I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager’s Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearings: N/A
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission
   (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: Work Session 5:00 pm - Main Street Corridor
   https://www.daytonohio.gov/330/Government-TV
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

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

1. Purchase Orders:

   AVIATION
   A1. Johnson Controls US Holdings LLC dba Johnson Controls Fire Protection LP (fire alarm annual maintenance services, sprinkler inspections and repairs as needed through 12/31/21) $9,000.00
1. (Cont’d):

**FIRE**

B1. Deccan International (Adam 2.0 application, maintenance and support services as needed through 12/31/21) 150,792.00

**HUMAN RESOURCES**

C1. Montrose Ford LLC (one 2022 Hybrid Electric Vehicle (HEV) compact Sports Utility Vehicle (SUV) 25,098.96

**INFORMATION TECHNOLOGY**

D1. Proficient Information Technologies, Inc. (professional technical support services as needed through 12/31/21) 39,124.00

**PLANNING AND COMMUNITY DEVELOPMENT**

E1. Lyle Environmental - P0210941 (asbestos abatement and removal remediation as needed through 12/31/25) 100,000.00

E2. Lyle Environmental - P0210942 (asbestos abatement and removal remediation as needed through 12/31/25) 200,000.00

E3. Ohio Technical Services, Inc. - P0210939 (asbestos abatement and removal remediation as needed through 12/31/25) 100,000.00

E4. Ohio Technical Services, Inc. - P0210940 (asbestos abatement and removal remediation as needed through 12/31/25) 200,000.00

E5. O’Rouke Wrecking Company - P0210945 (asbestos abatement and removal remediation as needed through 12/31/25) 100,000.00

E6. O’Rouke Wrecking Company - P0210946 (asbestos abatement and removal remediation as needed through 12/31/25) 200,000.00

E7. Rainbow Environmental Services, Inc. -P0210943 (asbestos abatement and removal remediation as needed through 12/31/25) 100,000.00

E8. Rainbow Environmental Services, Inc. -P0210944 (asbestos abatement and removal remediation as needed through 12/31/25) 200,000.00

**PUBLIC WORKS**

F1. Miami Valley Lighting, LLC. (street lighting upgrade services) 35,950.00

F2. Lake Erie Construction Company (guardrails, attenuators, parts, materials and supplies including installation and repair services as needed through 12/31/21) 75,000.00

F3. Matthew Brun Enterprises, Inc., Champion Equipment and Supply (various types of playground mulch as needed through 12/31/23) 75,000.00
1. (Cont’d):

F4. Site-Safe Products LLC dba Sight-Safe LLC. (one attenuator trailer) 28,676.23

WATER
G1. Truegreen Chemlawn dba Leisure Lawn (commercial ground maintenance services as needed through 12/31/24) 350,000.00
G2. McCluskey Chevrolet (one 2021 dump truck) 69,329.00
Total: $2,057,970.19

2. C.W. Golf Architecture, LLC – Contract Modification for additional services for the creation of a Golf Course Master Plan. – Department of Recreation and Youth Services
S40,000.00
(Thru 12/31/22)

B. Construction Contracts:

3. Queen City Mechanicals, Inc. – Award of Contract for Broadway Storm Sewer and Wolf Creek Outfall Improvements (10% MBE Participation Goal/ 11% MBE Participation Achieved - Department of Water/Water Engineering $614,778.78
(Thru 12/31/22)

4. Topp Shape Enterprises Inc. - Award of Contract to complete the construction phase of renovations to the bunkers at both the Hills and Dales courses at Community Golf Course - Department of Recreation and Youth Services $465,295.59
(Thru 12/31/21)

C. Revenue to the City:

5. BCS Sports LLC– Lease Agreement – to enter into a Ground Lease Agreement for property located at 1103 Gateway Drive through 6/30/51 - Department of Public Works/ Property Management $200.00
(Paid to the City)

6. Karen Gadel – Other for permit to install a 10” x 30’ patio at the SW corner of East Third Street and St. Clair Street - Department of Public Works /Civil Engineering $200.00
(Paid to the City)
7. **Optotraffic, LLC – Other** – for increase in expenditure authority in an amount not to exceed $2,590,000.00 – Department of Police $2,590,000.00 (Thru 12/23)

8. **Westminster Presbyterian Church** – to install 378 square feet of curbing and storm sewer which encroach into the right-of-way of the 16 feet wide public alley running between North Wilkinson Street and North Perry Street – Department of Public Works/Civil Engineering $768.00 (Paid to the City)

E. **Other – Contributions, Etc.:**

9. **David Pigford – Payment of Voucher** – to cover cost incurred from April 23, 2021 until May 14, 2021 to provide professional services for the Minority Business Assistance Center (MBAC) – Human Relations Council $8,960.00

IV. **LEGISLATION:**

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

10. **No. 6583-21** Authorizing the Acceptance of a National League of Cities’ Local Democracy Funds in the amount of Seventeen Thousand Dollars and Zero Cents ($17,000.00) on Behalf of the City of Dayton and Declaring an Emergency.

**Resolutions – Second Reading:**

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

12. **No. 6582-21** Concurring with the Adoption of the Northeast Dayton Neighborhoods Vision Plan.
VI. MISCELLANEOUS:

ORDINANCE NO. 31892-21

RESOLUTION NO. 6584-21

IMPROVEMENT RESOLUTION NO. 3599-21

INFORMAL RESOLUTION NO. 988-21
City Manager's Report

From: 2730 – PMB/Procurement
Supplier, Vendor, Company, Individual: See Below
Address: See Below

Date: June 2, 2021
Expense Type: Purchase Order
Total Amount: $2,057,970.19

2021 Purchase Orders

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

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

Description

**AVIATION**

(A1) P0210706 – JOHNSON CONTROLS US HOLDINGS LLC dba JOHNSON CONTROLS FIRE PROTECTION LP, MILWAUKEE, WS

- Fire alarm annual maintenance services, sprinkler inspections and repairs as needed through 12/31/2021.
- These goods and services are required to maintain fire alarm and sprinkler systems for the Department of Aviation.
- Rates are in accordance with the State of Ohio Term Schedule Contract pricing #800820 and Index #STS846.
- This amendment increases the previously authorized amount of $10,000.00 by $9,000.00 for a total not to exceed $19,000.00 and therefore requires City Commission approval.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
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<td>51000-3220-1172-43</td>
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</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
FIRE

(B1) P0210919 – DECCAN INTERNATIONAL, SAN DIEGO, CA
- Adam 2.0 application, maintenance and support services as needed through 12/31/2021.
- These goods are required to allow the Department of Fire to simulate and project an increase/decrease of call volumes while incorporating other variables created by the pandemic.
- Rates are in accordance with the public, cooperative bid established by the National Purchasing Partners (NPPgov) Contract #PS20310.
- The Department of Fire recommends approval of this order.

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HUMAN RESOURCES

(C1) P0210925 – MONTROSE FORD LLC, FAIRLAWN, OH
- One (1) 2022 Hybrid Electric Vehicle (HEV) compact Sport Utility Vehicle (SUV).
- This vehicle is required for the daily operations of the Department.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21021D.
- The Department of Human Resources recommends approval of this order.

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</table>

INFORMATION TECHNOLOGY

(D1) P0210918 – PROFICIENT INFORMATION TECHNOLOGIES, INC., OAKWOOD, OH
- Professional technical support services as needed through 12/31/2021.
- These services are required to provide support and maintenance for the Finance Income Tax System.
- Proficient Information Technologies, Inc. (“Pi-Tech”) is recommended based upon proven past performance to ensure consistent quality, compatibility and operational continuity, for which Pi-Tech was the original systems developer; therefore, this purchase was negotiated.
- The Department of Information Technology recommends approval of this order.

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</table>
PLANNING AND COMMUNITY DEVELOPMENT

(E1) **P0210941 – LYLE ENVIRONMENTAL, COLUMBUS, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $80,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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<td>$20,000.00</td>
</tr>
</tbody>
</table>

(E2) **P0210942 – LYLE ENVIRONMENTAL, COLUMBUS, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $160,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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PLANNING AND COMMUNITY DEVELOPMENT (CONTINUED)

(E3) P0210939 – OHIO TECHNICAL SERVICES, INC., COLUMBUS, OH
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $80,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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(E4) P0210940 – OHIO TECHNICAL SERVICES, INC., COLUMBUS, OH
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $160,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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PLANNING AND COMMUNITY DEVELOPMENT (CONTINUED)

(E5) **P0210945 – O’ROUKE WRECKING COMPANY, CINCINNATI, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $80,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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(E6) **P0210946 – O’ROUKE WRECKING COMPANY, CINCINNATI, OH**
- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $160,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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PLANNING AND COMMUNITY DEVELOPMENT (CONTINUED)

(E7) P0210943 – RAINBOW ENVIRONMENTAL SERVICES, INC., CINCINNATI, OH

- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $80,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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(E8) P0210944 – RAINBOW ENVIRONMENTAL SERVICES, INC., CINCINNATI, OH

- Asbestos abatement and removal remediation.
- These services are required to perform asbestos abatement removal throughout the City for residential and commercial properties.
- Request for Qualifications (RFQ) 20-005PCD was solicited and four (4) vendors were qualified to provide quotes to the City for numerous projects through 12/31/2025.
- The Department of Planning and Community Development requests additional authority of $160,000.00 through 12/31/2025.
- The Department of Planning and Community Development recommends approval of this order.

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</table>
PUBLIC WORKS – PROPERTY MANAGEMENT

(F1)  P0210921 – MIAMI VALLEY LIGHTING LLC, DAYTON, OH

- Street lighting upgrade services.
- These goods and services are required for neighborhood lighting and streetscape improvements.
- Miami Valley Lighting LLC is recommended as the owner of these streetlights and sole source; therefore, this purchase was negotiated.
- Miami Valley Lighting LLC qualifies as a Dayton local entity.
- The Department of Public Works recommends approval of this order.

<table>
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PUBLIC WORKS – STREET MAINTENANCE

(F2)  P0210935 – LAKE ERIE CONSTRUCTION COMPANY, NORWALK, OH

- Guardrails, attenuators, parts, materials and supplies including installation and repair services as needed through 12/31/2021.
- These goods and services are required for highway maintenance of guardrail safety barriers.
- Lake Erie Construction Company is recommended based upon proven past performance with guardrail safety barrier installation and repair services; therefore, this purchase was negotiated.
- The Department of Public Works 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>Highway Maintenance</td>
<td>21100-6430-1159-54</td>
<td>$75,000.00</td>
</tr>
</tbody>
</table>

(F3)  P0210920 – MATTHEW BRUN ENTERPRISES, INC., CHAMPION EQUIPMENT AND SUPPLY, RIVERSIDE, OH

- Various types of playground mulch as needed through 12/31/2021.
- These goods are required to resurface playgrounds throughout the City to meet safety standards.
- Fifteen (15) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB D21012 with pricing through 4/30/2024.
- The Department of Public Works requests additional authority of $50,000.00 through 12/31/2023.
- The Department of Public Works 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>General Fund</td>
<td>10000-6490-1301-56</td>
<td>$25,000.00</td>
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<tr>
<td>2022</td>
<td>General Fund</td>
<td>10000-6490-1301-56</td>
<td>$25,000.00</td>
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<tr>
<td>2023</td>
<td>General Fund</td>
<td>10000-6490-1301-56</td>
<td>$25,000.00</td>
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</table>
PUBLIC WORKS – STREET MAINTENANCE (CONTINUED)

(F4) P0210937 – SITE-SAFE PRODUCTS LLC dba SITE-SAFE LLC, COLUMBUS, OH
- One (1) attenuator trailer.
- This good is required to provide a barrier for motor traffic during City roadway projects.
- Site-Safe Products LLC dba Site-Safe LLC is recommended as the sole regional distributor of the Energy Absorption System and to ensure existing product continuity; therefore, this purchase was negotiated.
- The Department of Public Works 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>58000-6430-1412-54</td>
<td>$28,676.23</td>
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</tbody>
</table>

WATER – WATER RECLAMATION

(G1) P0210934 – TRUGREEN CHEMLAWN dba LEISURE LAWN, WEST CARROLLTON, OH
- Commercial ground maintenance services as needed through 12/31/2021.
- These services are required to maintain City-owned properties.
- Nineteen (19) possible vendors were solicited and six (6) bids were received. This order establishes a price agreement per IFB 21014D with pricing through 3/31/2024.
- The Department of Water requests additional authority of $250,000.00 through 3/31/2024.
- 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>55000-3460-1172-54</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1172-54</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1172-54</td>
<td>$110,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>Sanitary Sewer Operating</td>
<td>55000-3460-1172-54</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

WATER – WATER UTILITY FIELD OPERATIONS

(G2) P0210928 – MCLUSKEY CHEVROLET, CINCINNATI, OH
- One (1) 2021 dump truck.
- This vehicle is required for the daily operations of the Department and will replace Unit #1031 which will be disposed of in the best interest of the City.
- Nineteen (19) possible vendors were solicited and eight (8) 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>Water Operating</td>
<td>53000-3445-1412-54</td>
<td>$69,329.00</td>
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</tbody>
</table>

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

From 6550 - RYS/Golf
Supplier, Vendor, Company, Individual
Name C.W. Golf Architecture, LLC
Address 451 Castlebury Drive
            Saline, Michigan 48176

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Golf &amp; Recreation Fund</td>
<td>13000-6550-1153-56</td>
<td>$40,000.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Includes Revenue to the City</th>
<th>Yes</th>
<th>No</th>
<th>Affirmative Action Program</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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</thead>
</table>

Description

Service Agreement First Amendment - Community Golf Master Plan

Recreation and Youth Services is requesting approval of a first amendment to the professional services agreement with C.W. Golf Architecture, LLC for golf course design, planning and construction oversight with a focus on bunkers at Community Golf Club. This amendment includes additional services for the creation of a Golf Course Master Plan. The Golf Course Master Plan includes site analysis, conceptual designs, hole-by-hole recommendations for improvements, one-year, three-year, five-year and 10-year implementation schedule and estimated cost.

The original contract for $21,000.00 was approved by the City Commission on January 13, 2021. The additional cost to expand the contract to include master planning services is $40,000.00 for a total cost of $61,000.00. This project is funded using cash in the Golf Operating Fund.

This agreement commences upon execution by the City and shall terminate on December 31, 2022.

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

A Certificate of Funds is attached.

Kelly Pressel

Approved by City Commission

Signatures/Approval

Digital Version Updated 04/2020
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>upon approval</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/22</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$61,000.00</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$21,000.00</td>
<td>Initial Agreement/Contract</td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$40,000.00</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Original CT/CF Increase Encumbrance</td>
<td>CT212910</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$40,000.00</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$-</td>
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</table>

<table>
<thead>
<tr>
<th>Amount: $40,000.00</th>
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<td>Fund Code</td>
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<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
</tr>
<tr>
<td>Fund</td>
</tr>
</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: C.W. Golf Architecture LLC
Vendor Address: 451 Castlebury Drive Saline Michigan 48176
Federal ID: 27-2855508
Commodity Code: 90067
Purpose: Adding Master Plan services to the original agreement for Design and Project Management services under a second sequence.

Contact Person: Kelly Pressel x3378
RYS/Golf Department/Division 5/20/2021 Date
Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature]
Date: 5/25/2021

Finance Department CF Prepared by [Signature]
Date: 5/25/2021 CF/CT Number

October 18, 2011
FIRST AMENDMENT TO
DESIGN SERVICES AGREEMENT

This First Amendment to Design Services Agreement, entered into this ____ day of ____ , 2021 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) and C.W. Golf Architecture, LLC (“Consultant”).

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an Agreement on January 13, 2021 for Professional Services to perform golf course design, planning and construction oversight with a focus on improving the bunkers at Community Golf Club; (“Agreement”) and,

WHEREAS, during design services for the bunker renovation project it was deemed necessary to create a master plan for Community Golf Club; and,

WHEREAS, the City issued a Request for Proposal to Consultant for master plan services, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, Consultant responded to the City’s Request for Proposal, setting forth that it is experienced and qualified to provide the master plan services for Community Golf Club and submitted a proposal regarding the same, a copy of which is attached hereto as Exhibit B; and,

WHEREAS, the City desires additional work performed by Consultant; and,

WHEREAS, in an effort to maintain a continuity of services with the existing Consultant; and,

WHEREAS, the City and Consultant agree that additional work will require additional compensation to be paid to the Consultant.

NOW, THEREFORE, the City and Consultant hereby agree to a First Amendment of the Agreement as follows:

Section 1. Under this First Amendment, the Consultant shall perform the following additional engineering services:

Community Golf Club Master Plan Scope of Services:

1. Phase 1 – Master Plan Kick-Off
   a. Conduct a master plan kick-off meeting to outline the process and timeline for the development of the master plan and the role of the master plan committee members.
   b. Assist the City with defining the mission, purpose, and general goals for the development of the master plan. These will be used to guide the master plan.
   c. Conduct interviews with the City and key stakeholders associated with Community Golf Club to better understand their needs, goals, and overall vision for the improvement of the facility.

2. Phase 2 – Site Analysis and Conceptual Design
   a. Physically play and walk the courses at Community Golf Club to take into consideration the following items, as well as the scope, mission, goals, and vision from Phase 1:
      i. Reduction/simplification of the daily and long-term maintenance of the courses.
      ii. Improvement of playability, aesthetics, and pace of play.
      iii. Individual hole lengths, direction, order, and par.
iv. Analysis of the following course features:
   1. Tees
   2. Fairways, including mowing lines, grades, alignment, etc.
   3. Bunkers and grass hollows
   4. Greens
   5. Drainage, including storm drains, inlets, mains, laterals, etc.
   6. Lakes, streams, and water features
   7. Landscaping/vegetation
   8. Trees
   9. Cart paths
   10. Practice areas, including the existing driving range and putting green along
       with the potential to improve and expand the existing practice facilities.

v. Location, aesthetic and flow of the golf course parking areas, clubhouse,
    maintenance facility, out-buildings, and shelters. This item does not include
    interior of buildings, structural, or utility components.

vi. Property perimeter improvements, including fencing, vegetation, trees, etc.
   b. Conceptual design ideas and general thoughts for the improvement/enhancement of the
      golf facility will be determined as the course is played, walked, and analyzed.
   c. Photos, maps, and drawings will be used to record the existing conditions and the
      conceptual ideas for the enhancement of the golf facility.
   d. Conduct up to four (4) site visits during this phase of the project.

3. Phase 3 – Preliminary Master Plan (50% and 90% Review)
   a. Develop hand-drawn preliminary master plan drawings to outline the hole-by-hole
      recommendations to enhance the entire facility. The drawings will be created in 11”x17”
      sheet format at 1” = 100’ scale and will be in a colored graphic form.
   b. Review the preliminary drawings and hole-by-hole recommendations with the City and
      key stakeholders. The reviews will be used to develop feedback and create consensus
      regarding recommendations.
   c. Conduct two (2) reviews of the drawings and recommendations with the City and key
      stakeholders during this phase. The reviews can be done in person or remotely.

4. Phase 4 – Final Master Plan (100% Completion)
   a. Upon approval from Phase 3, develop final computer-generated master plan drawings to
      outline hole-by-hole recommendations to enhance the entire facility. The drawings will be
      created at 1” = 100’ scale and will be in a colored graphic form.
   b. Develop a detailed hole-by-hole cost estimate for the implementation of the final golf
      course master plan.
   c. Develop a detailed one-year, three-year, five-year, and ten-year commended master plan
      implementation schedule with estimated construction costs for each phase.
   d. Develop a final master plan booklet. The master plan booklet will include the hole-by-hole
      recommendations and the key materials created during the development of the master plan.
      The booklet will be created in 11”x17” sheet format.
   e. As needed, up to two (2) presentations will be made to review the final master plan with
      the City and key stakeholders.

This work shall begin immediately upon execution of the First Amendment with agreed upon completion
date reflecting the proposed schedule.
Section 2. In consideration of Consultant performing the additional professional services described in Section 1, the City shall pay the Consultant an additional Forty Thousand Dollars and Zero Cents ($40,000.00). Payments will be made as itemized in the document attached hereto as Exhibit C.

Section 3. Article Three, of the Agreement, is hereby deleted in its entirety and replaced with the following:

ARTICLE III – TERM

This Agreement shall commence upon execution by the City and shall terminate automatically on December 31, 2022, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article Six of the Agreement.

Except as set forth in this First Amendment, the remaining terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF DAYTON, OHIO

C.W. GOLF ARCHITECTURE, LLC

City Manager

Title

APPROVED AS TO FORM
AND CORRECTNESS:

5/18/2021

X John Musto for

City Attorney

Signed by: Musto, John

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

, 20

Min./Bk. _______ Pg. _______

Clerk of the Commission

3
EXHIBIT A
REQUEST FOR PROPOSAL (MASTER PLAN)
April 1, 2021

Mr. Chris Wilczynski
CW Golf Architecture

RE: Community Golf Course Bunker Renovations Master Plan Proposal

The City of Dayton is thrilled to explore an opportunity to create a Master Plan of Community Golf Course. Based on the conversations and previous Master Plan’s you have created, we would like to formally ask you to provide us a proposal to perform the following:

**Master Plan Considerations (Lump sum fee):**
1. Reduce and simplify daily and long-term maintenance.
2. Improve playability, aesthetics, and reduce pace of play.
3. Individual hole lengths, direction, order, and par.
4. Analysis on the following features:
   a. Tees
   b. Fairways
      i. Including mowing lines, grades, alignment, etc.
   c. Bunkers
   d. Greens
   e. Irrigation
   f. Drainage
      i. Including storm drains, inlets, mains, laterals, etc.
   g. Lakes, streams, and water features
   h. Landscaping/Vegetation
   i. Trees
   j. Cart paths
   k. Practice Areas
      i. Existing driving range and putting green.
      ii. Potential to expand.
5. Out buildings/shelter locations and condition.
6. Exterior improvements
   a. Fencing, vegetation, trees, etc.

**Deliverables:**
1. Prepare a complete site plan (course-wide) conceptual rendering incorporating all recommended improvements.
2. Prepare separate hole-by-hole conceptual renderings showing all recommended improvements.
   a. This shall also include an estimated cost to incorporate all recommended improvements per hole.
3. Create a detailed one year, three year, five year, and ten year recommended improvement schedule with estimated construction costs.

**Schedule:**
It is our intention to begin this master plan work as soon as practical once the bunker renovation project has been successfully bid and awarded. Please provide a schedule along with your fees highlighting the following milestones:
1. Initial master plan kick-off meeting to determine exact scope of work.
2. 50% review of progress and provide initial conceptual renderings.
3. 90% review of progress with revised and detailed conceptual renderings, improvement schedule, and estimated costs.
4. 100% final receipt of complete master plan.

Ideally, the City would like to utilize the master plan to identify scope for a 2022 improvement project with design mirroring the schedule for the 2021 bunker renovation project. It is our intention to incorporate this fee as an amendment to your existing professional design contract.

Please review this request and let us know if you have any questions or request for clarifications. If there are certain items that appear to be omitted for consideration within the Master Plan Considerations, please feel free to include these with your proposal as additional comments. We look forward to continuing our work with you to improve Community Golf Course.
May 13, 2021

City of Dayton
Department of Recreation & Youth Services
Division of Golf
101 West Third Street
Dayton, Ohio 45401

PROFESSIONAL SERVICES PROPOSAL FOR THE PREPARATION OF A GOLF COURSE
ARCHITECTURAL MASTER PLAN FOR THE 36-HOLE COMMUNITY GOLF CLUB HILLS AND
daLES COURSES LOCATED IN DAYTON, OHIO.

PROJECT SCOPE

C.W. Golf Architecture (CWGA) offers professional Golf Course and Landscape Architecture
consulting services to the Community Golf Club Hills and Dales Courses (CGC) to develop an
Architectural Master Plan for the 36-hole golf facility.

CWGA will provide the following scope of work and associated fees to Community Golf Club:

SCOPE OF WORK TO BE PERFORMED

1. Phase One - Master Plan Kick-Off:

   a) Conduct a master plan kick-off meeting to outline the process and timeline for the
development of the master plan and the role of the master plan committee members.

   b) Assist the CGC Master Plan Committee with defining the mission, purpose, and
general goals for the development of the Master Plan. The project mission, purpose
and goals will be used to guide the master plan.

   c) Conduct interviews with each member of the Master Plan Committee and "Key
Stakeholders" of the golf facility to better understand their needs, goals, and overall
vision for the improvement of the facility.

2. Phase Two - Site Analysis and Conceptual Design:

   a) Physically play and review the Hills and Dales Courses to consider the following items
as well as the final scope of work outlined from the Master Plan Kick-Off meeting:

      1. Reduction/simplification of the daily and long-term maintenance of the courses.
      2. Improvement of playability, aesthetics, and pace of play.
      3. Individual holes lengths, direction, order, and par.
      4. Analysis of the following features:
         a. Tees
         b. Fairways
            i. Including mowing lines, grades, alignment, etc.
c. Bunkers and Grass Hollows

d. Greens

e. Drainage
   i. Including storm drains, inlets, mains, laterals, etc.

f. Lakes, Streams and Water Features

g. Landscaping/Vegetation

h. Trees
   i. Cart Paths

j. Practice Areas
   i. Existing driving range and putting green
   ii. Potential to improve and expand practice facility

5. Location, aesthetic and flow of the golf course parking areas, clubhouse, maintenance facility, out buildings and shelters (does not include interior of buildings, structural or utility components).

6. Property perimeter improvements:
   a. Fencing, vegetation, trees, etc.

b) Conceptual design ideas and general thoughts for the improvement/enhancement of the golf facility will be determined as the course is played and analyzed.

c) Photos, maps, and drawings will be used to record the existing conditions and the conceptual ideas for the enhancement of the golf facility.

d) Conduct up to four (4) visits during the site analysis/conceptual design phase.

3. Phase Three - Preliminary Master Plan (50% and 90% Review):

   a) Develop hand-drawn preliminary master plan drawings to outline the hole-by-hole recommendations to enhance the CGC 36-hole facility. The drawings will be created in 11"x17" sheet format at 1" =100' scale and will be in a colored graphic form.

   b) Review the preliminary drawings and hole-by-hole recommendations with the Master Plan Committee. The reviews will be used to develop feedback and create consensus regarding the recommendations.

   c) Conduct two (2) reviews of the drawings and recommendations with the Master Plan Committee during the preliminary master plan phase. The reviews can be done in person or remotely via Zoom/Microsoft Teams.

4. Phase Three - Final Master Plan (100% Completion):

   a) Upon approval, develop final computer-generated master plan drawings to outline the hole-by-hole recommendations to enhance the CGC 36-hole facility. The drawings will be created at 1" =100' scale and will be in a colored graphic form.

   b) Develop a detailed hole-by-hole cost estimate for the implementation of the final golf course master plan.

   c) Develop a detailed one-year, three-year, five-year, and ten-year recommended master plan implementation schedule with estimated construction costs for each phase.

   d) Develop a final master plan booklet. The master plan booklet will include the hole-by-hole recommendations and the key materials created during the development of the master plan. The booklet will be created in 11"x17" sheet format.

   e) As needed, up to two (2) presentations will be made to review the final master plan with the Master Plan Committee and the City of Dayton.
PROFESSIONAL FEES

1. Phase One – Master Plan Kick-Off: $4,000.00
2. Phase Two - Site Analysis and Conceptual Design: $10,000.00
3. Phase Three - Preliminary Master Plan Phase: $12,000.00
4. Phase Three - Final Master Plan Phase: $12,000.00

TOTAL PROFESSIONAL FEE: $38,000.00

1. An initial payment of $4,000 is requested upon execution of the proposal. The $4,000 retainer will cover the fee outlined in Phase One. Receipt of the retainer is required to begin the work outlined within the proposal.

2. Invoicing of the fees will occur upon the 100% completion of each phase listed above.

3. CWGA will be reimbursed for car rental or mileage of personal vehicle, lodging, and meals incurred during the development of the master plan as well as the printing and reproduction costs of the materials used to present the master plan. All expenses and materials will be billed at cost. Total allowance for reimbursements is $2,000.00.

4. Develop twelve (12) computer generated images showing the proposed three-dimensional enhancement to a golf hole/feature. The images can be used to communicate the vision for the recommended improvements. The photo alteration cost is $300.00 per image. Total allowance for photo alterations is $3,600.00.

CHANGES IN SCOPE OR RELOCATION OF SIGNIFICANT DESIGN ELEMENTS

1. If CGC requests CWGA to make significant revisions to the Master Plans following the completion of the plans, an additional design fee will be assessed. Additional work will be billed at $200.00 per hour.

INSURANCE

1. CWGA shall carry professional and general liability insurance up to $1,000,000.

OWNERS RESPONSIBILITY

1. CGC will designate a representative to whom CWGA is responsible and from whom all direction and approvals are received.

2. As needed, CGC will be responsible for providing all necessary property information including aerial maps, topographic maps, soil maps, property boundary maps, flood maps and any other maps or technical information that may be needed to complete the project.

USE OF DRAWINGS

1. CWGA and CGC shall have permanent access to all drawings and information regarding the master plans. As approved, CWGA can use the Club’s name and master plan drawings for marketing purposes to promote the firms work.
CONFIDENTIALITY

1. The commercial terms of this proposal and agreement are confidential and shall not be disclosed to any outside party, unless for specific commercial purposes required by CGC.

AGREEMENT TO PROCEED

The terms of this agreement are acceptable:

__________________________________________  __________________________
City of Dayton – Community Golf Club         Date

__________________________________________  __________________________
C.W. Golf Architecture, LLC                  Date
Community Golf Club – Hills and Dales Courses  
Dayton, Ohio

36-Hole Master Plan Implementation Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepare Golf Course Base Map Information</td>
<td>(completed)</td>
</tr>
<tr>
<td>2. Phase One - Master Plan Kick-Off</td>
<td>Week of May 24th, 2021</td>
</tr>
<tr>
<td>- Overview of master planning process</td>
<td></td>
</tr>
<tr>
<td>- Define process for development and plan approval</td>
<td></td>
</tr>
<tr>
<td>- Discuss/Define project goals and mission</td>
<td></td>
</tr>
<tr>
<td>- Interview for needs/wants of facility</td>
<td></td>
</tr>
<tr>
<td>- Define direction for plan development</td>
<td></td>
</tr>
<tr>
<td>3. Phase Two - Site Analysis and Conceptual Design</td>
<td>June 2021</td>
</tr>
<tr>
<td>- Photograph each hole</td>
<td></td>
</tr>
<tr>
<td>- Walk each hole and analyze architecture</td>
<td></td>
</tr>
<tr>
<td>- Define conceptual design ideas</td>
<td></td>
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<tr>
<td>4. Phase Three - Preliminary Master Plan</td>
<td>July 2021</td>
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<tr>
<td>- Discuss vision and general ideas</td>
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<tr>
<td>- Review preliminary master plan concepts and get feedback</td>
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<tr>
<td>- Revise/update master plans</td>
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<tr>
<td>5. Phase Three - Final Master Plan</td>
<td>August 2021</td>
</tr>
<tr>
<td>- Develop final plans</td>
<td></td>
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<tr>
<td>- Develop phasing recommendations</td>
<td></td>
</tr>
<tr>
<td>- Develop cost estimate</td>
<td></td>
</tr>
<tr>
<td>6. Final Master Plan Review w/ Committee</td>
<td>Week of August 30th, 2021</td>
</tr>
<tr>
<td>- Review each hole and cost estimate</td>
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</tr>
<tr>
<td>7. Completion of Master Plan, Cost Estimates and Phasing and Implementation Program</td>
<td>Early September 2021</td>
</tr>
<tr>
<td>- Deliver final master plan and documents</td>
<td></td>
</tr>
<tr>
<td>- Final Presentations</td>
<td></td>
</tr>
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</table>
# EXHIBIT C

## ITEMIZED COSTS

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Master Plan Kick-Off</td>
<td>LUMP</td>
<td>1</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Phase 2 - Site Analysis and Conceptual Design</td>
<td>LUMP</td>
<td>1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Phase 3 - Preliminary Master Plan (50% and 90% Review)</td>
<td>LUMP</td>
<td>1</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>Phase 4 - Final Master Plan (100% Completion)</td>
<td>LUMP</td>
<td>1</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
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<tr>
<td>Reimbursable Expenses Allowance</td>
<td>LUMP</td>
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<td>$2,000.00</td>
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</tbody>
</table>

**Total Cost:** $40,000.00
City Manager's Report

From 6550 - RYS/Golf

Supplier, Vendor, Company, Individual

Name C.W. Golf Architecture, LLC

Address 451 Castlebury Drive
Saline, Michigan 48176

Date January 13, 2021

Expense Type Service Agreement

Total Amount $ 21,000.00 thru 12-31-2022

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RYS Community Cash Capital</td>
<td>40002-6550-1153-56</td>
<td>$21,000.00</td>
</tr>
</tbody>
</table>

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

Description

SERVICE AGREEMENT FOR GOLF COURSE BUNKER PROJECT

Recreation and Youth Services is requesting approval of a professional service agreement with C.W. Golf Architecture, LLC in the amount of $21,000.00, for golf course design, planning and construction oversight with a focus on improving the bunkers at Community Golf Club.

In response to Request for Proposal (RFP No. 20-024RYS), seven proposals were received for the above project on December 3, 2020. C.W. Golf Architecture, LLC was selected because they had the best combination of qualifications and references, pricing, and time line approach to meet the Department of Recreation and Youth Services’ objectives.

This agreement commences upon execution by the City and shall terminate on December 31, 2022.

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

A Certificate of Funds is attached.

Kelly Pressel
Digitally signed by Kelly Pressel
Date: 2021.12.14 12:35:54 -05'00

Division
Williams, Robin

Department
Shelly Boteitic

City Manager

FORM NO. MS-16

Signatures/Approval

Approved by City Commission

Rachelle Conner
Clerk

January 13, 2021

Date

Updated 10/2019

Digital Version Updated 04/2020
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>Contract Start Date</td>
<td>upon execution</td>
<td>Expiration Date 12/31/22</td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 21,000.00</td>
<td>Initial Encumbrance $ 21,000.00</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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: | $ 21,000.00 |
| Fund Code | 40002 - 6550 - 1153 - 56 - 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: C.W. Golf Architecture LLC
Vendor Address: 451 Castlebury Drive, Saline, Michigan 48176
Street : City | State | Zipcode + 4
Federal ID: 27-2863508
Commodity Code: 60607
Purpose: Community Golf Course and Bunker Improvement Design and Project Management

Contact Person: Kelly Pressel x3378
RYS/Golf Department/Division: 12/28/2020
Date: Originating Department Director's Signature: Kelly Russell For RW 12/28/2020

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: Date: 12/30/2020
CF Prepared by: Date: 1/29/2021

Finance Department
October 18, 2011
City Manager's Report

From 3420- Water/Water Engineering
Supplier, Vendor, Company, Individual

Name Queen City Mechanicals, Inc.
Address 1950 Waycross Road
Cincinnati, Ohio 45240

Date June 2, 2021
Expense Type Award of Contract
Total Amount $614,778.78 (thru 12/31/2022)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Storm Capital Funds</td>
<td>58003-3445-1424-54-ST1703</td>
<td>$614,778.78</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Includes Revenue to the City</th>
<th>Yes □ No □</th>
<th>Affirmative Action Program</th>
<th>Yes □ No □ N/A</th>
</tr>
</thead>
</table>

Description

BROADWAY STORM SEWER AND WOLF CREEK OUTFALL IMPROVEMENTS
(10% MBE PARTICIPATION GOAL/ 11% MBE PARTICIPATION ACHIEVED)

The Department of Water requests permission to enter into a Contract with Queen City Mechanicals, Inc., in the amount of $614,778.78 for the Broadway Storm Sewer and Wolf Creek Outfall Improvements project. This amount includes the base bid of $558,889.80 and Alternate No. 1 – Contingency Allowance for $55,888.98 (10% of the base bid). This project consists of lining approximately 766 linear feet of 48”- 54” storm sewer with a centrifugally cast concrete pipe (CCCP) liner on N. Broadway Street, replacing the Wolf Creek WCL-10 Outfall, and installing new 48” storm sewer pipe.

Two bids were received for this project on April 15, 2021. After evaluating the bids, Queen City Mechanicals, Inc.’s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was $700,000.00. The completion date is December 31, 2021. The expiration date identified on the Certificate of Funds is December 31, 2022.

This project is being fully funded using 2021 Storm Capital Funds.

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

Signatures/Approval

Approved by City Commission

Division
Michael Powell

Department
City Manager

FORM NO. MS-16

Clerk

Date

Updated 8/2016
# CERTIFICATE OF FUNDS

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

<table>
<thead>
<tr>
<th>X</th>
<th>New Contract</th>
<th>_____</th>
<th>Renewal Contract</th>
<th>_____</th>
<th>Change Order: _____</th>
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<tr>
<td>Contract Start Date</td>
<td>6/2/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/2022</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$ 614,778.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$ 614,778.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
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<tr>
<td>Required Documentation</td>
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<tr>
<td>X</td>
<td>Initial City Manager’s Report</td>
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<tr>
<td>X</td>
<td>Initial Certificate of Funds</td>
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<td></td>
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</tr>
<tr>
<td>X</td>
<td>Initial Agreement/Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy of City Manager’s Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy of Original Certificate of Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Amount: $ 614,778.78 |
| Fund Code 58003 - 3445 - 1424 - 54 - ST1703 - |
| Fund | Org | Acct | Prog | Act | Loc |

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

**Attach additional pages for more FOAPALs**

**Vendor Name:** Queen City Mechanicals, Inc.

**Vendor Address:**
1950 Waycross Road
Cincinnati, Ohio 45240

Street City State Zipcode + 4

**Federal ID:** 31-1367100

**Commodity Code:** 96896

**Purpose:** Award of Contract for Broadway Storm Sewer and Wolf Creek Outfall Improvements.

**Contact Person:** Lisa Burton-Yates

**Originating Department Director’s Signature:**

Michael Powell

**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**

Date: 5/25/2021

**CF Prepared by**

Date: 5/24/21

CF/CT Number: 21-2992

October 18, 2011
May 10, 2021

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

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

SUBJECT:   Broadway Storm Sewer and Wolf Creek Outfall Improvements
            (10% MBE Participation Goal)

The apparent low bidder, Queen City Mechanicals, 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 Queen City Mechanicals, 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>Queen City Mechanicals, Inc.</td>
<td>$558,889.80</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED BUSINESS PARTICIPATION</th>
<th>COMMITTED DOLLAR AMT</th>
<th>% TOWARD GOAL</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway Trucking Lt.</td>
<td>$36,000.00</td>
<td>6.4%</td>
<td>MBE</td>
</tr>
<tr>
<td>Blynn, LLC</td>
<td>$26,000.00</td>
<td>4.6%</td>
<td>MBE</td>
</tr>
</tbody>
</table>

| TOTAL COMMITTED PARTICIPATION | 11% | MBE |

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
<table>
<thead>
<tr>
<th>Section Title</th>
<th>Queen City Mechanicals Extension</th>
<th>DJX Construction Company LLC Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$558,717.00</td>
<td>$588,566.20</td>
</tr>
<tr>
<td>Fixed Price Item</td>
<td>$172.80</td>
<td>$172.80</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>$55,888.98</td>
<td>$58,873.90</td>
</tr>
<tr>
<td>Base Bid Total:</td>
<td>$558,889.80</td>
<td>$588,739.00</td>
</tr>
</tbody>
</table>
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Director, Dept. of Public Works
City of Dayton, Ohio
Broadway Storm Sewer and
Wolf Creek Outfall Improvements

Bidder Queen City Mechanicals, Inc.
1950 Waycross Rd.
Cincinnati, Ohio 45240
Ph(513) 353-1430 Fx(513) 353-1460
## Broadway Storm Sewer and Wolf Creek Outfall Improvements (#7669101)

**Owner:** City of Dayton Ohio  
**Solicitor:** Dayton OH, City of

**04/15/2021 12:00 PM EDT**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Item Description</th>
<th>UoM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>Clearing and Grubbing</td>
<td>L.S.</td>
<td>1</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>202</td>
<td>Pipe Removed, 48&quot; Brick</td>
<td>L.F.</td>
<td>93</td>
<td>$100.00</td>
<td>$9,300.00</td>
</tr>
<tr>
<td>202</td>
<td>Structure Removed (Headwall and associated armor, apron, (ripped rap)</td>
<td>L.S.</td>
<td>1</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
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<tr>
<td>203</td>
<td>Excavation not Including Embankment Construction</td>
<td>C.Y.</td>
<td>100</td>
<td>$40.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>304</td>
<td>Aggregate Base</td>
<td>C.Y.</td>
<td>10</td>
<td>$170.00</td>
<td>$1,700.00</td>
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<tr>
<td>305</td>
<td>Concrete Base [ODOT 499, Class FS]</td>
<td>S.Y.</td>
<td>155</td>
<td>$172.00</td>
<td>$26,660.00</td>
</tr>
<tr>
<td>441</td>
<td>Asphalt Concrete</td>
<td>TONS</td>
<td>40</td>
<td>$160.00</td>
<td>$6,400.00</td>
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<tr>
<td>601</td>
<td>Rock Channel Protection, Type A with Filter</td>
<td>C.Y.</td>
<td>7</td>
<td>$200.00</td>
<td>$1,400.00</td>
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<tr>
<td>608</td>
<td>Concrete Walk</td>
<td>S.F.</td>
<td>175</td>
<td>$25.00</td>
<td>$4,375.00</td>
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<tr>
<td>609</td>
<td>Curb</td>
<td>L.F.</td>
<td>8</td>
<td>$150.00</td>
<td>$1,200.00</td>
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<tr>
<td>614</td>
<td>Maintaining Traffic</td>
<td>LUMP</td>
<td>1</td>
<td>$7,415.00</td>
<td>$7,415.00</td>
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<tr>
<td>615</td>
<td>Low Strength Mortar</td>
<td>C.Y.</td>
<td>56</td>
<td>$160.00</td>
<td>$8,960.00</td>
</tr>
<tr>
<td>653</td>
<td>Topsoil Furnished and Placed, 4&quot;</td>
<td>C.Y.</td>
<td>66</td>
<td>$150.00</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>659</td>
<td>Seeding and Mulching (Hydro-seed)</td>
<td>S.Y.</td>
<td>195</td>
<td>$10.00</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 12&quot; Water Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>52</td>
<td>$170.00</td>
<td>$8,840.00</td>
</tr>
<tr>
<td>810</td>
<td>Excavation and Backfill for 48&quot; Storm Pipe with Structural Backfill</td>
<td>L.F.</td>
<td>183</td>
<td>$325.00</td>
<td>$59,475.00</td>
</tr>
<tr>
<td>821</td>
<td>Reinforced Concrete Pipe (4) 12&quot; (Storm)</td>
<td>L.F.</td>
<td>52</td>
<td>$21.00</td>
<td>$1,092.00</td>
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<tr>
<td>821</td>
<td>Reinforced Concrete Pipe 48&quot; (Storm)</td>
<td>L.F.</td>
<td>183</td>
<td>$212.00</td>
<td>$38,796.00</td>
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<tr>
<td>830</td>
<td>Manhole, Type &quot;A&quot;, 72&quot; Concentric</td>
<td>EA.</td>
<td>2</td>
<td>$23,000.00</td>
<td>$46,000.00</td>
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<tr>
<td>831</td>
<td>Catch Basin</td>
<td>EA.</td>
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<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>832</td>
<td>Headwall</td>
<td>EA.</td>
<td>1</td>
<td>$16,600.00</td>
<td>$16,600.00</td>
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<tr>
<td>SP-1</td>
<td>Pipe Lining, 48&quot;</td>
<td>L.F.</td>
<td>136</td>
<td>$280.00</td>
<td>$38,080.00</td>
</tr>
<tr>
<td>SP-2</td>
<td>Pipe Lining, 54&quot;</td>
<td>L.F.</td>
<td>630</td>
<td>$280.00</td>
<td>$176,400.00</td>
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<tr>
<td>SP-3</td>
<td>48&quot;-54&quot; Invert Repair (Storm)</td>
<td>C.Y.</td>
<td>5</td>
<td>$1,200.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>SP-4</td>
<td>Cleaning and Post Cleaning Video</td>
<td>L.F.</td>
<td>766</td>
<td>$9.00</td>
<td>$6,894.00</td>
</tr>
<tr>
<td>SP-5</td>
<td>Slope Revetment</td>
<td>S.Y.</td>
<td>73</td>
<td>$360.00</td>
<td>$26,280.00</td>
</tr>
<tr>
<td><strong>Fixed Price Item</strong></td>
<td><strong>810</strong> Street Cut Permit</td>
<td><strong>LUMP</strong></td>
<td>1</td>
<td><strong>$172.80</strong></td>
<td><strong>$172.80</strong></td>
</tr>
<tr>
<td><strong>Alternate No. 1</strong></td>
<td><strong>$58,888.00</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Contingency Allowance (10% of Base Bid including Fixed Price Items)</td>
<td><strong>LUMP</strong></td>
<td>1</td>
<td><strong>$58,888.00</strong></td>
<td><strong>$58,888.00</strong></td>
</tr>
</tbody>
</table>

**Base Bid Total:**  
$558,889.80
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

Queen City Mechanicals, Inc.
Ohio

Bryan Gilbert
Brad Gilbert

1950 Waycross Rd., Cincinnati, Ohio 45240
1950 Waycross Rd., Cincinnati, Ohio 45240

Telephone (513) 353-1430  Fax (513) 353-1460

E-mail bryan.gilbert@queencitymech.com

Federal I.D.# 31-1367100

Dated this 15th day of April, 2021

Bidder:

By: Bryan Gilbert

Title: President
BID BOND

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

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,
Queen City Mechanicals, Inc.

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to
the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the
Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this 15th day of April, 2021.

Queen City Mechanicals, Inc.

Bidder

Ohio Farmers Insurance Company

Nancy Nemec

Surety Nancy Nemec, Attorney-in-Fact

AssuredPartners

Name of Insurance Agency

5905 E. Galbraith Road, Suite 5000, Cincinnati, OH 45236
Address of Insurance Agency

Telephone (513) 475-3376 FAX (513) 475-3376
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

MARK NELSON, MARY BETH MILLING, RANDAL T. NOAH, STELLA ADAMS, G. DALE DERR, EVAN R. DERR, LIZ OHL, TAMMY L. MASTERSON, KATIE ROSE, JULIE SIEMER, NANCY NEMEC, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of NOVEMBER 2020.

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

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Notarial Seal

State of Ohio
County of Medina

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

On this 30th day of NOVEMBER 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal

State of Ohio
County of Medina

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of April, 2021.

A.D. 2021

By: Frank A. Carrino, Secretary

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

BOAOAC2 (combined) (06-02)
# Financial Statement

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

**December 31, 2020**

<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><strong>3,374,074</strong></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>327,708</td>
</tr>
<tr>
<td>Reserve for taxes and other liabilities</td>
<td>168,493</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>665,617</strong></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><strong>2,708,457</strong></td>
</tr>
</tbody>
</table>

| **Total liabilities and surplus**          | **3,374,074**|

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
Ohio Department of Insurance
Mike DeWine - Governor
Jillian Froment - Director

Certificate of Compliance

Issued 06/02/2020
Effective 07/01/2020
Expires 06/30/2021

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of $3,270,649,085, liabilities in the amount of $759,472,413, and surplus of at least $2,511,176,672.

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

Jillian Froment, Director

INST7230(Rev.8/2003)

Accredited by the National Association of Insurance Commissioners (NAIC)
BID BOND

Amount $__________________________

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,
______________________________

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to
the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the
Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this _____ day of __________________ , 20______ ,

______________________________

Bidder

______________________________

Surety

______________________________

Name of Insurance Agency

______________________________

Address of Insurance Agency

Telephone_____________ FAX_____________
CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

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

I, Bryan Gilbert
(print name – an Officer of the company)

Queen City Mechanicals, 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: President
Date: 4/15/2021
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.  

<table>
<thead>
<tr>
<th>Group Health Insurance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>401K Simple IRS Retirement Plan</td>
<td></td>
</tr>
<tr>
<td>Life Insurance</td>
<td></td>
</tr>
<tr>
<td>Vision and Dental Insurance</td>
<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.  

| Laborers Local 285 Apprentice Program |     |
| Plumbing and Pipefitters Local 392 App. Program |     |

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>Roadway Trucking LTD</th>
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<td></td>
</tr>
</tbody>
</table>
D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Roadway Trucking LTD

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

NONE
CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS ($500.00)

STATE OF OHIO,
COUNTY OF Hamilton, SS:

Bryan Gilbert being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Queen City Mechanicals, 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.

   [X] Corporation organized and existing under the laws of the State of Ohio.

   [ ] Labor organization.

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

By: _____________________________
Title: President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF Ohio )
COUNTY OF Hamilton ) SS:

Bryan Gilbert, being first duly sworn deposes and states that:

(1) He/she is President

__________________________
(owner, partner, officer, representative, or agent)

Queen City Mechanicals, 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.

[Signature]
President

TITLE
City of Dayton – Broadway Storm Sewer and Wolf Creek Outfall Improvements

Queen City Mechanicals, Inc. 5 Recent Successfully Completed Similar Projects

Project Name: Fancy Street Watermain
Scope: Construction of a new water main and re-connection of thirty four residential water services, including new meter pits and meter settings.
Owner: Clinton County Board of Commissioners
Contract Amount: $ 425,000.00
Contact Info: Commissioners office 937-382-2103

Project Name: Bridgetown Road Sewer
Scope: Construction of 3,100 linear feet of 8-inch diameter gravity sanitary sewer, with thirty-two 6-inch diameter sewer laterals and all other related sewer appurtenances.
Owner: City of Cincinnati, Metropolitan Sewer District
Contract Amount: $ 700,000.00
Contact Info: Mark Menkhaus, Jr. 513-352-3277

Project Name: Brustle Ave Pump Station
Scope: Construction of a new sewer main and the demolition of the existing pump station.
Owner: City of Cincinnati, Metropolitan Sewer District
Contract Amount: $ 725,000.00
Contact Info: Mark Menkhaus, Jr. 513-352-3277

Project Name: CSO143 Elimination
Scope: Removal and installation of CSO 043, along with installation of 30-inch, 21-inch, and 12-inch sanitary sewer.
Owner: City of Cincinnati, Metropolitan Sewer District
Contract Amount: $ 105,000.00
Contact Info: Mark Menkhaus, Jr. 513-352-3277

Project Name: SOID (Billstein) Water Loop System
Scope: Installation of approximately 1,600 lineal feet of 12” watermain, 1 fire hydrant, 1 16”x12” tapping sleeve and valve and other miscellaneous items.
Owner: City of Hamilton
Contract Amount: $ 270,000.00
Contact Info: City of Hamilton, 513-785-7206
Project References-Significant Jobs, Current-Queen City Mechanicals, Inc.

Project Name: Johnson Elementary
Contract Amount: $ 845,200.00
Estimated Completion Date: August 2020
Owner: Fort Thomas Independent Schools
Address: 28 North Fort Thomas Ave., Fort Thomas, KY 41075
Contact Info: 859-781-3333
General Contractor: Morel Construction

Project Name: Carlisle PK-12 School
Contract Amount: $ 1,672,000.00
Estimated Completion Date: May 2021
Owner: Carlisle Local School District
Address: 724 Fairview Dr., Carlisle, Ohio 45005
Contact Info: 513-241-0028
General Contractor: Skanska/Megen

Project Name: Waynesville Elementary School
Contract Amount: $ 926,600.00
Estimated Completion Date: August 2021
Owner: Wayne Local School District
Address: 659 Dayton Road, Waynesville, Ohio 45068
Contact Info: 513-897-6971
General Contractor: Monarch Construction

Project Name: Warren County Jail and Sheriff’s Office
Contract Amount: $ 2,812,400.00
Estimated Completion Date: September 2021
Owner: Warren County
Address: 822 Memorial Dr, Lebanon Ohio
Contact Info: 614-705-2280
General Contractor: Granger Construction
Project Name: FC Cincinnati Stadium Parking Garage  
Contract Amount: $ 402,500.00  
Estimated Completion Date: August 2020  
Owner: West End Ventures LLC  
Address: 14 East 14th Street, 4th Floor, Cincinnati, Ohio 45202  
Contact Info: 513-579-6564  
General Contractor: Turner Construction

Project Name: FC Cincinnati MLS Stadium  
Contract Amount: $ 9,915,344.00  
Estimated Completion Date: March 2021  
Owner: West End Ventures LLC  
Address: 14 East 14th Street, 4th Floor, Cincinnati, Ohio 45202  
Contact Info: 513-579-6564  
General Contractor: Turner Construction

Project Name: MSD Standby Sewer Repair Contract  
Contract Amount: $ 13,000,000.00  
Estimated Completion Date: April 2020  
Owner: City of Cincinnati, Metropolitan Sewer District of Cincinnati  
Address: Two Centennial Plaza, 805 Central Ave, Cincinnati, Ohio 45202  
Contact Info: 513-352-4204  
General Contractor: None

Project Name: MSD SBUPP Installation and Repair Contract  
Contract Amount: $ 4,200,000.00  
Estimated Completion Date: April 2020  
Owner: City of Cincinnati, Metropolitan Sewer District of Cincinnati  
Address: Two Centennial Plaza, 805 Central Ave, Cincinnati, Ohio 45202  
Contact Info: 513-352-4204  
General Contractor: None
Project Name: MSD Industrial Plumbing Repair Services  
Contract Amount: $ 785,000.00  
Estimated Completion Date: April 2021  
Owner: City of Cincinnati, Metropolitan Sewer District of Cincinnati  
Address: Two Centennial Plaza, 805 Central Ave, Cincinnati, Ohio 45202  
Contact Info: 513-352-4204  
General Contractor: None

Project Name: Carlisle Area Lift Station Upgrades – Phase 2  
Contract Amount: $ 175,500.00  
Estimated Completion Date: April 2021  
Owner: Warren County Water and Sewer  
Address: 406 Justice Drive, Lebanon, Ohio 45036  
Contact Info: 513-695-1250  
General Contractor: None

Project Name: Miamisburg Small Pump Station Improvements  
Contract Amount: $ 700,529.00  
Estimated Completion Date: April 2021  
Owner: City of Miamisburg  
Address: 10 North First Street, Miamisburg, Ohio 45342  
Contact Info: 937-428-7831  
General Contractor: None
Company Background

Queen City Mechanicals, Inc. (QCM) is located in Cincinnati, Ohio and its headquarters are located at 1950 Waycross Rd., Cincinnati, Ohio 45240. The President is Bryan Gilbert, and the Vice-President is Brad Gilbert. Our offices can be reached at 513-353-1430.

QCM currently employs over 110 employees and was established in 1983 as a full-service Plumbing Contractor for the Greater Cincinnati-Tri-State area. QCM has been a full-service Plumbing Contractor for 38 years.

QCM provides Exterior Services, Plumbing Construction (New and Renovation) Services, Backflow Testing, Commercial and Residential Plumbing, and Underground Utilities Services. We also hold the contract with the City of Cincinnati/Metropolitan Sewer District for Standby Emergency Sewer repairs as well as the Sewer Back Up Preventative Maintenance Program, which includes Emergency services, New Installation and Routine Maintenance on existing systems. We have in-house CAD/BIM Coordination ability as well as Estimation and Project Managing Services.

Owned equipment at QCM includes backhoes, large excavators, Bobcats, dump trucks, stake body trucks, pickup trucks, trench boxes, road plates, scissor lifts and all tools needed. We employ all the necessary personnel to operate the equipment that we own with any additional labor needed at our disposal at any time. It should be noted that QCM is a member of both the Labor Union #265 and Plumbers and Pipefitters Union #392, which allows our firm to maintain labor and plumbing forces on an as-needed basis.

We are authorized to do business in Ohio, Kentucky, and Indiana. Our Ohio Plumbing License number is 27107.
April 15th, 2021

RE: Broadway Storm Sewer and Wolf Creek Outfall Improvements

**Key Individuals of Queen City Mechanicals**
President – Bryan Gilbert (19 years industry experience)
Vice President – Bradley Gilbert (21 years industry experience)
Exterior Services Division Manager – Rick Seaver (15 years industry experience)
Recent Jobs Completed: Fancy Street Watermain, Bridgetown Road Sewer, Bruestle Pump Station, Batavia sanitary Sewer, SOD Bistline Water Loop System, Terrace Villa Sewer Repair, Blue Rock Road Sewer Lateral, Carlisle Area Lift Station

**Proposed Project Team:**

Exterior Services Division Manager – Rick Seaver
Mr. Seaver is heading up QCM’s Exterior Service Division in all aspects. From bidding, engineering, project management and implementation.

Queen City Mechanicals has several additional Project Foreman Candidates available with many years experience. These positions will be filled with a qualified candidate acceptable to both the City of Dayton and Queen City Mechanicals, should the future contract period be awarded to our firm.

If you have any questions concerning the data provided above, please feel free to contact me.

Sincerely,

Bryan Gilbert
President
INDEPENDENT ACCOUNTANTS’ REVIEW REPORT

To the Board of Directors
Queen City Mechanicals, Inc.
Cincinnati, Ohio:

We have reviewed the accompanying financial statements of Queen City Mechanicals, Inc. (an S corporation), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility
Our responsibility is to conduct the review engagements in accordance with Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion
Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information
The supplementary information identified in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, do not express an opinion on such information.

Clark, Schaefer, Hackett & Co.
Cincinnati, Ohio
March 25, 2021
<table>
<thead>
<tr>
<th>Assets</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$3,344,981</td>
<td>1,040,792</td>
</tr>
<tr>
<td>Accounts receivable, trade</td>
<td>5,874,098</td>
<td>3,215,933</td>
</tr>
<tr>
<td>Costs and estimated earnings in excess of</td>
<td>306,880</td>
<td>686,407</td>
</tr>
<tr>
<td>billings on uncompleted contracts</td>
<td>462,913</td>
<td>406,568</td>
</tr>
<tr>
<td>Investments</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9,988,872</td>
<td>5,349,700</td>
</tr>
<tr>
<td>Property and equipment:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>2,259,364</td>
<td>2,162,837</td>
</tr>
<tr>
<td>Vehicles</td>
<td>1,794,592</td>
<td>1,728,507</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>166,550</td>
<td>160,638</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>333,855</td>
<td>338,815</td>
</tr>
<tr>
<td></td>
<td>4,554,361</td>
<td>4,390,797</td>
</tr>
<tr>
<td>Less accumulated depreciation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3,192,646</td>
<td>2,955,790</td>
</tr>
<tr>
<td></td>
<td>1,361,715</td>
<td>1,435,007</td>
</tr>
<tr>
<td>Other assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Goodwill, net</td>
<td>6,000</td>
<td>8,000</td>
</tr>
<tr>
<td></td>
<td><strong>$11,356,587</strong></td>
<td><strong>$6,792,707</strong></td>
</tr>
</tbody>
</table>
Liabilities and Stockholders' Equity

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current portion of long-term debt</td>
<td>$142,428</td>
<td>314,379</td>
</tr>
<tr>
<td>Paycheck Protection Program loan</td>
<td>1,404,100</td>
<td>-</td>
</tr>
<tr>
<td>Accounts payable, trade</td>
<td>927,155</td>
<td>807,852</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>541,963</td>
<td>234,753</td>
</tr>
<tr>
<td>Accrued distributions</td>
<td>5,740</td>
<td>15,375</td>
</tr>
<tr>
<td>Billings in excess of costs and estimated earnings on uncompleted contracts</td>
<td>1,109,053</td>
<td>62,691</td>
</tr>
<tr>
<td>Accrued loss on uncompleted contracts</td>
<td>29,023</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>4,159,462</strong></td>
<td><strong>1,435,050</strong></td>
</tr>
<tr>
<td>Long-term liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-term debt, less current portion</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>318,258</strong></td>
<td><strong>166,993</strong></td>
</tr>
<tr>
<td>Stockholders' equity:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common stock; without par value; 750 shares authorized; 300 shares issued and outstanding</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>Additional paid-in capital</td>
<td>488,085</td>
<td>488,085</td>
</tr>
<tr>
<td>Retained earnings</td>
<td>6,590,182</td>
<td>4,901,979</td>
</tr>
<tr>
<td></td>
<td>7,078,867</td>
<td>5,390,664</td>
</tr>
<tr>
<td>Treasury stock, 200 shares at cost</td>
<td>(200,000)</td>
<td>(200,000)</td>
</tr>
<tr>
<td></td>
<td>6,878,867</td>
<td>5,190,664</td>
</tr>
<tr>
<td></td>
<td><strong>11,356,587</strong></td>
<td><strong>6,792,707</strong></td>
</tr>
</tbody>
</table>

See accompanying notes to the financial statements.
See independent accountants' review report.
## Queen City Mechanics, Inc.

### Statements of Operations

Years Ended December 31, 2020 and 2019

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net sales</td>
<td>$23,713,085</td>
<td>13,820,847</td>
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<tr>
<td>Cost of sales</td>
<td>18,415,417</td>
<td>10,736,064</td>
</tr>
<tr>
<td>Gross profit</td>
<td>5,297,668</td>
<td>3,184,783</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>3,283,041</td>
<td>2,760,673</td>
</tr>
<tr>
<td>Income from operations</td>
<td>2,014,627</td>
<td>424,110</td>
</tr>
</tbody>
</table>

**Other income (expense):**

- Interest and dividends: $12,607, 16,924
- Interest expense: (11,260), (17,321)
- Gain on sale of property and equipment: 348, 5,725
- Investment gain, net: 49,747, 63,737
- Miscellaneous: 15,827, (179)

**Total** | 67,069    | 68,886   |

**Income before state and local income taxes** | 2,081,696 | 492,996 |

**State and local income tax expense** | 14,093    | 40,481   |

**Net income** | $2,067,603 | 452,516 |

---

Bank Reference:

First Financial Bank
255 E. Fifth St., Suite 800
Cincinnati, Ohio 45202

Contact: Mark Zink  513-979-5745

See accompanying notes to the financial statements.
See independent accountants' review report.
During the performance of this contract:

Queen City Mechanicals, Inc.  
1960 Waycross Rd., Cincinnati, Ohio 45240  
513-353-1430/513-353-1460

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>From 1/1/2000 to Present</th>
<th>From 4/1/80 to Present</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goals of Minority Worker Utilization Expressed in Percentage Terms</strong></td>
<td><strong>Goals of Female Worker Utilization Expressed in Percentage Terms</strong></td>
</tr>
<tr>
<td>11.5%</td>
<td>6.9%</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

Queen City Mechanicals, Inc.

(Contractor) certifies that:

1. The following listed construction trades will be used in performance of this project.
   
   Laborer
   Operator
   
   a) as to those trades set forth in the preceding paragraph one hereof, it adopts the minimum minority and female utilization goals and the specific Affirmative Action steps contained in this Affirmative Action Program. Compliance is measured in each trade of the contractor's aggregate work force for all construction work (both federal and non-federal) in the four Counties (Greene, Miami, Montgomery and Preble) subject to this Affirmative Action Program; and
   
   b) the successful contractor will obtain from each subcontractor and submit to the contracting or administering agency prior to the award of any subcontract under this contract, the subcontractor certification required by the Affirmative Action Program.

SIGN: ____________________________
(Signature of Authorized Representative of Bidder)

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

BACK
**City Manager’s Report**

<table>
<thead>
<tr>
<th>From</th>
<th>6550 - RYS/Golf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier, Vendor, Company, Individual</td>
<td>Topp Shape Enterprises Inc.</td>
</tr>
<tr>
<td>Address</td>
<td>5017 Ackerman Blvd Kettering OH 45429</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RYS Community Cash Capital</td>
<td>40002-6550-1425-56</td>
<td>$465,295.59</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Includes Revenue to the City</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affirmative Action Program</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**Description**

Community Golf Course Bunker Renovation Project (Open Market)

Recreation and Youth Services is requesting approval to award a contract to Topp Shape Enterprises to complete the construction phase of renovations to the bunkers at both the Hills and Dales courses at Community Golf Course. This project consists of removing, relocating, reshaping, and adding bunkers to both courses. Each bunker will be completely reshaped and graded, including new drainage, sand, sod, and other work necessary to successfully complete the project.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, Topp Shape Enterprises Inc., in the amount of $465,295.59. This amount includes the base bid in the amount of $337,848.04, Alternate No. 1 (Contingency) in the amount of $45,000.00 and Alternate No. 2 (Dales Holes 1,2,3,9,10 and 18) in the amount of $82,447.55. The estimated cost for the project was $460,000.00. The time bid for completion is November 30, 2021. This project is funded through cash from the golf operating fund.

A Certificate of Funds, HRC memo, bid tabulation and other bid documents are attached.

**Signatures/Approval**

Approved by City Commission

Clerk

Date

Updated 10/2019

Digital Version Updated 04/2020
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>upon approval</td>
<td>Required Documentation</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>12/31/22</td>
<td>Initial City Manager's Report</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$465,295.59</td>
<td>Initial Certificate of Funds</td>
</tr>
<tr>
<td>Initial Encumbrance</td>
<td>$465,295.59</td>
<td>Initial Agreement/Contract</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>-</td>
<td>Copy of City Manager's Report</td>
</tr>
<tr>
<td>Original CT/CF</td>
<td>$-</td>
<td>Copy of Original Certificate of Funds</td>
</tr>
<tr>
<td>Increase Encumbrance</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>Decrease Encumbrance</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>Remaining Commission Approval</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount: $465,295.59</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Code</td>
</tr>
<tr>
<td>Fund</td>
</tr>
</tbody>
</table>

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

Attach additional pages for more FOAPALs

Vendor Name: Topp Shape Enterprises Inc
Vendor Address: 5017 Ackerman Blvd, Kettering, OH 45429
Federal ID: 31-1404144
Commodity Code: 96843
Purpose: Community Golf Course Bunker Improvements

Contact Person: Kelly Pressel x3378
RYS/Golf Department/Division 5/20/2021
Date
Originating Department Director's Signature

SECTION II - to be completed by the Finance Department

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

Finance Director Signature

CF Prepared by

Finance Department

Date: 05/26/2021
CF/CT Number: CT21-2994

October 18, 2021
May 12, 2021

TO: Andrew Mark, Senior Engineer I
    Department of Public Work

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

SUBJECT: Community GC Bunker Renovation Project (Open Market)

The apparent low bidder, Topp Shape Enterprises Inc., has been reviewed. HRC’s contract compliance analysis has verified that Topp Shape Enterprises 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.

Contract compliance will include meeting minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have further questions or concerns, please feel free to contact me at 333-1405.

CAG
DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

BID TABULATION FOR:
COMMUNITY GOLF COURSE
BUNKER RENOVATION (OPEN MARKET)

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>Enginee's Estimate:</th>
<th>Estimated Time of Completion:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 29, 2021</td>
<td>$460,000.00</td>
<td>11/30/2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Actual Amount of Bid</th>
<th>Adjustment for Work Days</th>
<th>Adjustment for Comparison Purposes Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Topp Shape Enterprises Inc.</td>
<td>$337,848.04</td>
<td>$</td>
<td>$337,848.04</td>
</tr>
<tr>
<td>Wadsworth Golf Construction Company</td>
<td>$996,427.40</td>
<td>$</td>
<td>$996,427.40</td>
</tr>
</tbody>
</table>

* RECOMMENDED FOR AWARD
CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid for Community Golf Course Building Renovation

$769,962.33
$624,369.99
Six hundred twenty-four thousand, three hundred sixty-nine dollars and ninety-nine cents

Bidder:
Tipp Maps Enterprises, Inc.
1017 Academy Ave.

Signature: 15479
### Community Golf Course Bunker Renovation ($70,056.83)

**Owner:** City of Dayton, Ohio  
**Selection:** Dayton OH, City of  
**05/06/2021 12:00 PM EDT**  
**Engineer’s Estimate of Cost: $40,000.00**

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Line Item</th>
<th>Item Code</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Topsoil Enterprises Incorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hills Course Bunker Renovation</td>
<td>1 SFL</td>
<td>LS</td>
<td>Project Mobilization &amp; Demobilization</td>
<td>LS</td>
<td>1</td>
<td>$15,000.00</td>
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<tr>
<td></td>
<td>2 SFL</td>
<td>S.F.</td>
<td>Turfgrass Removal (Rototill)</td>
<td>S.F.</td>
<td>147872</td>
<td>$0.05</td>
</tr>
<tr>
<td></td>
<td>3 SFL</td>
<td>C.V.</td>
<td>Topsoil Management (Sift, Remove, Stockpile, and Replace)</td>
<td>C.V.</td>
<td>2734</td>
<td>$8.20</td>
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<tr>
<td></td>
<td>4 SFL</td>
<td>C.V.</td>
<td>Earthwork (Cut and Fill)</td>
<td>C.V.</td>
<td>1800</td>
<td>$21,600.00</td>
</tr>
<tr>
<td></td>
<td>5 SFL</td>
<td>LS</td>
<td>Grading and Shaping 4&quot; Solid HDPE Pipe</td>
<td>LS</td>
<td>L.F.</td>
<td>$8.00</td>
</tr>
<tr>
<td></td>
<td>6 SFL</td>
<td>L.F.</td>
<td>6&quot; Solid HDPE Pipe</td>
<td>L.F.</td>
<td>2500</td>
<td>$10.00</td>
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<tr>
<td></td>
<td>7 SFL</td>
<td>EA</td>
<td>21&quot; Catch Basin</td>
<td>EA</td>
<td>14</td>
<td>$4,000.00</td>
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<tr>
<td></td>
<td>8 SFL</td>
<td>EA</td>
<td>Pop-Up Drain Outlet</td>
<td>EA</td>
<td>17</td>
<td>$50.00</td>
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<tr>
<td></td>
<td>9 SFL</td>
<td>EA</td>
<td>Connections to Existing Drainage</td>
<td>EA</td>
<td>14</td>
<td>$100.00</td>
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<tr>
<td></td>
<td>10 SFL</td>
<td>L.F.</td>
<td>2&quot; Turfflow Perforated Pipe w/ Sand Backfill</td>
<td>L.F.</td>
<td>17</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td>11 SFL</td>
<td>S.F.</td>
<td>Bunker Edging and Detailing</td>
<td>S.F.</td>
<td>24128</td>
<td>$26.00</td>
</tr>
<tr>
<td></td>
<td>12 SFL</td>
<td>S.F.</td>
<td>Bunker Sand and Installation</td>
<td>S.F.</td>
<td>24128</td>
<td>$26.00</td>
</tr>
<tr>
<td></td>
<td>13 SFL</td>
<td>S.F.</td>
<td>Finish Grading and Installation of Bluegrass Sod</td>
<td>S.F.</td>
<td>160944</td>
<td>$65.00</td>
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<tr>
<td></td>
<td>14 SFL</td>
<td>S.F.</td>
<td>Prepare Soil Borrow Area for Grasing (Grassing by Others)</td>
<td>S.F.</td>
<td>14000</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

**Irrigation Design & Repair Allowance**

| 1 SFL | LS | Irrigation Design & Repair Allowance | LS | 1 | $25,000.00 | $25,000.00 |

**Add Alternate No. 1: Contingency Allowance**

| 17 SFL | LS | Contingency Allowance ($45,000.00) | LS | 1 | $45,000.00 | $45,000.00 |

**Add Alternate No. 2: Date Course Bunker Renovation (30- 3, 3, 9, 10, & 18)**

| 18 SFL | LS | Mobilization & Demobilization | LS | 1 | $0.00 | $0.00 |
| 19 SFL | S.F. | Turfgrass Removal (Rototill) | S.F. | 42445 | $0.05 | $2,122.50 |
| 20 SFL | C.V. | Topsoil Management (Sift, Remove, Stockpile, and Replace) | C.V. | 786 | $12.00 | $9,432.00 |
| 21 SFL | L.F. | Grading and Shaping 4" Solid HDPE Pipe | L.F. | 780 | $8.00 | $6,240.00 |
| 22 SFL | L.F. | 6" Solid HDPE Pipe | L.F. | 100 | $2.00 | $200.00 |
| 23 SFL | EA | 13" Catch Basin | EA | 6 | $300.00 | $600.00 |
| 24 SFL | EA | Connections to Existing Drainage | EA | 6 | $300.00 | $600.00 |
| 25 SFL | L.F. | 2" Turfflow Perforated Pipe w/ Sand Backfill | L.F. | 17 | $50.00 | $850.00 |
| 26 SFL | S.F. | Bunker Edging and Detailing | S.F. | 6664 | $2.00 | $13,328.00 |
| 27 SFL | S.F. | Bunker Sand and Installation | S.F. | 6664 | $2.00 | $13,328.00 |
| 28 SFL | S.F. | Finish Grading and Installation of Bluegrass Sod | S.F. | 45492 | $25.00 | $1,137,250.00 |

**Add Alternate No. 3: Date Course Bunker Renovation (31- 3, 14, 15, 16, 17)**

| 30 SFL | LS | Mobilization & Demobilization | LS | 1 | $0.00 | $0.00 |
| 31 SFL | S.F. | Turfgrass Removal (Rototill) | S.F. | 46756 | $0.05 | $2,337.80 |
| 32 SFL | C.V. | Topsoil Management (Sift, Remove, Stockpile, and Replace) | C.V. | 855 | $8.00 | $6,840.00 |
| 33 SFL | L.F. | Grading and Shaping 4" Solid HDPE Pipe | L.F. | 720 | $8.00 | $5,760.00 |
| 34 SFL | EA | 12" Catch Basin | EA | 7 | $300.00 | $2,100.00 |
| 35 SFL | EA | Pop-Up Drain Outlet | EA | 6 | $50.00 | $300.00 |
| 36 SFL | EA | Connections to Existing Drainage | EA | 6 | $50.00 | $300.00 |
| 37 SFL | L.F. | 2" Turfflow Perforated Pipe w/ Sand Backfill | L.F. | 663 | $9.00 | $5,973.00 |
| 38 SFL | S.F. | Bunker Edging and Detailing | S.F. | 6602 | $2.00 | $13,204.00 |
| 39 SFL | S.F. | Bunker Sand and Installation | S.F. | 6602 | $2.00 | $13,204.00 |
| 40 SFL | S.F. | Finish Grading and Installation of Bluegrass Sod | S.F. | 47402 | $5.00 | $5,800.00 |

**Add Alternate No. 4: Date Course Bunker Renovation (42, 43, 44, 45)**

| 42 SFL | LS | Mobilization & Demobilization | LS | 1 | $0.00 | $0.00 |
| 43 SFL | S.F. | Turfgrass Removal (Rototill) | S.F. | 24952 | $0.05 | $1,248.10 |
| 44 SFL | C.V. | Topsoil Management (Sift, Remove, Stockpile, and Replace) | C.V. | 455 | $2.00 | $922.00 |
| 45 SFL | L.F. | Grading and Shaping 4" Solid HDPE Pipe | L.F. | 330 | $8.00 | $2,640.00 |
| 46 SFL | EA | 12" Catch Basin | EA | 2 | $200.00 | $400.00 |
| 47 SFL | EA | Pop-Up Drain Outlet | EA | 3 | $50.00 | $150.00 |
| 48 SFL | L.F. | 2" Turfflow Perforated Pipe w/ Sand Backfill | L.F. | 415 | $5.00 | $2,075.00 |
| 49 SFL | S.F. | Bunker Edging and Detailing | S.F. | 4191 | $2.00 | $8,382.00 |
| 50 SFL | S.F. | Bunker Sand and Installation | S.F. | 4191 | $2.00 | $8,382.00 |
| 51 SFL | S.F. | Finish Grading and Installation of Bluegrass Sod | S.F. | 23940 | $6.00 | $14,364.00 |

**Add Alternate No. 5: Construction Hard Road Repair Allowance ($10,000)**

| 52 SFL | LS | Construction Hard Road Repair [Includes Removal of Damaged Turfgrass, Regrading and Preparing Soil for Seeding] ($10,000) | LS | 1 | $10,000.00 | $10,000.00 |

**Add Alternate No. 6: Repairing Damaged Cart Paths**

| 53 SFL | S.F. | Removal and Replacement of Damaged Asphalt Cart Path | S.F. | 4000 | $4.00 | $16,000.00 |

**Total Base Bid:** $232,848.04

**Total Alt. No. 1:** $45,000.00

**Total Alt. No. 2:** $202,445.55

**Total Alt. No. 3:** $87,012.10

**Total Alt. No. 4:** $40,062.30

**Total Alt. No. 5:** $30,800.00

**Total Alt. No. 6:** $30,800.00
DISCLOSURE OF LITIGATION

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

RESPONSE: YES ☐ NO ☑

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

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name
Topps SHAPE ENTERPRISES INC.

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract
Thomas E. TOPP U.P.

Home Office Address
5017 Ackerman Blvd, Kent, OH 43429

Local Address

Telephone 937-470-5868  Fax 937-436-1449

E-mail Toppsshape@bmw.com

Federal I.D.# 37-1404144

Dated this 28th day of April, 2021

Bidder: Topps SHAPE ENTERPRISES INC.
(Person, Firm, or Corporation)

By: Thomas E. TOPP

Title: VICE PRESIDENT
BID BOND

Amount $ 65,000.00

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Topp Shape Enterprises, Inc. Community Golf Course Bunker Renovation Project Job 7699683 named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this 29th day of April, 2021

Topp Shape Enterprises, Inc.

______________________________
Bidder

______________________________
U.S. Specialty Insurance Company

By:

______________________________
Craig Sherman

______________________________
Surety Attorney-in-Fact

______________________________
Bond Brokers, Inc.

______________________________
Name of Insurance Agency

One Northfield Plaza Suite 111
Northfield, IL 60093

______________________________
Address of Insurance Agency

Telephone 888-488-2663 FAX 773-736-0835
STATE OF ILLINOIS
COUNTY OF COOK

I, Karen N. Genoff, a Notary of Public of Cook County, State of Illinois, do hereby certify that Craig Sherman, Attorney in Fact of U.S. Specialty Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of U.S. Specialty Insurance Company incorporated in the State of Texas for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in Chicago, Illinois in said county this 29th day of April, 2021.

My commission expires

[Signature]

OFFICIAL SEAL
KAREN N GENOFF
NOTARY PUBLIC - STATE OF ILLINOIS
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDUSTRY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents, make, constitute and appoint
Ted Sherman or Craig Sherman of Northfield, Illinois

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed $3,000,000.00. This Power of Attorney shall vest without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall and hereby does vest 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or releasing the Company's liability thereunder, and any such instruments so executed by any such Attorney(s)-in-Fact shall be binding upon the Company as signed by the President and sealed and executed by the Corporate Secretary.

Be it Resolved that the signature of any authorized officer or seal of the Company heretofofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF. The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2016.

AMERICAN CONTRACTORS INDUSTRY COMPANY  TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

By: Daniel P. Aguilar, Vice President

County of Los Angeles

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

On this 1st day of June, 2016, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the instrument is executed, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

[Signature]

[Seal]

Kio Lo, Assistant Secretary

Corporate Seals
Bond No.

Agency No. 5350

[Signature]

Visit lhcc.com/surety for more information.
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,

[Signature]
(print name – an Officer of the company)

[Signature]
(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: [Title]

Date: 04/28/21
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.

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.

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

   Name

   Name

   Name

   Name

   Name

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.

   Violation

   Violation

   Violation

   Violation

   Violation
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 Montgomey ss:

Thomaz Tapp being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of

Thompsons Corporation 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.
   
   [x] Corporation organized and existing under the laws of the State of Ohio.
   
   [ ] Labor organization.

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

By: [Signature]

Title: Vice President
CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OHIO  }  SS:
COUNTY OF MONTGOMERY  }

Thomas ________________, being first duly sworn deposes and
states that:

(1) He/she is ________________ of
   (owner, partner, officer, representative, or agent)
   Tapp Shiner enterprises 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

Vice President

TITLE
During the performance of this contract:

CONTRACTOR

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</th>
<th>Utilization Expressed in Percentage Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 1/1/2000 to Present</td>
<td>11.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Goals of Female Worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilization Expressed in Percentage Terms</td>
</tr>
<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

[Signatures]

(Contractor) certifies that:

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

   [List of trades]

   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]

(Signature of Authorized Representative of Bidder)

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WITH YOUR BID WILL RESULT IN YOUR BID NOT BEING READ
City Manager’s Report

From 6480 - PW/Property Management
Supplier, Vendor, Company, Individual
Name BCS Sports LLC
Address 1103 Gateway Drive
Dayton, Ohio 45404

Date June 2, 2021
Expense Type Lease Agreement
Total Amount $300.00 (thru 06/30/51)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>10000-6480-22559-54</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

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

Description

Ground Lease Agreement

The Department of Public Works requests permission to enter into a Ground Lease Agreement with BCS Sports LLC in the amount of $300.00 for the property located at 1103 Gateway Drive.

BCS Sports LLC will pay $10.00 per year for approximately 61 acres. The Ground Lease is effective upon execution and will terminate on the date occurring thirty (30) years following the Effective Date. BCS Sports LLC may renew this lease for two (2) additional ten (10) year terms at $20.00 per year.

The Ground Lease has been reviewed by the Law Department as to form and correctness.

A Certificate of Revenue is attached.
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name  BCS Sports LLC
Address  1103 Gateway Drive
City  Dayton  State  Ohio  Zip+4  45404  -  
Customer #  833671692  Address Location #  
Federal ID#  83-3671692  

Revenue Information: Fund  10000  Organization  6480  Revenue  22558  Program  54

Contract Information: Contract Start Date  7/1/2021  Contract Expiration Date  6/30/2051

Billing Information: Rate:  $10.00  Arrears  Pre-bill  X
Monthly (1st month of billing)  
Quarterly (1st month of quarter)  
Semi-annual (1st month of half)  
Annual (1st month of billing)  $10.00  
Other (explain)  
Rate Change Date  7/1/2051  Rate Change Amount  $20.00

Description of Services (wording on invoice): Annual Ground Lease agreement rental amount of $10.00 for the property located at 1103 Gateway Drive, Dayton, OH 45404. The base rent is due and owed on the first Monday of January of each year of the initial term.

Departmental Approval  Thomas J. Ritchie Jr.

TO BE COMPLETED BY FINANCE

City Reference Number  16-11609  Auditor  Satema Jones  Date  5/30/2001

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

Director of Finance  

(Rev 4/30/2008)
GROUND LEASE

THIS GROUND LEASE ("Lease"), is made and entered into this ___ day of ____________, 2021, ("Effective Date"), between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio, and BCS Sports LLC ("Lessee"), an Ohio limited liability company.

WITNESSETH THAT:

WHEREAS, Lessor owns the real property, known and referred to as the Action Sports Center, situated in the City of Dayton, County of Montgomery, State of Ohio; and,

WHEREAS, Action Sports Center is a multi-sports complex/venue which includes: soccer fields, baseball and softball diamonds, parking lots, restrooms, and other recreational facilities; and,

WHEREAS, Lessee desires to lease the real property, the improved property, and the structure located commonly referred to the Action Sports Center; and,

WHEREAS, Lessee desires to make certain improvements and investments making the Action Sport Center the premier sports complex in the Dayton region; and,

WHEREAS, Lessor deems it advantageous to itself, to its residents, and in the best interest of the public to lease unto Lessee the Action Sports Center and its structure, upon the terms and conditions set forth herein.

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

ARTICLE I – LEASED REAL PROPERTY

Lessor leases to Lessee approximately 61 acres of real property, located upon land commonly referred to as Action Sports Complex, 1103 Gateway Drive, Dayton, Ohio 45404 ("Premises"), for the exclusive use by the Lessee as a multi-sports venue. Specifically, the Premises leased hereunder is more precisely depicted in the attached Exhibit A – Leased Area Boundary Description, which is attached hereto and incorporated herein as Exhibit A, and Exhibit B - Leased Area Boundary Map, which is attached hereto and incorporated herein as Exhibit B. Lessee accepts the Premises “as-is”, and Lessor shall have no obligation to remediate, cure, or correct any issues or problems with the Premises. By execution hereof, Lessee acknowledges that Lessor has made no representation or warranty as to the Premises, including its fitness or suitability for use as a multi-sports venue or any other intended use(s).

ARTICLE II - REPRESENTATIONS

A. Lessor owns the Premises and, to its actual knowledge and belief, the Premises are free of liens, encumbrances and other matters that would materially and adversely affect title.
B. Except as otherwise set forth herein, Lessee acknowledges that all improvements and any other costs for development, construction, and/or maintenance of the Premises shall be borne solely by Lessee. Further, Lessee has represented and warrants to the Lessor that it has or will secure all the financing in an amount sufficient to undertake and complete the development of the Premises.

ARTICLE III – DUE DILIGENCE PERIOD; CAPITAL IMPROVEMENT OF PREMISES; AND INFRASTRUCTURE IMPROVEMENTS

A. Lessee shall, for a period of ninety (90) days ("Due Diligence Period") following the Effective Date, have the right to inspect the legal and physical condition of the Premises, including but not limited to title and zoning, and Lessee shall have the right to conduct review and planning activities, including, without limitation, site reviewing, engineering, surveying, environmental audits, inspections, photographing, rock borings, soil tests, and utility locating; provided, however, Lessee shall not be permitted to perform invasive tests without Lessor’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. If Lessee determines during the Due Diligence Period that it does not desire to continue leasing the Premises, Lessee shall have the right to terminate this Lease, upon written notice to Lessor, at any time on or prior to expiration of the Due Diligence Period. Lessee shall indemnify and hold Lessor harmless from and against any and all (i) damage caused to the Premises or any other property by Lessee or its agents or contractors, (ii) loss, damage or injury to any person or property to the extent resulting directly or indirectly from any hazard or other condition created by Lessee or its agents or contractors, (iii) any injury to Lessee or any of its agents or contractors, or any person arising out of the exercise of Lessee’s rights under this Lease, and (iv) any expenses incurred by or for Lessee, in connection with such planning or other activities. This indemnification provision shall survive any termination of this Lease.

B. Lessee shall complete all capital improvements, at its own expense, and all related facilities and improvements including, but not necessarily limited to: landscaping, walkways, automobile parking, and other amenities and facilities necessary or required. All construction shall be performed in accordance with all federal, state, and local statutes, laws, and zoning, building and fire code requirements. All required permits shall be at Lessee’s full cost and responsibility.

C. Title to all improvements constructed on the Premises by Lessee (or on behalf of Lessee) are and shall be deemed vested in, and such improvements belong and shall be deemed to belong to and are and shall be deemed to be owned by Lessee for all purposes including, without limitation, income tax and real property tax purposes. Any improvements remaining on the Premises at the expiration or termination of this Lease or termination of Lessee’s right to possession pursuant to this Lease (collectively, "Expiration Date"), shall become the property of Lessor, and Lessor shall thereupon be entitled to possession thereof without any consideration or cost to Lessor. Upon the Expiration Date, Lessee shall promptly surrender the Premises and the improvements thereon to Lessor in good condition, subject to normal wear and tear, and Lessee shall deliver actual possession and ownership of the Premises and the improvements thereon to Lessor by bill of sale or other evidence of transfer satisfactory to Lessor.
ARTICLE IV - USE OF PREMISES

A. Lessee shall use the Premises solely as a multi-sports complex/venue. However, Lessee is prohibited from hosting, allowing, or holding combat sport events or competitions on the Premises without the express written approval of the Lessor. No other use by the Lessee shall be permitted unless the Lessee receives prior written approval by the Lessor, and if required or necessary the approval by the Commission of the City of Dayton.

B. Lessee shall not do or permit to be done anything upon or on the Premises that will in any way conflict with any applicable law, ordinance, rule or regulation issued by any competent governmental authority. Further, Lessee shall not use or permit others to use the Premises for any improper, immoral, or unlawful purpose. Any violation of this Article shall be considered a material breach of this Lease and shall entitle the Lessor the immediate right to terminate this Lease.

C. Lessee shall not compete with events, programs, sports leagues, clinics, tournaments, and/or activities sponsored, run, or conducted by Lessor’s Department of Recreation and Youth Services. Further, Lessee shall not conduct, host, or allow to be hosted events, programs, sports leagues, clinics, tournaments, and/or activities on the Premises that compete with the Lessor’s Department of Recreation and Youth Services. However, Lessee may request, for each instance, in writing to the Director of the Department of Recreation and Youth Services for permission to conduct or host competing sports leagues, events, clinics, tournaments, and/or activities. If approved by the Director of the Department of Recreation and Youth Services, in writing, then Lessee may conduct and/or host events, programs, sports leagues, clinics, tournaments, and/or activities in competition with Lessor’s Department of Recreation and Youth Services. If Lessee competes without prior approval from the Director of the Department of Recreation and Youth Services then the Lessor shall be permitted to immediately terminate this Lease.

ARTICLE V – ADDITIONS, CHANGES, AND ALTERATIONS BY LESSEE

From time to time during the term of this Lease, Lessee, at its sole expense, may make additions to and alterations in any of the improvements now or hereafter located on the Premises provided however, that such additions or alterations shall not materially impair the strength or value of the improvements at the time located thereon, and shall be in conformity with all applicable laws, building ordinances, and regulations and shall first be approved by the Lessor, such approval not to be unreasonably withheld.

ARTICLE VI - TERM

This Lease shall begin on the Effective Date. The term of this Lease shall commence on the Effective Date and terminate on the date occurring thirty (30) years following the Effective Date. The Lessor may renew the terms of this Lease for two (2) additional ten (10) year terms, each referred to as a renewal term. The renewal shall be executed by the parties, and if necessary approved by the Commission of the City of Dayton. Each renewal term shall terminate ten (10) years after the effective date of any renewal agreement.
ARTICLE VII - LIQUIDATED DAMAGES

A. Lessee shall maintain the Premises in a professional and well-kept manner, including but not limited to all applicable entrance and exit ways, parking lot areas, and common areas. Further, Lessee shall maintain all playing surfaces in a professional and playable manner.

B. If the Lessor, in its sole determination, determines that the Premises have not been maintained in accordance to this Article then it will notify the Lessee of the violation. Lessee shall then have ten (10) days after notification to remediate the violation. If the violation is not remedied, based on the Lessor sole determination, then Lessee shall pay to the Lessor Two Thousand Dollars and Zero Cents ($2,000.00) as liquidated damages for failing to maintain the Premises.

ARTICLE VIII - RENTAL FEES

During the term of this Lease, Lessee shall pay to Lessor the following rental amounts and other consideration for the Premises:

A. For the initial term of this Lease, Lessee shall pay, as base rent, Ten Dollars ($10.00) per year. This base rent is due and owed on the first Monday of January of each year of the initial term.

B. For any renewal term of this Lease, Lessee shall pay, as base rent, Twenty ($20.00) per year. This base rent is due and owed on the first Monday of January of each year of the renewal term.

ARTICLE IX - RIGHTS AND OBLIGATIONS OF LESSOR

A. Lessor and its duly authorized representatives shall have the right to enter the Premises for the purposes of inspecting the Premises and doing any and all things which the Lessor is obligated or authorized to do as set forth herein, or which may be deemed necessary for the operation of the City and in the exercise of the Lessor’s police power. This provision shall in no way limit or restrict Lessor’s right to enter upon the Premises in the event of an emergency. However, Lessor agrees to provide twenty-four (24) hours’ notice to Lessee of its intent to enter the Premises when practical.

B. Lessor warrants quiet enjoyment of the rights and privileges granted herein, during the term hereof, upon the performance of Lessee’s covenants contained herein.

C. Nothing contained herein shall prohibit Lessor from granting easements, utility or otherwise, as long as said easements would not adversely affect Lessee’s use of the Premises for the purposes stated herein. All costs associated with granting said easements or executing activities for which said easements are granted shall be borne by Lessor or others; no cost shall be transferred to Lessee.
D. If Lessee fails to provide and maintain trash removal, mowing, snow removal or other required maintenance, Lessor shall have the right, but not the obligation, to provide or perform said services and to bill Lessee for the costs of said services plus a ten percent (10%) administrative fee, which Lessee agrees and shall promptly pay.

E. Lessor is permitted to use the Premises for activities hosted, conducted, and/or sponsored by the Lessor. Prior to using the Premises, Lessor will provide the Lessee with at least fourteen (14) days written notice of its intention to use the Premises. If there are no prior conflicts or there is available space on the Premises then the Lessor, at no cost, shall be permitted to use the Premises, including any sports fields, indoor facilities, or other amenities contained on the Premises. Further, Lessor is permitted to have access to and use the parking lot and restrooms located upon the Premises during its activities.

F. In addition to Section E above, Lessee shall grant Lessor, at minimum, the right to use the Premises and any sports fields, indoor facilities, or other amenities for ten (10) days each year during the term of this Lease. These days shall be mutually agreed upon by the Lessee and the Lessor prior to January 20th of the relevant year of this Lease.

G. The Lessee further grants the Lessor a right to access all monitoring wells, other Department of Water infrastructure, and other environmental infrastructure on the Premises.

ARTICLE X - RIGHTS AND OBLIGATIONS OF LESSEE

A. Lessee shall, at its own expense, provide for the complete and proper maintenance of the Premises and any structures or other improvements constructed thereon. For purposes of this Lease, maintenance activities to be performed and completed by Lessee include, but are not necessarily limited to, the following:

1. Vehicular parking and entrance drive snow removal, lighting repair, brooming, striping, sealing, replacement, and overlay of all paved or asphalt surfaces located on the Premises;

2. Mowing, planting, and maintenance of grass areas and landscaping to the Premises lease line;

3. Mowing, planting, lining, and all other maintenance or improvements necessary to maintain or bring all playing surfaces to a professional quality;

4. Maintenance of all utility lines serving the buildings to the lease line or metering point, whichever is larger;

5. Maintenance of storm drainage structures and storm lines on the Premises and sanitary sewer lines serving the Premises;
6. Maintenance, testing and service of any fire suppression system(s) and fire alarm system(s) within the improvements in accordance with all applicable codes and requirements; and,

7. Complete interior and exterior, including structural, maintenance and cleaning of the Premises.

E. Lessee shall, at its own expense, obtain from all authorities having jurisdiction over the operations and activities to be conducted upon the Premises, including, but not limited to, the Environmental Protection Agency, Ohio Environmental Protection Agency, and state and local fire protection agencies, all licenses, certificates, permits, registrations or other authorizations which may be required for the conduct of its operations and activities, and/or necessary to comply with any requirements of this Lease and/or in the exercise of any right or obligation granted in this Lease, including, but not limited to, any licenses, permits, procedures, or sampling required for Lessor to comply with the City’s Storm Water Pollution Prevention Plan. Lessee, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies that may be available to Lessee regarding any dispute or contest related to any authorization required. Upon request by Lessor, Lessee shall furnish to Lessor any and all permits or certificates required under this Lease.

F. Lessee shall, at its own expense, repair or pay for any and all damages to Lessor and its property caused by any wrongful or negligent acts or omissions of Lessee, its agents, employees, guest, or invitees arising out of Lessee’s use or occupancy of the Premises or in the exercise of any right or obligation granted herein. Lessee’s obligations hereunder shall survive the expiration or termination of this Lease.

G. Lessee shall, at its own expense, provide and use suitable covered receptacles for the storing of all trash, garbage and all refuse created during the occupancy and use of the Premises, and shall provide for the complete and proper removal and disposal away from the Premises of same.

H. The storage, handling, use and disposal of all Hazardous Materials, as defined by federal, state and local laws, shall be in compliance with all applicable licenses, permits, certificates or other authorizations obtained by Lessee and in compliance with all applicable federal, state and local laws governing the storage, handling, use and disposal of same.

I. Lessee, its agents, employees, patrons, guests, invitees and suppliers of service or furnishers of materials shall have the right of ingress to and egress from the Premises, subject to any current and future security restrictions.

J. Lessee shall have all utility accounts for the Premises separately metered and placed in its name. Lessee shall pay when due all utility charges (i.e., water, sanitary sewer, natural gas and electric) directly to the utility companies or municipalities providing such utility service. Lessee shall notify Lessor immediately upon termination of any utility account. Lessor may, at its option, place such terminated account in its name. In the event Lessor, willingly or otherwise, assumes the responsibilities for providing water, sanitary sewer, natural gas or electric services to the improvements during the Lessee’s tenancy, Lessee shall pay to Lessor
the higher of: i) the prevailing rates for similar type utility services offered by utility companies and/or municipalities providing utilities to similar utility users located in Dayton, Ohio or, ii) the actual cost incurred by the Lessor in providing the utility service to the Lessee. If Lessor bills Lessee for any involuntary assumption of utilities, Lessor may include a Five Percent (5%) administrative charge.

K. Lessee shall not erect, allow or permit to be maintained on the Premises, or upon the exterior of any improvement on the Premises, any billboards or advertising signs, except those which have the prior written approval of Lessor. Lessee may maintain on the Premises, or on the exterior of the buildings, its name in neatly arranged electric, neon, or other type sign or signs; with the size and type of sign or signs subject to Lessor’s prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

L. Lessee may, without the consent of Lessor, make minor alterations and changes to the Premises and any structures constructed thereon as Lessee may, at any time during the term hereof, find necessary or convenient for its use of the Premises. Any additions, alterations, demolition or changes to the Premises and improvements of a material, substantial or structural nature, shall be permitted under this Lease, with the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE XI - NON-DISCRIMINATION

A. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said Premises; and, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

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

ARTICLE XII - INSURANCE AND INDEMNITY

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

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

C. Lessee shall, at its own expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an “A” rating by “Best’s Insurance Guide” (or its successor), Comprehensive General Liability insurance in a sum of not less than Two Million Dollars and Zero Cents ($2,000,000.00) combined single limit for bodily injury and property damage. Current certificate(s) of insurance for each policy or concurrent policies of insurance required hereunder shall be furnished to Lessor. Such policies shall name the City of Dayton, Ohio, and its elected officials, officers, agents, employees and volunteers as additional insureds and provide written notice of cancellation to Lessor at least thirty (30) days prior to the effective date of cancellation. In addition, Lessee shall maintain Workers’ Compensation Insurance, in such amounts prescribed by Ohio law, for each of its employees and shall require its contractors and agents engaged to provide any services at the Premises to procure and maintain same.

D. Lessee shall, at its own expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an “A” rating by “Best’s Insurance Guide” (or its successor), casualty insurance on any improvements built upon the Premises in amounts commercially reasonable for similar multi-sports complex/venue, but will be required to carry in excess of eighty percent (80%) of replacement value. Such policy shall name the City of Dayton, Ohio, as a loss payee.

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

A. Lessee is prohibited from selling, assigning or transferring this Lease without the prior written consent of Lessor. For the purposes of this Lease, “affiliate” shall mean any entity controlled by Lessee, controlling Lessee, or under common control of Lessee.

B. Lessee may, without the consent of Lessor, sublease any portion of the Premises in Lessee’s normal course of business and consistent with the use of Premises as contemplated hereby.

C. Any sale, assignment, sublease, or transfer of this Lease is in violation hereof and shall be void.
ARTICLE XIV - UTILITIES, TAXES, AND ASSESSMENTS

A. Lessee shall pay all charges for all utilities, including but not limited to, water, electricity, gas, storm water, heat, sewers, and any other utility used by or on the Premises, including any connection fees, during the term of this Lease and any renewals thereto. Lessee shall be responsible for any and all cost and expenses associated with relocation of utilities which may become necessary because of Lessee's development and/or use of the Premises.

B. In addition to rents and fees, Lessee shall, at its own expense, pay all real property taxes, assessments, and impositions that are now and may be levied or imposed upon the entire parcel upon which the Premises sits and any real, leasehold, and personal properties or improvements, buildings, or structures situated or placed thereon. For clarity, regardless of the fact that Lessee is leasing 61 acres of the parcel, Lessee shall be responsible for all property taxes, assessments, and impositions on the entire approximately 110 acre parcel, more particularly described in Exhibit C - Parcel Map, which is attached hereto and incorporated herein as Exhibit C, and Lessor shall not be responsible for any real property taxes, assessments, or impositions on the parcel or Premises. Lessee shall take all actions and file any necessary paperwork with Montgomery County to transfer the tax bill into its name. Lessor will promptly notify and bill Lessee for any such real property taxes, assessments, and impositions due, and Lessee shall pay the amount invoiced to Lessor within thirty (30) days after receipt of the invoice. Lessee shall be permitted to protest or contest, in a manner specified by Lessor, the validity or amount of any such real property tax, assessment, or imposition. Lessor retains the sole right and obligation to file such protest or contest with the proper taxing authority; however, Lessee shall provide all necessary information and required legal or appraisal services relating to such protest or contest to Lessor at Lessee's sole cost and expense. Lessor shall bill Lessee and Lessee shall pay the invoiced amount to Lessor within thirty (30) days after receipt of invoice. Lessee's right to protest or contest taxes, assessments and impositions hereunder does not relieve Lessee of the obligation to pay such taxes, assessments, and impositions to Lessor unless Lessor receives a waiver from the applicable taxing authorities.

ARTICLE XV - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All covenants, stipulations, and agreements in this Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

ARTICLE XVI - TERMINATION BY LESSEE

In addition to all other remedies available to the Lessee under this Lease or at law, this Lease shall be subject to termination by Lessee if the Lessor defaults on any material term or condition of this Lease and fails to cure such default or to take prompt action to cure such default, within a period of thirty (30) days after receipt of written notice to cure the default; or, if by reason of the nature of such default it cannot be cured within the thirty (30) days and the Lessor fails to commence the remedying of such default within the thirty (30) day period.
ARTICLE XVII - TERMINATION BY LESSOR

A. In addition to all other remedies available to Lessor under this Lease or at law, this Lease shall be subject to termination by Lessor should any one or more of the following events occur:

1. If a court takes jurisdiction of Lessee and its assets pursuant to proceedings brought under any provisions of any federal reorganization act;

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

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

4. If Lessee defaults in the payment of any amounts due to Lessor hereunder and Lessee fails to cure such default within thirty (30) days after Lessor notifies Lessee in writing of the default;

5. If Lessee defaults in the performance of any term or condition of this Lease and Lessee fails to cure such default within thirty (30) days from receipt of written notice to cure such default; or if by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessor shall have the right to terminate this Lease if the Lessee fails to commence the remedying of such default within the thirty (30) day period or, after having so commenced, fails thereafter to continue with due diligence the remedying thereof;

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

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

8. If the Lessor, by its sole determination, determines that the Premises is necessary for any municipal purpose and provides Lessee with thirty (180) days written notice of termination; and/or,

9. If the Lessor provides the Lessee with one hundred and eighty (180) days written notice of the termination then for Lessor's convenience.
B. In the event the Lessor terminates this Lease, Lessee may, within thirty (30) days from the date of Lessor’s written termination notice, opt to purchase the Premises at its then fair market value. A licensed appraiser, selected by the Lessor, shall determine the fair market value of the Premises. After this fair market value is determined, Lessee and Lessor agree to negotiation in good faith for the sale of the Premises by quitclaim deed. However, Lessee agrees that the restrictions contained in Article XVII – Environmental Protection shall run with the land.

C. If Lessee fails to opt to purchase the Premises then Lessee shall have no further rights hereunder and shall thereupon immediately vacate the Premises and shall have no further rights or claims thereto.

ARTICLE XVIII – ENVIRONMENTAL PROTECTION

The Premises is located within the Water Resources Area of the Source Water Protection Area (https://www.daytonohio.gov/DocumentCenter/View/996/MAP---Source-Water-Protection-Areas-JPG?bidld) established for the protection of the groundwater and surface water, the Lessee shall provide such information as is required by the Lessor’s Director of Water, and their duly authorized representatives, (“Director”), and adhere to all restrictions and requirements in the City of Dayton’s Well Field Protection Program Revised Code of General Ordinances (“R.C.G.O.”) § 53 and R.C.G.O. § 150.3233, as well as all requirements of the Ohio and Federal Environmental Protection Agencies. These provisions include but are not limited to the following:

A. Reporting – Lessee shall file a Regulated Substance Activity Inventory Report (“RSAIR”) with the Director every year no later than March 30th.

B. Storage of Regulated Substance – The Premises is established as a conforming use being limited to one hundred and sixty (160) pounds (20 gallons) of Regular Regulated Substances.

C. Prohibited Uses per Section 150.363.2(E).– Lessee tenants shall contact Lessor’s Director of Water for approval before the application of any Regulated Substance such as fertilizer, pesticide, or other agricultural chemical on the Premises, whether the application is to be done by the building owner, any tenants, a contractor, or any other person or entity. Lessee shall provide the name of the Regulated Substance, the amount to be applied, and any additional details Lessor’s Director of Water requires, including a Material Safety Data Sheet and/or Globally Harmonized System of Classification and Labeling of Chemicals (GHS) Safety Data Sheet. The Lessee shall describe the location of the proposed application, and provide a site diagram, if Lessor’s Director of Water requires. Lessor’s Director of Water may prohibit the application of the Regulated Substance on the Parcel, in which case Lessee will be provided with the name of an acceptable alternative. The Lessor’s Director of Water may approve the application of the Regulated Substance, but the approval is limited to the request under consideration. Any future application of a Regulated Substance would require a new request for approval. The use of any Regulated Substances which are pest management chemicals, fertilizers, or other agricultural chemicals (such as fungicides) shall only be permitted when applied in accordance with Best
Management Practices and will be stored on site for no longer than seventy-two (72) hours.

D. Spill Reporting – The Lessee shall report a spill, leak, or discharge of any Regulated Substances on the Premises.

E. Dumping – The Lessee shall be responsible to clean up and properly dispose of all illegally and unauthorized waste dumping in or on the Premises.

F. Default – Failure of Lessee to comply with any provision of R.C.G.O. § 53 and R.C.G.O. § 150.3233, or any violations of local, state, or federal rules, regulations, or laws shall constitute as a material breach of this Lease, allowing for immediate termination of this Lease.

G. Well Access – The Lessee shall permit access by Lessor’s staff to wells installed on the Premises.

Lessee agrees that it shall not use the Premises in a way that would cause a deterioration of the water quality of the lake. Lessee shall be responsible for any and all remediation and clean-up costs in the event of deterioration of water quality, fish kills, or spill of a Regulated Substance. Lessee shall provide access to the Premises to the Director and their employees at all reasonable times for the purpose of sampling the lake water and ground water.

ARTICLE XIX - HOLDING OVER

In the event Lessee holds over and remains in possession of the Premises and rights granted herein after expiration or termination of this Lease and without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month that may be terminated at any time by Lessor or Lessee. During such hold over period, Lessee agrees to operate under the same terms and conditions of this Lease, including the payment of property taxes.

ARTICLE XX - INVALID PROVISIONS

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

ARTICLE XXI - WAIVER

A. No waiver by either party at any time, of any of the terms, conditions, covenants or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other. Receipt by Lessor of rent or other payments with knowledge of the breach by Lessee of any
covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by a duly authorized representative of Lessor or Lessee, as the case may be.

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

ARTICLE XXII – CONDEMNATION

A. If the entire Premises is condemned and taken for public use, this Lease shall automatically terminate on such date that the title shall vest in the condemnor. Rent and any additional fees and charges under this Lease shall be prorated as of the date of such termination; and upon termination, Lessee shall satisfy and cause to be released any mortgages, liens, or other encumbrances placed or suffered to be placed on the Premises by Lessee.

B. Any award or compensation paid on account of any taking or condemnation described herein shall be equitably divided between Lessor and Lessee, taking into consideration each party’s respective interest in the Premises and improvements thereon.

ARTICLE XXIII – SECURITY

Lessee shall be responsible for and provide reasonable security measures. The Lessee shall adhere to updates or changes in security measures as dictated by local, state, or federal mandates, as well as the Well Field Protection Program. At a minimum, Lessee shall provide the following security measures:

A. Lighting – The Lessee shall provide, install, and maintain lighting for the Premises, including the parking area.

B. Gate Locking – The Lessee shall ensure that all gates are locked when the Premises is not in use and provide all appropriate parties with a key to all gates to ensure entrance onto the adjacent Well Field Protection Program land.

C. Fence Maintenance – The Lessee agrees to maintain the structural integrity of all fencing, guardrails, gates, and other security structures in the Premises for protection of the Well Field Protection Program land.

ARTICLE XXIV – LEASEHOLD MORTGAGES

A. Lessee shall have the right to mortgage its leasehold interest under this Lease, provided that (1) Lessee invests one hundred percent (100%) of the proceeds from the mortgage
financing on improving, renovating, and/or equipping the Premises, (2) the maturity of the
debt secured by such mortgage must be a date that is prior to the expiration of the term of
this Lease, (3) such mortgage must be subordinate to this Lease and Lessor’s fee interest
in the Premises, and (4) prior to executing any such mortgage, Lessee shall deliver to the
Lessor written notice thereof, which notice shall include a copy of same along with the
name and address of each intended mortgagee and any other documentation or materials
reasonably requested by Lessor. Any such leasehold mortgage which complies with the
foregoing is referred to herein as a “Permitted Leasehold Mortgage,” and a mortgagee
under a Permitted Leasehold Mortgage is referred to herein as a “Leasehold Mortgagee.”
Lessor shall not be deemed to have any notice of any such mortgage, until and unless the
written notice required by this Article has been delivered to Lessor. At the request of the
Lessee or the Leasehold Mortgagee, Lessor will join in executing the appropriate
documents (i.e. estoppel agreement) to the extent reasonably necessary to protect the
Leasehold Mortgagee’s interest under the Permitted Leasehold Mortgage and in such form
as is reasonably acceptable to Lessor; provided, however, Lessor shall not subordinate this
Lease or its fee simple interest in the Premises in connection with any such mortgage.

B. Concurrent with any notice from Lessor to Lessee of a failure, breach or default by Lessee
in the performance or observance of any of the terms, conditions or agreements in this
Lease, Lessor shall give written notice thereof to each Leasehold Mortgagee, and each such
Leasehold Mortgagee shall have the right (but not the obligation) to cure such default.
Lessor shall not take any action with respect to such failure, breach, or default for a period
of thirty (30) days after receipt of such written notice by each Leasehold Mortgagee with
respect to any such default capable of being cured by the payment of money and for a
period of forty five (45) days after receipt of such written notice by each such Leasehold
Mortgagee with respect to any other default (provided that in the case of any default which
cannot be cured by the payment of money and cannot with diligence be cured within such
forty five (45) day period because of the nature of such default or because any such
Leasehold Mortgagee requires time to obtain possession of the Premises in order to cure
the default, if each such Leasehold Mortgagee shall proceed promptly to obtain possession
of the Premises, where possession is required, and to cure the same and thereafter shall
prosecute the curing of such default with diligence and continuity, then the time within
which such default may be cured shall be extended for such period as may be necessary to
complete the curing of the same with diligence and continuity). Upon the written request
of any Leasehold Mortgagee or prospective Leasehold Mortgagee, and for the exclusive
benefit of said Leasehold Mortgagee, Lessor will promptly deliver to said Leasehold
Mortgagee such form of Lessor's consent and waiver as may be reasonably required to
assure such mortgagee that Lessor will comply with this Article. Lessor shall accept any
cure by a Leasehold Mortgagee of a default by Lessee under this Lease as if the same had
been performed by Lessee; provided, however, no Leasehold Mortgagee shall be obligated
to cure any default by Lessee or any other matter.

ARTICLE XXV – LESSOR’S OPTION

The Lessor shall have an option to remove approximately 10 acres of the Premise, more
precisely described in Exhibit D – Boundary Description of Option Land and Exhibit E – Map of
Option Land (“Option Land”), from this Lease. To exercise its option, the Lessor shall notify the
Lessee in writing, at least thirty (30) days prior to the option's effective date, that it is exercising its option ("Option Notification"). If the option is exercised Lessor exercises this option then the Lessee may terminate this Lease by providing thirty (30) day written notice of its termination of this Lease. The Lessee shall cease occupying or using the Option Land within sixty (60) days of receiving the Lessor's notice. If the Lessee does not terminate this Lease after receiving the Option Notification, all remaining provisions and obligations of this Lease shall remain in full force and effect.

ARTICLE XXVI - GENERAL PROVISIONS

A. The term Lessor, as used in this Lease, means the City of Dayton, Ohio and where this Lease speaks of approval and consent by Lessor, such approval is understood to be manifested by act of Lessor's City Manager, except as otherwise expressly stated in this Lease.

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

Department of Public Works
ATTN: Property Management
101 W. Third Street
Dayton, OH 45402

or such other address as Lessor shall direct in writing.

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

BCS Sports LLC
1103 Gateway Drive
Dayton, Ohio 45404

or such other address as Lessee shall direct in writing.

D. This Lease merges all prior negotiations and understandings and there are no other agreements and understandings, oral or otherwise, between the parties pertaining to the Premises. This Lease and any written agreement hereafter made between the parties hereto shall be binding upon Lessee only when fully executed by an officer or authorized representative of both parties, and if necessary approved by the Commission of the City of Dayton. A signed copy of this Lease shall be mailed or delivered to Lessee after execution thereof by Lessor.

E. Lessee and Lessor represent that each has carefully reviewed the terms and conditions of this Lease and are familiar with such terms and conditions and agrees faithfully to comply
with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Lease.

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

G. Neither Lessee nor any contractor of Lessee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the Lessor's ownership of fee title to the Premises.

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

I. By entering into this Lease, Lessor shall in no way be deemed a partner or joint venturer with Lessee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.

J. The parties may amend or modify this Lease, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of Lessor and Lessee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

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

L. The parties shall record a memorandum of this Lease in accordance with provisions of Ohio law. Lessee shall pay the fees for recording the lease. In the event of termination of this Lease, Lessee shall execute a release of its interest in the Premises.

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

BCS SPORTS LLC.                    CITY OF DAYTON, OHIO

By: ____________________________  City Manager

Its: ____________________________

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

______________________________  2021

Min/Bk. _______  Pg. _______

Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS:

______________________________

City Attorney
Exhibit A

Leased Area Boundary Description

The leased area is located in the City of Dayton, County of Montgomery, State of Ohio, with the boundary of the said leased area being indicated on the Leased Area Boundary Map. Said boundary is further identified by the following description:

The point of beginning being the intersection of State Route Ohio Four highway ramp and the east right-of-way line of Stanley Avenue, also being the northwest corner of City Lot# 81543;

Thence eastwardly along the south right-of-way line of State Route Ohio Four, also being the north property line of City Lot# 81543, approximately 372.18 feet to a point;

Thence continuing northeasterly along the south right-of-way line of State Route Ohio Four, also being the north property line of City Lot# 81543, approximately 428.23 feet to a point, said point also being the southwest corner of City Lot# 79303pt;

Thence continuing northerly along the east right-of-way line of State Route Ohio Four, also being the west property line of City Lot# 79303pt and various City Lots and vacated right-of-way, approximately 350 feet to a point;

Thence continuing northeasterly along the east right-of-way line of State Route Ohio Four, approximately 232 feet to a point;

Thence continuing northeasterly along the east right-of-way line of State Route Ohio Four, approximately 327 feet to a point;

Thence continuing northeasterly along the east right-of-way line of State Route Ohio Four, approximately 904 feet to a point;

Thence continuing northeasterly along the east right-of-way line of State Route Ohio Four, also being the west property line of City Lot# 28428pt and vacated right-of-way, approximately 28 feet to a point;

Thence continuing northeasterly along the east right-of-way line of State Route Ohio Four, also being the west property line of City Lot# 28428pt and vacated right-of-way, approximately 383.49 feet to a point;

Thence southeasterly along the north lot line of City Lot#s 28427 and 28428 approximately 70 feet to the north property line of City Lot# 79240;

Thence northwardly approximately 50 feet toward the bank of the lake to a point 30 feet from the water’s edge;

Thence southeasterly following the contour of the lake, maintaining a distance of approximately 30 feet west of the water’s edge, approximately 1,260 feet to a point in the east property line of City Lot# 79267;
Thence southwardly along the east property line of City Lot# 79267 maintaining a distance of approximately 30 feet from the edge of the bank of the Mad River approximately 400 feet to a point;

Thence continuing southwestwardly 989 feet to a point in the east property line of City Lot# 81547;

Thence 430 feet along the east property line of City Lot# 81547 to appoint in Gateway Drive;

Thence continuing along the east end of Gateway Drive approximately 60 feet to the south property line of City Lot# 79293;

Thence continuing along the north right-of-way line of Gateway Drive 34.6 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 39.27 feet to a point 248.99, 168.92, 108.9, 324.65, 350.83, 39.27, 84.17, 100.75 to the place of beginning.

Thence, continuing along the north right-of-way line of Gateway Drive 60 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 39.27 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 248.99 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 168.92 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 108.9 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 324.65 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 350.83 feet to a point at the intersection of Gateway Drive and Stanley Avenue;

Thence, continuing along the east right-of-way line of Stanley Avenue 39.27 feet to a point;

Thence, continuing along the east right-of-way line of Stanley Avenue 84.17 feet to a point;

Thence, continuing along the east right-of-way line of Stanley Avenue 100.75 feet to the point of beginning containing 61 acres more or less.

NOTE: This leased area does not include the lake or access to the lake.
Exhibit B

Leased Area Boundary Map

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal instrument and should not be substituted for a legal search, appraisal, survey, or for zoning verification.
Exhibit C
Parcel Map
Exhibit D

Boundary Description of Option Land

The leased area is located in the City of Dayton, County of Montgomery, State of Ohio, with the boundary of the said leased area being indicated on the Leased Area Boundary Map. Said boundary is further identified by the following description:

The point of beginning being the intersection of State Route Ohio Four highway ramp and the east right-of-way line of Stanley Avenue, also being the northwest corner of City Lot# 81543;

Thence eastwardly along the south right-of-way line of State Route Ohio Four, also being the north property line of City Lot# 81543, approximately 372.18 feet to a point;

Thence continuing northeasterly along the south right-of-way line of State Route Ohio Four, also being the north property line of City Lot# 81543, approximately 428.23 feet to a point, said point also being the southwest corner of City Lot# 79303pt;

Thence continuing northwardly along the east right-of-way line of State Route Ohio Four, also being the west property line of City Lot# 79303pt and various City Lots and vacated right-of-way, approximately 393.55 feet to a point;

Thence continuing northeasterly along the east right-of-way line of State Route Ohio Four, approximately 223.91 feet to a point;

Thence southwardly to a point in the south property line of City Lot# 81543 also being the north right-of-way line of Gateway Drive;

Thence, continuing along the north right-of-way line of Gateway Drive approximately 77 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 168.92 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 108.9 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 324.65 feet to a point;

Thence, continuing along the north right-of-way line of Gateway Drive 350.83 feet to a point at the intersection of Gateway Drive and Stanley Avenue;

Thence, continuing along the east right-of-way line of Stanley Avenue 39.27 feet to a point;

Thence, continuing along the east right-of-way line of Stanley Avenue 84.17 feet to a point;

Thence, continuing along the east right-of-way line of Stanley Avenue 100.75 feet to the point of beginning containing 10 acres more or less.

NOTE: All measurements are approximate.
Exhibit E

Map of Option Land
City Manager’s Report

From: 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual
Name: Karen Gadel
Address: 146 East Third Street
Dayton, Ohio 45402

Date: June 2, 2021
Expense Type: Other, (See Description Below)
Total Amount: $200.00 (Paid to City)

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<td>10000-6450-27118-54</td>
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Includes Revenue to the City: ✔ Yes  □ No
Affirmative Action Program: □ Yes  □ No  ✔ N/A

Description

SPECIAL USE PERMIT TO INSTALL PATIO

The Department of Public Works requests permission for Karen Gadel, being the owner of 146 East Third Street and lessee Juanita Darden to install a 10' x 30' patio at the SW corner of East Third Street and St. Clair Street.

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

Clerk

Date

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

The undersigned, karen Gagel being the owner and
Leasee of the following described premises, to
wit: Being all or part of Lot No. 8, Tract 2, Section
4, City of Dayton, Ohio, hereby makes the following
privilege or permit for installation, maintenance and use
of the following license or privilege in said public way, to-wit:

10'x30' Patio at SW corner of Third St. & St. Clair

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

A plot 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 to cover the fee for permit and legal advertisement is hereby made.

[Signed]

Karen Gagel
Owner

Juanita Michelle Darden
Leasee

Approved by:

Director of Public Works

December 2006

Witness our signatures hereon:

Karen Gagel

Juanita Michelle Darden

Approved by the Commission of the City of Dayton, Ohio.
APPLICATION FORM: PUBLIC RIGHT-OF-WAY

For Permit for Privileges in Streets and Public Places

Dayton, Ohio July 17 20 06

TO THE DIRECTOR OF PUBLIC WORKS

Juanita Michelle Darden Applicant, owner, lessee(*) by

application for a permit for 1412 E Third Street, Dayton, Ohio 45402

Third Perk Coffeehouse & Wine Bar a JM

Enterprise LLC will install a patio (10ft x 30ft) in front of

Lot number 1324, known as number

Street

Pursuant to all of the provisions of Section 95.30 to 95.49, both 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.

It is understood and agreed that if this application is granted and a permit is issued for the purpose aforesaid, same will be accepted by the applicant subject to all the conditions set out in Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exists or may hereafter be amended as well as subject to such other and further conditions as may hereafter imposed by law or ordinance.

Juanita M Darden

Applicant

By

Authorized Agent

(*) Strike out word or words not applicable.

Juanita M Darden

Owner

DAYTON Pop-Up Patio Pilot Program
JM Enterprise, LLC dba
Third Perk Coffeehouse & Wine Bar
146 East Third Street
Dayton, Ohio 45402
Attn: Juanita Michelle Darden

Dear Karen,

I am writing today as your tenant to seek your permission to create a new outdoor dining space by creating a patio on the St. Clair Street side of Third Perk Coffeehouse & Wine Bar.

I am following the rules set forth by the City of Dayton to create this outdoor space for my customers, and I’m happy to share details about the layout and setup of the space, if you would like. If you like to see all the guidelines in detail, you can find a copy at DaytonOhio.gov.

This installation will be a part of the City of Dayton’s Pop-Up Patio Program, but our patio is a permanent structure. If I have your permission to proceed with this plan, please sign below. I am happy to answer any questions as best I can.

Sincerely,

Juanita Michelle Darden

[Signature]

✓ Yes, I understand the nature of this Pop-Up Patio pilot program, and I consent to this business’ application, knowing this business must adhere to the guidelines established by the City of Dayton.

Sign Name: Karen Guscus
January 5, 2021

TO:         Fred Stovall, Director  
            Department of Public Works

FROM:  Michael Powell, Director  
        Department of Water

SUBJECT: Special Privilege Permit No. 940623 – 146 E. Third St.

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

- We have no objection to the installation of a 10’ x 30’ Patio on S. Saint Clair St. for the Third Perk Coffee House & Wine Bar at 146 E. Third St.

If you have any questions, please contact Ben Botkin at 333-2058.
January 19, 2021

TO:    Fred Stovall, Director
       Public Works Department

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

SUBJECT: Special Privilege Permit No. 940623
         146 E. Third St., Dayton, Ohio

With regard to the above-referenced special privilege permit request, Zoning Administration has no objections to its issuance.

Thx.

cc:    File
January 14, 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 940623 – 146 E. Third Street

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 determines that there is sufficient pedestrian area after the installation of the proposed patio.

If you have questions, please contact me at ext. 3673.
City Manager’s Report

From 6210 - Police Director
Supplier, Vendor, Company, Individual
Name Optotrafic, LLC
Address 4600 Forbes Blvd.
Lanham, Maryland 20706

Date June 2, 2021
Expense Type Other, (See Description Below)
Total Amount $2,590,000.00 thru 12/2023

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

Description

Professional Services Agreement
Traffic Safety Enforcement System and Related Services

The Department of Police requests approval to increase expenditure authority with Optotrafic, LLC (“Optotrafic”) for the Traffic Safety Enforcement System and Related Services. This increase will continue professional services from Optotrafic for the City’s traffic safety enforcement system to include activity reports, ticket verification and fixed, portable and hand-held automatic speed devices to assist DPD with traffic photo enforcement. Police requests an increase in expenditure authority in an amount not to exceed $2,590,000.00, based on revenue projections through December 31, 2023. Expenditure authority and estimated revenue, including contingency, by year is as follows: $930,000.00 in expenditures based on revenue of $2,434,700.00 for 2021, $830,000.00 of expenditures based on revenue of $2,108,900.00 for 2022 and $830,000.00 in expenditures based on revenue of $2,108,900.00 for 2023. The City’s Agreement with Optotrafic is revenue driven with no costs incurred by the City unless revenue is received.

The original Agreement for $133,400.00, awarded under RFP No. 16018D, was approved by the Dayton City Commission on July 12, 2017. Expenditure authority of $305,400.00 was approved by the Dayton City Commission on January 3, 2018. The First Amendment approving $1,505,400.00 in additional expenditure authority was approved by the Dayton City Commission on June 27, 2018. The Second Amendment to extend the date of the Agreement to December 31, 2020 was signed on December 20, 2019. The Third Amendment to extend the date of the Agreement through December 31, 2023 was signed on December 29, 2020. The total authority under the contract is $4,534,200.00.

A Certificate of Funds and the original Agreement are attached.

SM

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 8/2016
# CERTIFICATE OF FUNDS

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

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**Attach additional pages for more FOAPALs**

- **Vendor Name:** Optotraffic, LLC
- **PH:** 301-552-6201
- **Vendor Address:** 4600 Forbes Blvd.
- **City:** Lanham
- **State:** MD
- **Zipcode:** 20706
- **Street:**
- **Federal ID:** 37-1609800
- **Commodity Code:** 98176
- **Purpose:** Additional expenditure authority for revenue driven contract for traffic enforcement services.
- **Commission approval of additional authority will be encumbered in 2022 for $830,000.00 and in 2023 $830,000.**

**Contact Person:** Sheelah Moyer
- **ext:** 1045
- **Police/Director's Office:**
- **Department/Division:**
- **Date:** 5/20/2021
- **E-SIGNED by Matt Carper on 2021-05-20 11:42:12 GMT**

**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**
- **J.M.**
- **Date:** May 25, 2021
- **CT21-1741 CORD 2**
- **Date:**
- **CF/CT Number:**

**CF Prepared by**
- **E-SIGNED by Tonika Williams on 2021-05-25 17:40:32 GMT**

**Finance Department**

October 18, 2011
## Multi-Year Budget Authority Tracking

**Optotraffic**

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**Total**

4,534,200  
1,579,586.08
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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| Fund | Org | Acct | Prog | Act | Loc |
| Amount | | | | | |
| Fund Code | | | | | |
| Amount | | | | | |
| Fund Code | | | | | |

Attach additional pages for more FOAPALs

Vendor Name: Optotraffic, LLC PH: 301-552-6201
Vendor Address: 4600 Forbes Blvd. Lanham MD 20706
Street City State Zipcode + 4
Federal ID: 37-1609800
Commodity Code: 98176
Purpose: Additional expenditure authority for revenue driven contract for traffic enforcement services.

Contact Person: Sheelah Moyer ext. 1045
Police/Director's Office 5/4/2021
Department/Division Date

Originating Department Director's Signature: E-SIGNED by Matt Carver on 2021-05-01 19:01:28 GMT

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.

E-SIGNED by LaShea Lofton on 2021-05-20 19:49:34 GMT
Finance Director Signature

May 20, 2021
Date
CT21-1741
Date
CF/CT Number

Finance Department

October 18, 2011
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THIRD AMENDMENT
AGREEMENT FOR
TRAFFIC SAFETY SERVICES SYSTEM

This THIRD AMENDMENT is dated this 29th day of December, 2020, between the City of Dayton, Ohio ("City") and Optotraffic, LLC ("Contractor").

WHEREAS, on July 19, 2017 the City entered into an agreement with the Contractor for services related to the traffic safety enforcement system ("Agreement") under the terms and conditions specified in the Request for Proposal for Traffic Safety Enforcement System and Related Services, RFP No. 16018D; and

WHEREAS, the City seeks to continue the Traffic Safety Enforcement System to reduce traffic violations and associated motor vehicle accidents; and

WHEREAS, the City seeks to amend and extend the Agreement until December 31, 2023; and

WHEREAS, the Contractor agrees with the amendment and extension.

NOW, THEREFORE, in consideration of the mutual covenants and warranties contained herein, the parties agree to amend the Agreement as follows:

Section 1. Section Eight of the Agreement shall be deleted and replaced with the following:

Section Eight. Term.

The term of this Agreement shall commence on July 19, 2017 and shall continue until December 31, 2023. The City shall have the right, but not the obligation, to extend the Agreement for two (2) consecutive one (1) year periods through December 31, 2026, provided however, that any such extension or renewal shall be reduced to writing, making specific references to this Agreement, and shall be executed by a duly authorized representative for each party, and if required or applicable, approved by the Commission of the City of Dayton.

Section 2. The parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.
Section 3. Except as herein modified, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Contractor, by duly authorized representatives have executed this First Amendment as of the date first above written.

CITY OF DAYTON, OHIO

[Signature]
City Manager

OPTOTRAFFIC, LLC

[Signature]
Thomas Bouchard, Chief Executive Officer

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

APPROVED:

[Signature]
Director and Chief of Police

*No Commission Action Required*
SECOND AMENDMENT TO
AGREEMENT FOR
TRAFFIC SAFETY SERVICES SYSTEM

This SECOND AMENDMENT is dated this 20th day of December, 2019, between the City of Dayton, Ohio ("City") and Optotraffic, LLC ("Contractor").

WHEREAS, on July 19, 2017 the City entered into an agreement with the Contractor for services related to the traffic safety enforcement system ("Agreement") under the terms and conditions specified in the Request for Proposal for Traffic Safety Enforcement System and Related Services, RFP No. 16018D; and

WHEREAS, on July 17, 2018 the City and Contractor signed a First Amendment to the Agreement, extending the Agreement until December 31, 2019; and

WHEREAS, the City seeks to continue the Traffic Safety Enforcement System to reduce traffic violations and associated motor vehicle accidents; and

WHEREAS, the City seeks to amend and extend the Agreement until and including December 31, 2020; and

WHEREAS, the Contractor agrees with the amendment and extension.

NOW, THEREFORE, in consideration of the mutual covenants and warranties contained herein, the parties agree to amend the Agreement as follows:

Section 1. Section Eight of the Agreement shall be deleted and replaced with the following:

Section Eight. Term.

The term of this Agreement shall commence on July 19, 2017 and shall continue until and including December 31, 2020. The City shall have the right, but not the obligation, to extend the Agreement for three (3) consecutive one (1) year periods through and including December 31, 2023; provided however, that any such extension or renewal shall be reduced to writing, making specific references to this Agreement, and shall be executed by a duly authorized representative for each party, and if required or applicable, approved by the Commission of the City of Dayton.

Section 2. The following shall be inserted in Section Twenty-One of the Agreement as subsection G:

G. The parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.
Section 3. Except as herein modified, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Contractor, by duly authorized representatives have executed this Second Amendment as of the date first above written.

CITY OF DAYTON, OHIO

[Signature]
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
City Attorney

OPTOTRAFFIC, LLC

[Signature]
Thomas Bouchard, Chief Executive Officer

APPROVED:

[Signature]
Director and Chief of Police

**NO COMMISSION ACTION REQUIRED**
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Original CT/CF: G17CCT-63CT10CCT01-784

Increase Encumbrance: $75,000.00
Decrease Encumbrance: $213,625.00

Amount: $75,000.00

Fund Code: 16122 - 6210 - 1158 - 71 - 
Fund Org Acct Prg Act Loc

Amount: 

Fund Code: 
Fund Org Acct Prg Act Loc

Attach additional pages for more FOAPALs
Vendor Name: Optotraffic, LLC
Vendor Address: 4600 Forbes Blvd, Lanham, MD 20706
Federal ID: 37-1600880
Commodity Code: 98176
Purpose: Additional expenditure authority for revenue driven contract for traffic enforcement services.

Contact Person: Sheelah Moyer, ext. 1045
Policy/Operations Office: Police Department/Division
Date: 12/11/2020

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
Date: 11/29/2020

Prepared by
Date: 12/24/2020

Finance Department
October 10, 2021
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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Required Documentation

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Attach additional pages for more FOAPALs

Vendor Name: Optitraffic, LLC
PH: 301-552-6201
Vendor Address: 4600 Forbes Blvd., Lanham, MD 20706
Street City State Zipcode + 4

Federal ID: 37-1608800
Commodity Code: 98176
Purpose: Additional expenditure authority for revenue driven contract for traffic enforcement services.

Contact Person: Sheelah Moyer ext. 1045
Police/Department/Office: 9/5/2020

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: 7/8/2020

CF Prepared by: [Signature]
CF/CFT Number: 1741
Date: 7/16/2020

Finance Department

October 16, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

- New Contract
- Renewal Contract
- Change Order
- Other

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| Fund Code: | |

| Amount: | |
| Fund Code: | |

Attach additional pages for more FOAPALs

Vendor Name: Optotracffic, LLC, PH: 301-552-8201
Vendor Address: 4600 Forbes Blvd., Lanham MD 20706
Federal ID: 37-1806800
Commodity Code: 98176
Purpose: Expenditure authority for revenue driven contract for traffic enforcement services, which is extended to December 31, 2020.

Contact Person: Sheelah Moyer, ext. 1045

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: 

Date: 01/08/2020

CF Prepared by:

Date: 02/07/2020

CF/CT Number: CT201741

Date: 2/20/2020

October 18, 2011
### Multi-Year Budget Authority Tracking

**Optotraffic**

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CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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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

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Attach additional pages for more FOAPALS

Vendor Name: Optotraffic, LLC  PH: 301-552-6201
Vendor Address: 4600 Forbes Blvd. Lanham MD 20706 Street City State Zipcode + 4
Federal ID: 37-1609800
Commodity Code: 98176
Purpose: Increase contract for traffic safety photo enforcement system and related services.

A First Amendment was approved on June 27, 2018. The City Commission approval of the First Amendment in 2018 includes $805,400 expenditure authority for 2019.

Contact Person: Sheelah Moyer ext. 1045 Police/Director's Office 9/30/2019 Department/Division Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 10-8-14 Date

CF Prepared by: [Signature] 10/3/14 CF/CT Number: [Signature] 10/3/14 Date

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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**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:** $61,775.00

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**Amount:** __________

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**Attach additional pages for more FOAPALs**

Vendor Name: Optotraffic, LLC  
PH: 301-552-6201

Vendor Address:  
4600 Forbes Blvd.  
Lanham, MD 20706

Street  
City  
State  
Zipcode + 4

Federal ID: 37-1609800

Commodity Code: 98176

Purpose: Increase contract for traffic safety photo enforcement system and related services.

A First Amendment was approved on June 27, 2018. The City Commission approval of the First Amendment in 2018 includes $305,400 expenditure authority for 2019.

Contact Person: Sheelah Moyer  ext. 1113

Police/Director’s Office  
Department/division  
Date 9/11/2019

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

Date 11/1/2019

CF/CT Number: CT19-1741

October 18, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
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Original CT/CF: CT17-1741/CT18-1741

| Increase Encumbrance | $600,000.00 |
| Decrease Encumbrance | - |
| Remaining Commission Approval | $505,400.00 |

Amount: $600,000.00

Fund Code: 16122 - 6210 - 1156 - 71 - -

Required Documentation

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

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

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: 2/10/2019

Prepared by: [Signature]
Date: 2/17/19

CF/CT Number: CT17-1741

Vendor: Optotraffic, LLC
PH: 301-552-6201

Vendor Address: 4600 Forbes Blvd.
Lanham
MD 20706
Street
City
State
Zipcode + 4

Federal ID: 37-1609800

Commodity Code: 98176

Purpose: Payment to vendor for traffic safety photo enforcement system and related services.

A First Amendment was approved on June 27, 2018. The City Commission approval of the First Amendment in 2018 includes $905,400 expenditure authority for 2019.

Contact Person: Sheelah Moyer ext. 1113

Police/Director's Office: 2/4/2019

Originating Department Director's Signature: [Signature]
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1,438,800 505,400
FIRST AMENDMENT TO
AGREEMENT FOR
TRAFFIC SAFETY SERVICES SYSTEM

This FIRST AMENDMENT is dated this [ ] day of [ ] J U L Y  , 2 0 1 8 , between the City of Dayton, Ohio ("City") and Optotraffic, LLC ("Contractor").

WHEREAS, on July 19, 2017 the City entered into an agreement with the Contractor for services related to the traffic safety enforcement system ("Agreement") under the terms and conditions specified in the Request for Proposal for Traffic Safety Enforcement System and Related Services, RPP No. 16018D; and

WHEREAS, the City seeks to continue the Traffic Safety Enforcement System to reduce traffic violations and associated motor vehicle accidents; and

WHEREAS, the City seeks to amend and extend the Agreement until December 31, 2019; and

WHEREAS, the Contractor agrees with the amendment and extension.

NOW, THEREFORE, in consideration of the mutual covenants and warranties contained herein, the parties agree to amend the Agreement as follows:

Section 1. The first paragraph of Section Eight of the Agreement shall be deleted and replaced with the following:

Section Eight. Term.

The term of this Agreement shall commence on July 19, 2017 and shall continue until December 31, 2019. The City shall have the right, but not the obligation, to extend the Agreement for four (4) consecutive one (1) year periods through December 31, 2023; provided however, that any such extension or renewal shall be reduced to writing, making specific references to this Agreement, and shall be executed by a duly authorized representative for each party, and if required or applicable, approved by the Commission of the City of Dayton.

Section 2. Except as herein modified, all other provisions of the Agreement remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Contractor, by duly authorized representatives have executed this First Amendment as of the date first above written.

CITY OF DAYTON, OHIO

City Manager

OPTOTRAFFIC, LLC

Thomas Boucher, Chief Executive Officer

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

APPROVED:

Director and Chief of Police

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

Min./Bk. I-15 Pg. 0295

Date 27 June 2018

Clerk of Commission
City Manager's Report

From 6210 - Police Director
Supplier, Vendor, Company, Individual
Name Optotraffic, LLC
Address 4600 Forbes Blvd.
          Lanham, Maryland 20706

Date June 27, 2018
Expense Type Contract Modification
Total Amount $1,505,400.00 thru 12/31/2019

Fund Source(s) Fund Code(s) Fund Amount(s)
Special Project 16122-6210-1158-71 $600,000.00 2018 Expense
                 16122-6210-27308-71 $1,600,000.00 2018 Revenue
                 16122-6210-27311-71 $905,400.00 2019 Expense
                 16122-6210-27312-71 $3,621,800.00 2019 Revenue
                 16122-6210-27313-71

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

Description

1st Amendment-Service Agreement for Traffic Safety Enforcement System Services

The Department of Police requests approval of a First Amendment to the Agreement for Traffic Safety Enforcement System services with Optotraffic, LLC ("Optotraffic"). Optotraffic will continue to provide support for the traffic safety photo enforcement system and related services to the City. Optotraffic provides fixed, semi-portable and hand-held automatic speed devices to assist DPD with traffic photo enforcement. Police requests an increase in expenditure authority of an additional amount not to exceed $1,505,400. The additional expenditure authority is supported by an increase in estimated revenues from traffic safety photo enforcement. Revenue from traffic safety photo enforcement is restricted to public safety equipment expenditures, including police cruisers, fire/EMS emergency response vehicles along with public safety technology equipment.

To-date, the City has seen a 15% reduction in injury crashes and a 5% reduction in non-injury crashes compared to the same time period last year.

The Agreement was awarded under RFP No. 16018D that was sent to 9 vendors with 4 bids received. The original Agreement was approved by the Dayton City Commission on July 12, 2017 as Calendar Item No. 6 and was signed on July 19, 2017 with the original term ending September 1, 2018. The Amendment will also extend the term of the contract to December 31, 2019.

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

A Certificate of Funds, Certificate of Revenue and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Mark G. Etter

Date 6/21/18

approved

Clerk

Rachel Lavender

Date 7/17/2018

Updated 8/2016
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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

| Original CT/CF               | CT18-1741/CT18-1741 |
| Increase Encumbrance         | $400,000.00          |
| Decrease Encumbrance         | $200,000.00          |
| Remaining Commission Approval|                       |

| Amount:                      | $400,000.00          |
| Fund Code                   | 16122 - 6210 - 1158 - 71 |
|                           | Fund - Org - Acct - Prog - Act - Loc |

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

Attach additional pages for more FOAPALs

Vendor Name: Optotraffic, LLC PH: 301-652-6201
Vendor Address: 4600 Forbes Blvd. Lanham MD 20706
Federal ID: 37-1606800
Commodity Code: 98176
Purpose: Payment to vendor for traffic safety photo enforcement system and related services.
The approval in 2018 is for an additional $900,000 with $400,000 encumbered at this time. The first encumbrance of $133,400 was encumbered in the General Fund. The City Commission approval in 2018 includes $905,400 expenditure authority for 2019, which will be encumbered on January 1, 2019.

Contact Person: Sheelah Moyer ext. 1113 Police/Director's Office 6/13/2018

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] Date: 6/18/13

CF Prepared by [Signature] Date: 6/18/18

Finance Department

October 16, 2011
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

New Contract

Renewal Contract

X Change Order

Other

Contract Start Date 07/19/17
Expiration Date 09/01/18
Original Commission Approval $ 133,400.00
Initial Encumbrance $ 133,400.00
Remaining Commission Approval $ -

Original CT/CF CT17-1741
Increase Encumbrance $ 305,400.00
Decrease Encumbrance $ -
Remaining Commission Approval $ -

Required Documentation

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

Amount: ____________________________  Amount: $ 305,400.00  Seq. #2

Fund Code

Fund - Org - Accnt - Prog - Act - Loc

Vendor Name: Optotraffic, LLC  PH: 301-552-6201
Vendor Address: 4600 Forbes Blvd. Lanham MD 20706
Federal ID: 37-1608600
Commodity Code: 98176
Purpose: Payment to vendor for traffic safety photo enforcement system and related services.

Contact Person: Sheelah Moyar ext. 1045  Chiefs Office 12/14/2017
Department/Division Date

Originating Department Director's Signature: ____________________________

SECTION II - to be completed by the Finance Department

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

Finance Director's Signature: ____________________________  Date 12-31-17

CF Prepared by: ____________________________  Date 12-21-17

October 18, 2011
City Manager's Report

From: 6210 - Police Director

Supplier, Vendor, Company, Individual
Name: Optotraffic, LLC
Address: 4600 Forbes Blvd.
          Lanham, Maryland 20706

Date: January 3, 2018
Expense Type: Other, (See Description Below)
Total Amount: $305,400.00 thru 9/1/2018

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<th>Fund Source(s)</th>
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Includes Revenue to the City: Yes
Affirmative Action Program: Yes

The Department of Police is requesting permission for 2018 expenditures of $305,400 with Optotraffic, LLC ("Optotraffic"). Optotraffic is providing a traffic safety photo enforcement system and related services to the City. The Contractor is providing fixed, semi-portable and hand-held automatic speed devices to assist DPD with traffic photo enforcement. Through December 13, 2017, the City has received a total of $89,894.24 in revenue, less $51 in refunds due to citizens who paid warning notices, with approximately $22,473.56 due to the vendor with the City receiving $67,420.68.

The City began the program at limited locations on October 1, 2017 with a 30-day period of providing warnings to the owners of vehicles who exceeded speed limits. During the warning period, the City issued over 19,000 warnings. Currently, there are 2 trailers and 6 mobile devices being used under the program. The City has seen a 23% decrease in speed violations at one trailer site and a 12% decrease in speed violations at the second trailer site. Implementation has been slower than expected due to Optotraffic having issues obtaining electric services at fixed locations. The City will publicize the location of fixed devices as they are activated in the future.

The Agreement was awarded under RFP No. 16018D that was sent to 9 vendors with 4 bids received. The Agreement was approved by the Dayton City Commission on July 12, 2017 as Calendar Item No. 6 and was signed on July 19, 2017. The Agreement will expire on September 1, 2018 unless the City elects to execute up to five one-year terms.

A Certificate of Funds, Certificate of Revenue and a copy of the Agreement are attached.

Division: 
Department: 
City Manager:

Signatures/Approval

Approved by City Commission

Updated 8/2016
AGREEMENT FOR TRAFFIC SAFETY ENFORCEMENT SYSTEM

THIS AGREEMENT, dated this 19th day of March, 2017 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and Optotraffic, LLC ("Contractor"), a for-profit corporation with its principal place of business in the State of Maryland.

WITNESSETH THAT:

WHEREAS, the City is committed to the enforcement of traffic laws within its municipal corporate limits;

WHEREAS, the City seeks to implement a revised Traffic Safety Enforcement System (the "Program") to reduce traffic violations and associated motor vehicle accidents;

WHEREAS, the City submitted a Request for Proposal–Traffic Safety Enforcement Systems and Related Services RFP-No. 16018D dated April 2016 (hereinafter "RFP"), a copy of which is attached hereto as Exhibit A and incorporated herein, seeking proposals for a complete traffic safety enforcement system and related services, including installation, maintenance, implementation and management of the City’s Program;

WHEREAS, the Contractor responded to the RFP, a copy thereof is attached hereto as Exhibit B and incorporated herein, representing that it is a leading vendor in the United States supplying such systems, has the experience in delivering full ticketing services, and is willing to provide its equipment and services to the City for the implementation, management and maintenance of the City’s Program; and

WHEREAS, the Contractor’s response to the RFP has been accepted by the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION ONE. CONTRACTOR’S OBLIGATIONS

The Contractor shall perform all work and provide all equipment, products and services as described in Exhibit B, which is attached hereto and incorporated herein, to the extent not in conflict with the terms, conditions and requirements set forth in Exhibit A. Primarily, the Contractor shall provide, as set forth in Exhibit B, the following to implement, manage and maintain the Program for the City:

1) Design and install fixed photo red light enforcement systems, portable and fixed speed enforcement systems, and handheld speed enforcement systems;
2) Create an Integrated Citation Management system;
3) Provide training to City personnel;
4) Provide system maintenance;
5) Provide and perform citation processing;
6) Provide Customer service;
7) Contractor will provide to the City, upon request, reports or any program performance related information;
8) Litigation support; and
9) Public awareness and promotional campaign support to include:

a. Updates to the City’s automated enforcement website as necessary;
b. Providing information and education for City Officials and employees;
c. Assisting the City with any information needed for press conferences, press releases, and newspaper publications;
d. Providing reports and statistics concerning program effectiveness;
e. Providing basic education about the science and technology behind the Program system;
f. Participating in community events and outreach activities with local schools; and

g. Creating and providing public service announcements and/or mailing inserts

For the purpose of this Agreement, all work, products, and services to be furnished to the City pursuant to this Agreement shall be collectively referred to hereinafter as the “Contractor Obligations.”

To facilitate effective communication with the City and to achieve accountability in the performance of this Agreement by the Contractor, the Contractor hereby designates Cory Kuzyk to act as the “Project Manager.” The Project Manager shall have the power and authority to make management decisions on behalf of the Contractor. In the event the Contractor changes the person designated as the Project Manager, it shall immediately notify the City. The Project Manager or an alternate shall be available to respond twenty-four hours per day, seven days a week, to any Communication by the City’s Project Manager and/or his or her designee.

In performing the Contractor Obligations, the Contractor shall utilize the services of competent and licensed (where appropriate) professionals, and warrant and represent that all Contractor Obligations will comply with all applicable federal, state, local and other laws, ordinances, codes, regulations, orders and agency or industry standards or other standards applicable to the Contractor Obligations.

The City maintains a list of vehicles to be towed (“Tow List”) for enforcement of unpaid parking and photo enforcement violations. To facilitate the City’s need to maintain an accurate Tow List, Contractor agrees to the following:

1) To establish an automated method, in coordination with the City’s IT Department, to:

   a) Transfer Notice of Liability data to the City’s MIS database. The data transfer must occur no less frequently than once daily.
   b) Transfer Notice of Liability status updates to Dayton’s MIS database, which is used to track towable vehicles. The status updates must occur in “real time” or “near real-time”
basis for payments made by credit card to facilitate an accurate up-to-date Tow List. Lockbox payments made by check or money order will be updated daily.

2). The appropriate electronic data transfer methodology and all other technical details will be coordinated with the City in order to provide a reliable and accurate transfer of data. The data transfer methodology must be designed in a manner that will ensure no data loss in the event of connectivity problems and/or scheduled downtime for Dayton’s MIS database.

3). Provide the City with a technical “point of contact” or Helpdesk support for troubleshooting data and/or data transfer issues as they may arise.

SECTION TWO. COMPENSATION

A. Fee

The Contractor shall be entitled to retain, as complete payment for the performance of all Contractor’s Obligations during the entire term of this Agreement, the set fee of $21.25 per paid Notice of Liability. However, in the event the owner or responsible party tenders a partial payment of a Notice of Liability, the Contractor shall be permitted to retain twenty-five percent (25%) of the partial payment, up to the maximum of $21.25 payment amount specified above, with the remaining seventy-five percent (75%) remitted to the City.

For purposes of this Agreement, “paid Notices of Liability” shall mean that the owner or responsible party tendered complete payment of the civil penalty for a violation of Section 70.121 of the Revised Code of General Ordinances of the City of Dayton.

Should the City be required to return money collected for Notices of Liability, Contractor shall not be entitled to receive payment for those Notices of Liability, and if payment has already been made to the Contractor, the Contractor agrees to return its portion of payments to the City for the Notices of Liability within 30 calendar days of the City’s notice to Contractor.

B. Payment of Paid Notice of Liability Fee

Notices of Liability (NOL) payments may be made by cash (only for the to be defined walk-in-payment option), check, money order, or credit card. Contractor, directly and or through Contractor’s third party processor, will process payments made by mail and, at no additional cost to City, provide the capability for individuals receiving NOL to view and pay NOL online by credit card. All NOL and delinquent notices will expressly state that all payments of fines are to be made payable to City at the designated physical or website address. All payments of NOL will be deposited into the City’s Lockbox Account described below. Payments of NOL will be tracked using the system of record, VioView™ Financial Tracking System (VioView FTS). Contractor is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Contractor; Contractor is authorized to
charge a reasonable credit card convenience fee to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by Contractor. Contractor shall provide Dayton with AICPA SOC 2 Reports to ensure that the process used is secure and meets with AICPA best practices. Moreover, the services provided shall conform with AICPA Statement on Standards for Attestation Engagements (SSAE) No. 16.

To ensure accurate and complete tracking of program funds, City will establish a bank account with lockbox service “Lockbox Account” for the purpose of accepting deposits of NOL payments, including credit card payments and returned check processing costs. The Lockbox Account shall belong to the City. Contractor shall pay for all costs associated with the Lockbox Account. The invoices for the charges for the Lockbox Account and services shall be sent directly to the Contractor and the Contractor shall pay the invoices directly. All payments other than credit card payments shall be deposited in the City’s Lock Box Account daily. All credit card payments will be transferred on a weekly basis, on Monday, or the following business day in the event that Monday falls on a bank holiday, Contractor will initiate a transfer of funds to the City’s lockbox deposit account equal to the total credit card NOL payments collected in the 7 day period beginning on Saturday and ending on the immediate preceding Friday. Also on a weekly basis on Friday, or the following business day in the event that Friday falls on a bank holiday, Contractor will provide Dayton with a reconciliation letter of the preceding business week’s lockbox account, showing a breakdown of method of payment, partial vs. full payment, identifiers of the NOL’s that were paid to facilitate the City’s tracking of payment plans, deposits adjusted by any refunds, returned checks or other related account activity. The reconciliation letter will be sent to Dayton via email or other mutually agreed upon method. Contractor shall provide direct access to Dayton its VioView FTS database. By the end of the second business week following a month’s close, Contractor will invoice the City for the fees as set forth in Section 2A. All interest generated from the deposits shall belong to the City.

Contractor agrees that any and all computer software, hardware, firmware, payment card processing policies, procedures, and related services proposed to be utilized to process payments shall be:

a. Completed by a qualified professional payment card processing firm acceptable and approved by the City.


c. Contractor shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Officer.docx?agreement=true&time=1493826893795).

d. Contractor agrees to indemnify and hold the City, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees) and expenses arising out of or relating to any loss of City customer payment card or identity information managed,
retained or maintained by the proposed second party service provider, including but not limited to fraudulent or unapproved use of such credit card or identity information.

Due to the new relationship between the parties and the potential for unforeseen complications, in the event that the City of Dayton determines that Contractor has not provided accurate, timely or complete tracking of program funds, the City at its sole option, reserves the right to modify the payment process mentioned above, up to and including taking over the payment process internally, provided that the City has given Contractor notice of its intention to modify the payment process and Contractor has not cured within thirty (30) days of such notice (or such longer period as the parties may mutually agree in writing after service of the notice). The City and the Contractor agree that the transfer of the payment process will be effected within 30 days of the expiration of the cure period and with minimal disruption to the program to ensure continuity of the payment process. Regardless of fault, should the City wish to take over the payment process internally, Contractor agrees to use its best efforts to transfer the responsibilities to the City within 60 days of the City’s written notice with minimal disruption to the program to ensure continuity of the payment process. Contractor will work with the City to identify and correct any discrepancies between the City’s MIS system, cash deposits and the NOL’s reported as being issued. This may result in regular reports that will be identified and developed during the testing period.

C. **Delinquent Account Fees**

For purposes of this Agreement, “Delinquent Account(s)” means the accounts of persons assessed a civil penalty for violation of Section 70.121 of the R.C.G.O. and fail to timely pay the civil penalty. The City charges a returned check fee, currently $35 and a late fee for failure to timely pay civil penalties, currently $25. The City is entitled to retain the returned check and late fees in whole. If collection efforts on Delinquent Account(s) result in payment of the notice of liability for a violation of Section 70.121 of the Revised Code and General Ordinances of the City, the Contractor shall receive, as payment for the performance of all Contractor Obligations for the particular Delinquent Account, an amount equal to twenty five percent (25%) of the actual amount collected on the Delinquent Account less collection cost. For example, if as a result of the collection efforts, $85.00 is collected on a Delinquent Account and collection cost equal $28.00, the Contractor is entitled to payment of $14.25 ($85.00 - $28.00 = $57.00 x 25%) The City agrees to provide all information related to these Delinquent Accounts to Optotraffic.

**SECTION THREE. PERFORMANCE.**

A. **Time of the Essence**

The Contractor understands that time is of the essence in the establishment and maintenance of the Program for the City, and, therefore, the Contractor shall comply with meeting deadlines set forth in this Agreement, as may be amended or replaced by mutual agreement of the parties.

B. **Excusable Delay**

Either party may suspend performance during the occurrence of an “Excusable Delay”, which shall mean and include any delay not occasioned by the fault or negligence of the delayed party and which results from acts of God or public enemy, restrictions, prohibitions, priorities or allocations imposed by governmental authority upon acts of the other party hereto, embargoes, fires, floods, typhoons, earthquakes, epidemics, unusually severe weather, delays of similar natural or governmental causes, and
strikes or labor disputes (of or involving the delayed Party’s employees only). Unless, in its sole
discretion, the City has approved detailed plans for assurance of timely and conforming completion of the
Services in the event of such specific delays, Excusable Delays do not include lock-outs, labor shortages,
inability to obtain raw materials, fuel or supplies (unless caused solely by priorities, restrictions, or
allocations imposed by governmental authority), or any other industrial disturbance.

In the event that the Contractor discovers any fact which may, or could with the passage of time, result in
Excusable Delay, the Contractor will immediately: (1) advise the City of such fact; and (2) use its best
efforts in taking all measures and precautions to reduce the effect of such Excusable Delay upon City’s
needs for the Products and Services. In addition, at any time at the City’s request, the Contractor will
furnish to the City: (1) such information as City may request concerning matters the presence or absence
of which could result in delays; and (2) assurance or contingency plans with respect to those matters.

SECTION FOUR. INDEMNIFICATION AND LEