Museum of Discovery

Details on the Riverfront Plan in regards to DeWeese
NEIGHBORHOODS SOUTH OF THE MAD RIVER

Located between Downtown and Wright-Patterson Air Force Base, this growing community features historical architecture and critical arterials.

INTRODUCTION

Just south of the Mad River and directly east of Downtown Dayton lies the five neighborhoods of Springfield, Historic Inner East, Burkhardt, Wright View, and Eastern Hills. Notable for extensive and expansive corridors connecting Downtown to the Wright-Patterson Air Force Base, the area boasts a rich fabric of historical residential architecture in varying stages of renovation and redevelopment. Many of these residential neighborhoods are bordered by relatively low-performing commercial and light industrial corridors that are in the early stages of revitalization, mostly spearheaded by small local restaurants, artists, and start-ups. The region is also bisected by an out-of-service rail line originating in Downtown and ending in the City of Kettering just south of Dayton’s city limits.

Historic Inner East and Burkhardt are the two westernmost neighborhoods in this area, directly adjacent to Downtown’s popular Oregon District. Within these neighborhoods, two districts on the National Register of Historic Places, St. Anne’s Hill and Huffman, boast some of the most iconic and well-restored residential architecture in the city. Both historic districts were built up primarily between 1860 and 1880 with very minimal changes since, preserving both high-style and vernacular Gothic Revival, Italianate, Second Empire, and Queen Anne style homes, amongst other Victorian-era styles. For about a century, many of these homes lay vacant and began to decay; however, the last decade has seen an influx of residents to the area and the restoration of many of these architecturally-significant places. The focus of these neighborhoods is to enhance their position as thriving historic districts by building upon existing investments to generate additional market momentum to stabilize neighborhood values and market position. With its base of active investors and owners, positive market perception, and strong neighborhood leadership, identifying blighted properties for redevelopment and moving forward with new construction is a realistic objective.

The two neighborhoods to the east, Wright View and Eastern Hills are mostly single-family residential and sustained a larger population than Historic Inner East and Burkhardt. Many of the homes here were built after World War II, with smaller footprints on narrower lots, as was typical at the time. Eastern Hills also features the only grocery store in this geography.

Springfield, the northernmost neighborhood, is bordered by the Mad River to the north and contains mostly light industrial and office uses. Much of the commercial activity in this region is concentrated on two arteries: E. Third Street and E. Fifth Street, parallel east-west streets that connect West Dayton and Downtown to the Wright-Patterson Air Force Base.

East Third Street

For about half a mile, E. Third Street extends from Downtown with two wide lanes in each direction with a turning lane and unmarked parallel parking lanes on either side of the street, adding up to a hundred foot right-of-way. A traffic study is needed, but the street is likely oversized for the volume of traffic it handles and it leaves very little room for pedestrians. Businesses such as Taqueria Mixteca, DK Effect, Giacino’s Pizzeria, and others have a significant setback with surface parking in the front. As a result, E. Third Street has a suburban feel, despite the fact that it is relatively close to downtown.

Reuse of E. Third Street has been looked at in a number of studies and plans, including design charrettes in collaboration with the University of Dayton.
The intersection at E. Third Street, Linden Avenue, and Springfield Street joins at acute angles, creating a confusing and dangerous traffic pattern that leaves very little space for pedestrian crossings. The buildings that surround this intersection are, for the most part, older building stock and iconic in the area but sit vacant. Many residents refer to these buildings by the businesses that formerly existed there, including a market, an ice cream shop, and others. The unique nature of this intersection and the rich history embedded in the buildings present a unique opportunity for focused placemaking efforts.

Linden Avenue, which splits off of E. Third Street and heads southeast, contains some of the most well-maintained historical residences in Dayton. Located in the Huffman Historical District, some of the houses along Linden Avenue were built by William P. Huffman himself around 1870 and 1890 for his wealthy family. Today, residential areas along Linden Avenue and other streets in the Huffman Historical District are largely occupied, while many commercial buildings nearby are vacant.

Moving south, E. Fifth Street is another major arterial connecting Downtown Dayton and the eastern part of the city. Originating in the popular Oregon District, E. Fifth Street continues some of the momentum with institutional landmarks including Stivers School for the Arts and Bonhoffer Park before emerging as a relatively vibrant small business district. Businesses including Gem City Carfe, Fifth Street Brevue, Missing Peace Art Space, and St. Anne The Tart have all emerged within the last decade and occupy well-maintained historic storefronts, contributing to the neighborhood atmosphere. Despite the pleasant architecture along this corridor, E. Fifth Street itself is a heavily trafficked street with few stop signs or pedestrian crossings. As more businesses and residents enhance this growing business district, speeding cars could also prove dangerous for pedestrians.

The area surrounding E. Fifth Street, the St. Anne’s Hill Historical District, features more grand residential architecture and is notable for its German heritage. With its proximity to the Oregon District, this neighborhood has been well-maintained by residents for about two decades and features examples of Second Empire, Romanesque, and Queen Anne style architecture built between 1860s and the 1890s. Today, St. Anne’s Hill has one of Dayton’s strongest and most active historic districts and is committed to continued revitalization throughout the neighborhood.

The Flight Line
Dayton and the Miami Valley region has the largest connected paved trail system in the country with approximately 340 miles of connected and paved off-street trails, linking over forty communities.

The Flight Line is a proposed project that would convert an out-of-service Norfolk Southern rail right-of-way into an urban bikeway with elevated segments, similar to the High Line in New York City or the 606 in Chicago. The Flight Line would connect downtown Dayton to the Historic Inner East neighborhoods and eventually connect to the Creekside Trail/Iron Horse Trail intersection three miles east of Downtown.

The neighborhoods east of Downtown and south of the Mad River have the opportunity to benefit from the ability to connect to the trail. While planning-to-date has focused on the design of the trail amenity itself, this plan explores the economic development opportunities for the neighborhoods at key nodes along the Flight Line.

Key Takeaways
To build off of the success of Downtown revitalization, these neighborhoods should focus on making use of the excess street pavement to enhance the pedestrian experience and support the existing businesses. Committing arterials and corridors to pedestrian-oriented commercial and recreational activities will help to visually connect the region to Downtown and spur additional economic development and demand.

Nodes Along E. Third Street
Workshop plan that focuses on three key nodes along E. Third Street for streetscape improvements, crossings, and retail enhancements.

View of E. Third Street transformed
Historic Inner East: E. Third Street Corridor

OVERVIEW

The E. Third Street Corridor is notable for its proximity to Downtown Dayton and connectivity to Wright-Patterson Air Force Base, historic homes along Linden Avenue, and a strong community in the surrounding the Historic Inner East Neighborhood and the St. Anne's Hill and Huffman Historic Districts. Neighborhood associations here are actively engaged and interested in participating in street and neighborhood improvements.

Challenges
- The right-of-way is oversize at approximately 100 feet wide.
- Setbacks vary from 60 feet to 0 feet.
- Some property owners are not interested in participating in redevelopment or reuse of their lots.

Opportunities
- Small businesses like Giovino's Pizzeria, DK Effects, Taquería Mixteca, Laundromato, and Taquería García Móvil are well patronized by community members and loyal customers city-wide.

- The oversized street can be narrowed from four to two travel lanes, leaving space for creative pedestrian friendly uses—on-street parking with curb bump-outs, bicycle lanes, sidewalks, and trees planted in planting strips.
- Many of the solutions for E. Third Street can be implemented inexpensively in the short-term with road paint.

RECOMMENDATIONS

General
- Narrow E. Third Street from four travel lanes to two travel lanes with on-street parking defined by curb bump-outs.
  In the short term, use paint and striping to narrow the street and to add bike lanes or a cycle track.
  Use paint to draw bump-outs that define on-street parking and expand outdoor dining area for restaurants where deemed necessary.
  Use paint to create wide, artful crosswalks and a painted median where the left-turn lane is not necessary.
  In the longer term, put permanent bump-outs, crosswalks, and medians where temporary installations were.
- Enhance the pedestrian realm along E. Third Street wide wider sidewalks where possible and adding street trees.
E. THIRD STREET EXISTING CONDITIONS

Option 1: Bike lanes next to curb
Option 2: Bike lanes inside on-street parking
Option 3: Cycle track on south side of the street

Existing E. Third Street at June Street
Dutoit Street Node

Dutoit is not only a significant street in the St. Anne’s Hill Historic District, but it is also a node of neighborhood activity and will be an access point to the Flight Line in the future.

- Add raised or emphasized pedestrian crossings at Dutoit Street.
- Add a pedestrian actuated flashing signal.
- Add signage for the trailhead to the Flight Line.
- Design safe bicycle movements at the intersection.
- Formalize empty lots that are used for neighborhood events.

June Street Node

June Street is the location of a lot of pedestrian activity, with Historic Inner East residents walking to the local restaurants, Mike’s Bike Park, and Laundromato. Improvements should be focused on placemaking for the businesses and pedestrian safety.

- Add bump-outs to protect parked cars and emphasize major pedestrian crossings.
- Paint or create a stamped pedestrian crossing at June Street.
- Add a pedestrian actuated flashing signal.
- Use potted trees and plants to help define outdoor dining areas and parking lots.

Linden Avenue Node

The intersection of Linden Avenue, E. Third Street, and Springfield Street has a collection of notable mixed-use and small commercial buildings that form a node that many have indicated should be reactivated with restaurants, cafes, entertainment, and art-focused uses.

- Add bump-outs to protect parked cars and emphasize major pedestrian crossings.
- Paint or create a stamped pedestrian crossing across all segments of the intersection.
- Work with property owners and interested business operators to coordinate an on-street and off-street parking strategy.
View of new E. Third Street section and streetscape (looking west)
Historic Inner East and Burkhardt: The Flight Line

OVERVIEW
All three key nodes highlighted in this document can harness the market potential of the Downtown revitalization. The intersection of the Flight Line with Dutoit Street provides the first on-grade location for users heading east on the trail, presenting the opportunity for this location to be a gateway to the Historic Inner East and Burkhardt neighborhoods. The intersection of the Flight Line with Huffman neighborhood has the ability to enhance an existing open space. The node furthest from Downtown is prime to convert two formerly industrial sites into mixed-income housing and maker spaces for the community.

DUTOIT STREET
Challenges

- Safety of cyclists and joggers interacting with vehicular traffic at Dutoit Street.
- Creating a sense of place with the non-pedestrian-focused industrial uses surrounding the location.

Opportunities

- Proximity to Stivers School, E. Third Street commercial spaces, and the Front Street Galleries.
- Rehabilitation of live-work building into another use.
- Gateway to the Historic Inner East neighborhoods and by extension the foot traffic and market opportunities.

Recommendations

- Raised crosswalk and signal for trail to alert drivers.
- Open Space.
- Commercial node at trailhead with amenities including a water fountain, bike rack, and bicycle repair station.
- Nine for-sale townhouses.
- Rehab of historic live-work spaces into commercial use.
- Conversion of 112 Dutoit into loft housing either as rental or for-sale.

Illustrative plan showing three nodes along the Flight Line

Vision for the Flight Line at Keowee Street

Existing conditions at Keowee Street
HUFFMAN AVENUE

Challenges
- Complex intersection geometries of Huffman and Hamilton Avenues where they meet E. Fifth Street.
- Maintaining access to all parcels if the park is expanded.
- Crossing E. Fifth Street on the Flight Line.

Opportunities
- Open space with large mature trees and the historic Carnegie Library building, currently in use by the St. Mary Development Corporation.
- Vacant residential parcels.
- E. Fifth Street has a vibrant commercial uses to help activate this space.

Recommendations
- Vacate Huffman Street west of Columbus Street and vacate Bolten Street north of Hamilton Avenue to increase the park size.
- Create a trailhead, seating, shade pavilion, and playground.
- Opportunities for adaptive reuse on the north side of E. Fifth Avenue.

Location Map
HUFFMAN AVENUE

Challenges:
- Complete the demolition of the heavily damaged Hewitt Soap Factory Building and find a partner to redevelop the parcel.
- Connect to the proposed Flight Line trail elevated significantly above the grade of Huffman Avenue.

Opportunities:
- Vacant parcels and multiple underutilized parking lots.
- David-Linden building recently redeveloped into maker space.

Recommendations:
- 100 Multi-family units on underutilized and vacant parcels.
- Trailhead with playground and switchback access to trail.
- Potential for small footprint commercial use at trailhead.

Illustrative Plan showing potential housing and retail development at the Linden Avenue node

Existing condition at the future Flight Line crossing at Linden Avenue (looking northwest)

The renovated Davis Linden Building at the Linden Avenue node
View of the Flight Line at the Dutchtown node with new housing and a small restaurant or café with outdoor dining.

Restaurant with outdoor dining

Trailhead and Dutcht

crossing

Townhouses facing the Flight Line

Renovated industrial buildings for housing
Neighborhood Stabilization: Burkhardt and Eastern Hills

OVERVIEW

The neighborhoods further east are a mix of stable residential areas like Wright View and other neighborhoods that are in need of reinvestment. The growth and strength of Historic Inner East, together with the proposed development of the Flight Line, will increase the quality of life and economic opportunities in these neighborhoods.

Challenges
- Challenged economics and relatively low market values.
- Houses and buildings in need of repair and/or renovation.

Opportunities
- These neighborhoods will eventually tie into the Flight Line, providing new, unparalleled access to the Iron Horse and the Creekside Trails.
- Vacant and under-valued land presents opportunities for affordable homeownership, creative businesses, and assembly of land for community-led amenities projects.

RECOMMENDATIONS

Burkhardt and Eastern Hills

Huffman has seen significant investment in both the residential and commercial sectors providing stability to the neighborhood organically, without subsidy.

- Burkhardt can build on the success of Huffman, but success will necessarily look different because the neighborhood fabric is also different.
- The Springfield/Burkhardt neighborhood organization has previously not been very active—a goal of the neighborhood should be to start meeting regularly and working with the Huffman and St. Anne’s Hill associations to determine potential joint projects and action items.
- Burkhardt may become a future priority for the Montgomery County Land Bank and City to collaborate on.
- Identify access points and potential coordinating development projects along the Flight Line to bring economic opportunities to these neighborhoods.

Springfield

- Pursue safe pedestrian and bicycle access to the Mad River and improve crossings over the river, especially at Stanley Avenue/Findlay Street connecting to the Old North Dayton and McCook Field neighborhoods.

Additional neighborhoods south of the Mad River in the Northeast vision area

Plan of proposed development
RIVERS AND OPEN SPACE CORRIDORS

The Northeast neighborhoods are nestled between the Stillwater, Great Miami, and Mad Rivers in the Cultural and Technology Corridors.

RIVERFRONT PLAN IN NE DAYTON

In 2018, the City of Dayton (in partnership with Five Rivers MetroParks, Miami Conservancy District, Downtown Dayton Partnership, Miami Valley Regional Planning Commission, Montgomery County, and Greater Dayton RTA) adopted the Dayton Riverfront Plan, a comprehensive vision for the City's waterways. The Dayton Riverfront Plan recognizes the potential of the City's waterways to enhance regional vibrancy, livability, and economic vitality over the next twenty years. Dayton continues to build on the research, planning, and visioning of the Riverfront Plan as it looks to better connect residents with the rich cultural and recreational opportunities and activities that the riverfronts offer.

Established and Emerging Strengths

The Northeast Dayton neighborhoods connect to well-established amenities and parks in the Cultural District, including DeWeese Park, Triangle Park, Island MetroPark, the Boonshoft Museum, the Kroo Center, and Kettering Field. Along the Mad River, the Technology Corridor encompasses economic strength with employment hubs—Dayton Children's Hospital, Wright Patterson Air Force Base (WPAFB), the Springfield industrial corridor, and the emerging Tech Town that is adjacent to Downtown.

Connecting the Community

The Riverfront Master Plan provided a high-level vision to determine how Dayton might celebrate the diversity of its many riverfronts. The Northeast Neighborhoods Vision dove deeper into implementation strategies to tie these amenities to the neighborhoods and improve access.

NORTHEAST CORRIDORS

Cultural Corridor

The neighborhoods of McCook Field and DeWeese connect to the Cultural Corridor along the Stillwater River. These neighborhoods benefit from strong cultural institutions and established parks. This plan supports and expands on the recommendations in the Riverfront Plan.

Technology Corridor

The Technology Corridor flanks the Mad River as it stretches to the east. In the past and today, the corridor has been home to industrial and employment uses. Historically, for this reason, access to the river and the environmental health of the river itself has been challenged. The Riverfront Plan is explicit in its recommendations to restore habitat and water quality while improving pedestrian, bicycle, and boating access to the Mad River. Webster Station Landing, the new open space at TechTown connects the area's industrial past with the riverfront and park system.
Cultural Corridor: The Stillwater River

Overview

The Stillwater River Corridor is home to many of Dayton’s great open spaces and cultural amenities. DeWeese Parkway runs along the Miami and Stillwater Rivers from Downtown to beyond the city limits, terminating at Shoup Mill Road. The DeWeese neighborhood benefits from access to this extensive trail network and open space system on the east side of the Stillwater River. A wealth of community assets including Triangle Park, Island Metro Park, Kettering Field, and the Kroeg Center could be better connected to the McCook Field neighborhood and Downtown.

Challenges

- Access to Kettering Field from North Bend Boulevard brings traffic near the river where pedestrians should be the primary mode and user.
- Access to Kettering Field and the river corridors from McCook Field is not a pleasant walking experience.

Opportunities

- Enhancements to the pedestrian experience along the Great Miami River Trail.
- Improve the Keowee underpass at I-75 making it safer and more comfortable for residents walking to the parks.
- Even though DeWeese Park and the Stillwater River Recreation Trail serve this side of the river well, there is an opportunity to extend DeWeese Park to the west side of the Stillwater River to connect these neighborhoods towards the Northwest neighborhoods.

Recommendations

This plan builds on the recommendations of the Riverfront Plan, including:

- Expand DeWeese Park to the west side of the river with landscaping and trails along Riverside Drive and connect with a loop, according to the Riverfront Plan (connection from existing park to planned park in Northwest, dependent on traffic studies required re: Riverside Drive).
- Establish an image/brand for the Cultural Corridor as a regional destination, according to the Riverfront Plan.
- Align the operations of public open space all throughout the corridor (between Five Rivers Metro Parks and City of Dayton Recreation & Youth Services and Public Works).
- Kettering Field should be enhanced with multi-use sports fields, historic interpretive art and signage, and naturalized areas.
- The Keowee underpass at I-75 should be lit with LED lights to improve the McCook Field neighborhood’s access to the rivers.
Cultural Corridor:
North Bend Boulevard and Deeds Point

OVERVIEW
Deeds Point represents a unique development opportunity, with access to the trail system, views of Downtown, and high visibility. Currently, there is a popular dog park at Deeds Point. North Bend Boulevard is a vehicular access road with an adjacent trail but is envisioned to become a pedestrian-centric promenade in the future.

Challenges
- Access to Kettering Field from North Bend Boulevard funnels onto a busy road along the river but should focus on pedestrians, the primary mode and user.
- Access to Kettering Field and the river corridors from McCook Field is not designed inviting to pedestrians.
- Access to Deeds Point for development is complicated—the Deeds Park Driveway is immediately adjacent to the I-75 Webster exit ramp.

Opportunities
- North Bend Boulevard could become a pedestrian promenade, as has been envisioned in the Riverfront Plan and the DaVinci Transportation Strategy.
- Any new development at Deeds Point would be highly walkable, visible, and well-connected.

RECOMMENDATIONS
North Bend Avenue
- Close North Bend Avenue at Helena Street for a pedestrian promenade.
- Add trees and lighting to enhance the pedestrian feel.
- Provide signage to downtown and riverfront amenities.

Deeds Point
- Work with potential developers to ensure compatible uses with northeast neighborhood plans and Webster Station.
- Maintain pedestrian access to Kettering Fields and downtown.
Technology Corridor:
The Mad River

OVERVIEW
Since the late 1800s, the Mad River corridor has been a major industrial and manufacturing area in Dayton. Industries that provided supporting materials and components for the Wright Patterson Air Force Base expanded and thrived along the corridor. Many of the heavy manufacturing uses transitioned to light industrial and technology. In 2009, Tech Town was established to attract and serve the needs of technology and innovation-driven firms, and it has successfully helped to generate entrepreneurship and economic development in this area.

The Mad River has been impacted by pollution, erosion, and low dam impoundments that have affected water quality and aquatic habitat. However, clean-up efforts and government regulations have improved the river’s health in recent years.

Challenges
- Long stretches of riverfront exist without connections across the Mad River or access points to reach the river’s edge.

Opportunities
- Expand wildlife and plant habitats and planting diversity.
- Improve access to the river corridor, especially for the neighborhoods south of the Mad River.
- Use low-impact development and sustainable stormwater management strategies.

RECOMMENDATIONS
Because access to the Mad River has historically been cut off from the surrounding neighborhoods, there is a significant opportunity to connect and enhance this underutilized amenity. Recommendations include:

- Improve and expand pedestrian, bicycle, and boating access to the Mad River:
  - Create additional places for paddling put-in/take-out.
  - Develop additional formal and informal ADA compliant access points and locate access points to balance access with habitat preservation.
- Connect to Mad River Bikeway from surrounding neighborhoods at key connector streets (Valley St, Keowee St, Stanley Ave., Findlay St., and Hardman Rd.).
  - Create a better bicycle and pedestrian connection at Stanley Avenue to connect the neighborhoods north and south of the Mad River.
  - Connect from the planned Flight Line to the Mad River Trail.
- Transition responsibility for the public open spaces along the Mad River to Five Rivers MetroPark via long term leases.
- Implement green infrastructure for stormwater management and wellhead protection in all developments and where possible within existing properties.

RIVERFRONT PLAN ACTIONS
- INSTITUTIONAL
- TRAILS
- EXISTING COMMERCIAL
- HISTORIC AND PEDESTRIAN CONNECTIONS

NORTHEAST NEIGHBORHOOD VISION
- URBAN AND NEIGHBORHOOD DEVELOPMENT
- TRAVEL PLANS
- TRAILS AND ACCESS

IMPROVED BIKE CONNECTION AT STANLEY AVE, (N) FINDS AV
CONNECT FROM THE PLANNED FLIGHT LINE TO THE MAD RIVER TRAIL

FACILITIES, OPEN SPACE, AND ENVIRONMENT
- "THE POINT" OPEN SPACE IMPROVEMENTS
- WATER INFRASTRUCTURE FOR STORMWATER MANAGEMENT
- HISTORIC AREA ENHANCEMENTS AND RESTORATION
- IN-RIE IMPROVEMENTS TO ENHANCE FISHING AND RIVER HEALTH

TRANSPORTATION, TRAILS, AND ACCESS
- UPSCALE STREET, HISTORIC RESTORATION IMPROVEMENTS TO MAD RIVER
- TRAIL ACCESS TO COMPO STREETS AND CONNECUTIONS TO PARKE TRAILS
- MULTI-MODAL CONNECTION BETWEEN DOWNTOWN AND AIRPORT
IMPLEMENTATION

Northeast projects generally follow the corridors, with opportunities to invest at visible nodes, connecting places in need of investment with anchors and areas of strength.

POLICY OBJECTIVES

Build on the success of downtown drawing vibrancy north and east.

As Downtown increasingly becomes a more vibrant and walkable neighborhood for the entire Dayton region, McCook Field, Old North Dayton, Historic Inner East, DeWeese, and Burkhardt can build on that economic strength. Investments in destinations and connectivity to Downtown to Webster Street, Kettering Field, E Third Street, and Troy Street, in particular, are important. South of the river, the Flight Line will play a critical role in continuing to create value and amenities in the eastern neighborhoods. The new trail and development around it will make these neighborhoods more valuable and help to stabilize. However, it will be important to also put policies in place to protect affordability, such as shared ownership housing, affordable housing requirements, support for ethnic business, and food incubators, and expanding homeownership for minorities.

Direct funds into projects that will support existing small businesses and local investment.

The Northeast neighborhoods are home to many small, locally-owned businesses that reflect the diversity of the residents. Restaurants, grocery stores, cafes, food trucks, light industrial and production, and other businesses enrich these neighborhoods. Even before COVID-19, placemaking was envisioned to help these businesses thrive. Following the pandemic, these businesses can benefit even further from, create tactical placemaking that increases outdoor dining and other outdoor socially-distant activity and provides on-street parking.

Incentivize new mixed-income housing options on both sides of the Mad River.

All neighborhoods need regular investment in housing renovation and new construction to maintain a healthy balance of naturally affordable, aging housing, new home ownership opportunities, and quality rental options, at a range of incomes. The neighborhoods in northeast Dayton would benefit from new housing options. In McCook Field and Old North Dayton, where the May 2019 tornadoes caused the majority of the damage in the city limits, there is a need for replacement housing. The neighborhoods serve a very diverse ethnic population and many families. Incentives should be structured to partner with developers to create low- and mid-density housing at The Point, across from Kiser Elementary, and across from Dayton Children’s Hospital. South of the Mad River, new housing should be constructed along the Flight Line at two nodes — Dutoit and Linden Avenue.
PRIORITIZATION

Tactical Urbanism Low-Cost Streetscapes
As traffic has been reduced on already oversized streets, like E. Third Street, a unique opportunity presented itself to prototype road diets with tactical urbanism and low-cost streetscape transformations. Many of these opportunities on E. Third Street, Troy Street, and other corridors in the northeast area should rise in priority for City funding to implement placemaking efforts as soon as possible. Making spaces for outdoor dining, parklets, delivery pick-up, and other adaptations also supports the small local establishments in these neighborhoods as the transition. The City has already piloted these efforts with downtown restaurants in response to the COVID-19 pandemic. Lessons from these experiences should be brought to neighborhoods.

Celebration and Protection of Diversity
The northeast neighborhoods are rich in ethnic and income diversity. The neighborhoods are home to immigrant communities that have contributed significantly to the stabilization and reinvestment in Dayton’s neighborhoods. More than ever, the celebration and protection of that diversity, including expanding homeownership for minorities, should be a priority for early phase investment.

NEXT STEPS

Match the Zoning to the Vision
Vibrant corridors, with commercial, employment, recreation, and residential uses and comfortable pedestrian realm must be made possible by the underlying by-right zoning. Residential density for each of the housing opportunity sites should be aligned with 3- to 4-story heights where appropriate and one parking space per unit. Existing districts that cap density at 14-units to the acre or require 1.5 parking spaces per unit often would preclude this vision and opportunities for critical infusions of new housing.

High parking ratios, deep setbacks, or low building height requirements should be reviewed and revised along the corridors featured in this plan.

Ensure Commitment
The detailed plan should be shared with additional community members, stakeholders, special interest groups, and elected and appointed officials. Once it has broad-based support and the four quadrants’ plans also do, they will be combined into a single city-wide document. The City of Dayton’s new comprehensive plan. The document should be taken through the Planning Board and City Commission approval process and formally adopted.

There has been a good amount of planning activity in the Northeast neighborhoods to date. Partnerships between the City, Five Rivers MetroParks, institutional partners like Dayton Children’s Hospital, property, and business owners will ensure that as redevelopment occurs, that it accomplishes the placemaking and strategic goals laid out in this vision. This includes streetscape improvements, new development, and programming.
# McCook Field: Kettering Field and Keowee Street Gateway

## Implement the NFL Artificial Turf Field

<table>
<thead>
<tr>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Build the NFL Field</td>
<td>NFL</td>
<td>Complete</td>
<td>NFL</td>
</tr>
<tr>
<td>2. Improve Brunson Drive as a park drive, to include head-in parking areas to serve the new NFL field</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
</tbody>
</table>

## Kettering Field Improvements

<table>
<thead>
<tr>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Develop a C.D.-level implementation plan for the park improvements, including natural areas, active play fields, trails and walkways, and a park entry feature at E. Hembree and Keowee Street</td>
<td>City</td>
<td>0-3 years</td>
<td>City (C.A.F.I.)</td>
</tr>
<tr>
<td>4. Redirect the on-street bike lanes on E. Hembree Street into a two-way mix-use path in Kettering Field</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td>5. Transform N. Bond Boulevard into a pedestrian promenade, according to the Dayton Riverfront Plan (stream, engineer, and foods)</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td>6. Re-direct southern parking lot on N. to enter off of E. Hembree Street</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
</tbody>
</table>

## Keowee Flex Employment Development

<table>
<thead>
<tr>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Acquire 4 Keowee parcels between Barwick St &amp; E. Hembree St</td>
<td>Montgomery County Land Bank</td>
<td>0-3 years</td>
<td>Land bank</td>
</tr>
<tr>
<td>8. Acquire/Assemble the Keowee parcels north of Barwick St for development</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>9. Develop prototype buildings and construct Phase 1</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>10. Street improvements along N. Hembree to recreate on-street parking adjacent to development</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
</tbody>
</table>

## Stanley Avenue Production District Branding

<table>
<thead>
<tr>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Organize business and property owners of Stanley Avenue (as a subset of GONDA) to discuss support that would be helpful in creating a district over the next 10 years</td>
<td>CityWide GONDA</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td>12. Hire a branding firm to create a unique identity/brand for the Stanley Avenue employment uses that celebrates their unique building type, architecture, and clustering - advertise</td>
<td>Property owners</td>
<td>0-3 years</td>
<td>Private capital/ Philanthropy</td>
</tr>
</tbody>
</table>

*Refer to full framework plan or individual project plans for detailed images of projects.*

- **Dark grey**: Initiatives to be implemented by City Partners
- **Light grey**: Initiatives to be implemented by the City
# McCook Field: Webster Street Corridor

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEBSTER STREET STREETSCAPING PROJECT</td>
<td>Add bump-outs at key corners/locations to define on-street parking, add light poles and trees where possible</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td>ARTIST HUB AT THE CRYSTAL RUG BUILDING</td>
<td>Partner with owner of the Crystal Rug building and the tenants to formalize an artist hub; conduct branding and recruit additional tenants, create a central gallery/exhibition space</td>
<td>Private Owner</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>LED LIGHTING AT THE UNDERPASS</td>
<td>Design and implement LED lighting at the State Route 4 underpass to create a more welcoming gateway and continuous connection to downtown and the new Webster Street Bridge</td>
<td>City/Citywide</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td>COMMERCIAL AND RESIDENTIAL FACADE GRANT PROGRAM</td>
<td>Offer facade grants to commercial and residential properties in this segment of Webster, consider partnering with a contracted architect/design-build professional to work with owners to design improvements and contract to pre-selected general contractor/partner</td>
<td>City</td>
<td>3-10 years</td>
<td>Philanthropy/City</td>
</tr>
<tr>
<td>PARK AT THE CORNER OF KEDWHOE AND WEBSTER</td>
<td>Establish site control of the lots at the corner of Webster and Davis Street</td>
<td>Private Owner/Salvation Army</td>
<td>0-3 years</td>
<td>Philanthropy/City</td>
</tr>
<tr>
<td></td>
<td>Design and build a small park that could be activated for gatherings, etc. and partner with Salvation Army to maintain</td>
<td>City/Salvation Army</td>
<td>0-3 years</td>
<td>City/Salvation Army</td>
</tr>
</tbody>
</table>

Refer to full framework plan or individual project plans for 2D/3D images of projects.

- Initiatives to be implemented by other partners
- Initiatives to be implemented by the City
Old North Dayton: Troy Street Corridor

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TROY STREET STREETSCAPING PROJECT</td>
<td>Add additional streetscaping and crosswalks at key intersections, add bump-outs to define on-street parking</td>
<td>City</td>
<td>D-3 years</td>
<td>City</td>
</tr>
<tr>
<td>COMMERCIAL AND RESIDENTIAL FACADE GRANT PROGRAM</td>
<td>Offer facade grants to commercial and residential properties in this segment of Troy, consider partnering with a contracted architect/design-build professional to work with owners to design improvements and contract to pre-selected general contractor partner</td>
<td>City</td>
<td>3-10 years</td>
<td>Philanthropy/City</td>
</tr>
<tr>
<td>DELL STREET GATEWAY</td>
<td>Acquire or partner with the owner of the building at Dell &amp; Troy Street to renovate the building and attract additional ground floor retail tenants</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Normalize a place for food trucks</td>
<td>Developer</td>
<td>0-3 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Acquire or partner with the owner of He Congress Lanes to renovate and open the front of the building up with a storefront on Troy Street</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Design and implement LED lighting at the State Route 4 underpass to create a more welcoming gateway to the Dell Street area from The Park development</td>
<td>City</td>
<td>D-3 years</td>
<td>City</td>
</tr>
<tr>
<td>REUSE OF COMMERCIAL BUILDINGS</td>
<td>Acquire or work with owners of key commercial buildings unoccupied or being used as residences in order to improve and find retail tenants</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>NEW COMMERCIAL BUILDING AT WARNER &amp; TROY</td>
<td>Develop a retail building for food and beverage, with a small outdoor/indoor dining area</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital</td>
</tr>
<tr>
<td>EMERGENCY PARACHUTE LANDING GARDEN</td>
<td>Create a marker or garden where the first emergency parachute landing occurred</td>
<td>Owners/Citywide</td>
<td>D-3 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>BEAUTIFICATION OF PARKING LOTS</td>
<td>Create a toolkit and incentives for property owners to beautify and define parking areas that face Troy Park</td>
<td>Owners/Citywide</td>
<td>D-3 years</td>
<td>Private capital</td>
</tr>
<tr>
<td>ADAPTATION OF UNDERUSED LOTS INTO COMMUNITY AMENITIES</td>
<td>Acquire land or work with owners to create community spaces such as neighborhood tot lots or farmer's market pop-up spaces, particularly at the intersection of Troy and Troy</td>
<td>Private owners</td>
<td>D-3 years</td>
<td>Private capital</td>
</tr>
<tr>
<td>DEVELOP MIXED-INCOME HOUSING AT ST. STEPHEN'S CHURCH</td>
<td>Develop mixed-income, multi-family housing on the St. Stephens site, across from Kiser School</td>
<td>Developer</td>
<td>D-3 years</td>
<td>Private capital</td>
</tr>
<tr>
<td></td>
<td>Extend Mack Street through to Troy Street</td>
<td>City</td>
<td>D-3 years</td>
<td>City</td>
</tr>
</tbody>
</table>
Old North Dayton: Valley Street Corridor

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RONALD MCDONALD HOUSE EXPANSION</td>
<td>Fundraise for Phases 1 &amp; 2 of the expansion to 35 rooms</td>
<td>Ronald McDonald House Charities Dayton</td>
<td>0-5 years</td>
<td>Private fundraising</td>
</tr>
<tr>
<td>THE POINT AND VALLEY STREET REALIGNMENT</td>
<td>Redeign Valley Street</td>
<td>City</td>
<td>In progress</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Close current segment of Valley Street, expand the public park at The Point</td>
<td>CityWide</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Redeign Point Park to create a community gathering space</td>
<td>CityWide/Human Nature</td>
<td>0-3 years</td>
<td>Private capital, philanthropy</td>
</tr>
<tr>
<td>NEW MIXED-INCOME HOUSING ACROSS FROM DAYTON CHILDREN'S</td>
<td>Market rate housing</td>
<td>CityWide/DaVinci</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Explore housing development to build family-friendly housing in a mix of townhouses, small-scale buildings, and 3-4 story multi-family buildings</td>
<td>DaVinci partners</td>
<td>3-10 years</td>
<td>DaVinci partners &amp; private developers</td>
</tr>
</tbody>
</table>
DeWeese and River Corridors

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMPLEMENT THE RIVERFRONT PLAN</td>
<td>Expand DeWeese Park to the west side of the river and connect it to the planned park in Northwest, dependent on traffic studies required in Riverside Park</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Establish an image/brand for the Cultural Corridor as a regional destination, according to the Riverfront Plan</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Align operation of public open space throughout the corridor</td>
<td>City, Five Rivers Metro Parks</td>
<td>0-3 years</td>
<td>n/a</td>
</tr>
<tr>
<td>RIDGECREST PARK IMPROVEMENTS</td>
<td>Install family-friendly play equipment at Ridgecrest Park</td>
<td>City</td>
<td>n/a</td>
<td>City</td>
</tr>
<tr>
<td>RECONFIGURE BOOHSCHOFF EXIT</td>
<td>Reconfigure the gateway of the Booschhof Museum of Discovery, including permitting a right-turn onto DeWeese Parkway</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td>CONTINUED POST-TORNADO STABILIZATION EFFORTS</td>
<td>Monitor the status of repairs, insurance claims, and stability of houses damaged by the tornado; direct assistance to homeowners where needed</td>
<td>DeWeese-Ridgecrest Civic Association</td>
<td>0-3 years</td>
<td>n/a</td>
</tr>
</tbody>
</table>
## Historic Inner East: Third Street Corridor

### Short-Term Road Diet

<table>
<thead>
<tr>
<th>Project</th>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Remove one lane of moving traffic in each direction and paint bike lanes on Third Street (either inside or outside of on-street parking, or in a cycle-track configuration)</td>
<td>City</td>
<td>0-3 years</td>
<td>City/COVID-19 CARES</td>
</tr>
<tr>
<td></td>
<td>2. Paint 'islands/medians' in the center lane where left-turn lane is not required</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>3. Partner with business owners to put potted trees or stand-alone planters at the edge of the sidewalk to define the pedestrian realm and make nodes</td>
<td>Owners/Citywide</td>
<td>0-3 years</td>
<td>City/Philanthropy</td>
</tr>
</tbody>
</table>

### Long-Term Streetscape and Re-Design

<table>
<thead>
<tr>
<th>Project</th>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Build bump-outs at the 3 nodes to reduce crossing width and create space for street trees</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>2. Create tree wells in the sidewalk where possible, with a focus on the 3 nodes</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>3. Formalize the median in the center lane where left turn lane is not required (with special paving, or other non-planted treatment)</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
</tbody>
</table>

### Third Street and Duotaph Street Node

<table>
<thead>
<tr>
<th>Project</th>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Paint a crosswalk at Duotaph that makes a bow to connect both sides of the off-set street</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>2. Add branded Fitzgerald signage indicating the trail head on Duotaph</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>3. Build bump-outs to reduce the crossing widths and create space for tree wells</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
</tbody>
</table>

### Third Street and June Street Node

<table>
<thead>
<tr>
<th>Project</th>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Support existing restaurants with concepts, labor, and toolkit pieces to enable and enhance outdoor dining during social distancing</td>
<td>City/Citywide</td>
<td>0-3 years</td>
<td>City/Philanthropy</td>
</tr>
<tr>
<td></td>
<td>2. Paint a crosswalk at June that makes a bow to connect both sides of the off-set street (upgrade to special paving 3 possible to slow cars as they drive down Third Street)</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>3. Add a pedestrian-activated crossing signal</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
</tbody>
</table>

### Third Street and Lincoln Ave. Node

<table>
<thead>
<tr>
<th>Project</th>
<th>Initiative</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Build bump-outs to reduce the crossing widths and create space for street trees</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>2. Paint a crosswalks across Third Street, Linden Street, and Springfield Street</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>3. Paint a crosswalks across Third Street, Linden Street, and Springfield Street</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>4. Coordinate a parking strategy between private owners to make retail and restaurant use viable</td>
<td>Private owners</td>
<td>0-3 years</td>
<td>Private capital</td>
</tr>
<tr>
<td></td>
<td>5. Support and incentivize small businesses to open at Third and Linden, support in permitting and licenses, lending for renovations</td>
<td>City</td>
<td>0-3 years</td>
<td>City/Philanthropy</td>
</tr>
</tbody>
</table>
## Historic Inner East and Burkhardt: Flight Line

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAIL ENGINEERING CONSTRUCTION</td>
<td>Corridor acquisition of the rail right-of-way from Norfolk Southern</td>
<td>City</td>
<td>0-3 years</td>
<td>City/State/Federal</td>
</tr>
<tr>
<td></td>
<td>Trail Construction/Engineering Phase 1</td>
<td>City</td>
<td>0-3 years</td>
<td>City/State/Federal</td>
</tr>
<tr>
<td></td>
<td>Trail Construction/Engineering Phase 2</td>
<td>City</td>
<td>3-10 years</td>
<td>City/State/Federal</td>
</tr>
<tr>
<td></td>
<td>Trail Construction/Engineering Phase 3</td>
<td>City</td>
<td>3-10 years</td>
<td>City/State/Federal</td>
</tr>
<tr>
<td>DUTCHMEN NODE</td>
<td>Raised crosswalk at the trail crossing</td>
<td>City</td>
<td>0-6 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Build a new construction one-story retail food &amp; beverage building with outdoor dining at the trailhead and picnic area</td>
<td>City</td>
<td>Developer</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Renovate the two existing buildings on Eason street into loft apartments or condos</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Acquire 15 Dutchmen and Develop for-sale townhouses or similar density housing facing the Flight Line</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Renovate 112 Dutchmen for loft housing</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>HUFFMAN NODE</td>
<td>Vacate Huffman Street west of Columbus Street and Bell Street north of Hamilton Avenue</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Improve the green space south of Huffman, adjacent to the Carnegie Library building with a trailhead, playground, pavilion, and outdoor seating</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Renovate and encourage active uses in retail buildings facing Fifth Street</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Build new townhouses facing Hamilton</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Help facilitate the redevelopment of the Health Spa Factory building/site</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td>LINDEN NODE</td>
<td>Build a trailhead park at the eastern tip of the triangle with outdoor seating to serve rail uses</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Build a new construction one-story retail food &amp; beverage building with outdoor dining at the trailhead and picnic area</td>
<td>City</td>
<td>Developer</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Develop low-density mixed-income/multi-family housing on the remainder of 573 Linden Ave.</td>
<td>City</td>
<td>Developer</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Acquire the parcels facing Davis Ave. between Findlay St. and Marion St. and build townhouses and low-density mixed-income/multi-family housing</td>
<td>City</td>
<td>Developer</td>
<td>Private capital incentives</td>
</tr>
</tbody>
</table>
# Neighborhood Stabilization: Burkhardt and Eastern Hills

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>INITIATIVE</th>
<th>LEAD AGENCY</th>
<th>TIME FRAME</th>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT</td>
<td>Re-organize the Springfield-Burkhardt neighborhood organization to partner with the Huffman association and others to continue to invest in these neighborhoods</td>
<td>Springfield-Burkhardt Association</td>
<td>0-5 years</td>
<td>n/a</td>
</tr>
<tr>
<td>PROJECT</td>
<td>Partner with the Montgomery County Land Bank to initiate a ‘Thriving Neighborhood Initiative’ in Huffman to facilitate strategic acquisitions, demolitions, and rehab.</td>
<td>Montgomery County Land Bank</td>
<td>0-5 years</td>
<td>Montgomery County Land Bank</td>
</tr>
</tbody>
</table>
AN ORDINANCE

An Ordinance Authorizing the City to Enter into the Southeast Ohio Public Energy Council ("SOPEC"), the Execution and Delivery of the Agreement Establishing SOPEC, Approving the Bylaws of SOPEC, and Declaring an Emergency

WHEREAS, Section 4928.20, Revised Code, permits a municipality to aggregate customers within its jurisdiction in order to facilitate and promote lower cost electric utility services to its citizens; and

WHEREAS, the Commission of the City of Dayton, Ohio (the "City") previously enacted legislation authorizing the City to establish an electricity aggregation program pursuant to Section 4928.20, Ohio Revised Code, for the residents, businesses, and other eligible electric consumers in the City, and for that purpose, to act jointly with any other municipal corporation, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Southeast Ohio Public Energy Council d/b/a Sustainable Ohio Public Energy Council ("SOPEC"), the City will be able to act jointly with other member political subdivisions and thereby maximize the potential benefit of electric deregulation through group purchasing efforts; and

WHEREAS, the Commission of the City, pursuant to Section 4928.20, Revised Code, has held two (2) public hearings on the Plan of Operation and Governance (the "Plan") for the SOPEC electricity aggregation program ("Electric Program"); and

WHEREAS, for the immediate preservation of the public peace, property, health and safety and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Electric Program, 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. The City Commission finds and determines that it is in the best interest of the City, including the electric consumers located within the City, to join SOPEC and to adopt the SOPEC Bylaws, for the purpose of establishing and implementing the Electric Program within the City.

Section 2. The City Manager is hereby authorized and directed to execute and deliver the Agreement Establishing the Southeast Ohio Public Energy Council dba Sustainable Ohio Public Energy Council (the "SOPEC Agreement"). The SOPEC Agreement shall be
substantially in the form presented to this Commission and on file with the Clerk, subject to such changes, insertions, and omissions that are consistent with this Ordinance and are not substantially adverse to the City and as may be approved by the City Manager.

**Section 3.** The Commission hereby approves and adopts the Bylaws of SOPEC in the form attached to the SOPEC Agreement.

**Section 4.** For the reasons stated in the last preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately on its passage.

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

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

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney
AN ORDINANCE

Approving the Plan of Operation and Governance for the Southeast Ohio Public Energy Council ("SOPEC") Electricity Aggregation Program, for the Purpose of Jointly Establishing and Implementing an Electricity Aggregation Program, and Declaring an Emergency.

WHEREAS, this Commission previously enacted legislation authorizing the City of Dayton to establish an electricity aggregation program pursuant to Section 4928.20, Ohio Revised Code (the "Electricity Aggregation Program"), for the residents, businesses and other electric consumers in the City, and for that purpose, to act jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Southeast Ohio Public Energy Council d/b/a Sustainable Ohio Public Energy Council, the City will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of electricity deregulation through group purchasing efforts; and

WHEREAS, this Commission, pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the SOPEC Electricity Aggregation Program; and

WHEREAS, for the immediate preservation of the public peace, property, health and safety and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Electric Program, 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. This Commission hereby approves and adopts the Plan of Operation and Governance of the SOPEC Electricity Aggregation Program in the form presented to this Commission and on file with the Clerk.
Section 2. For the reasons stated in the last preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately on its passage.

Passed by the Commission....................................................., 2021
Signed by the Mayor................................................................., 2021

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney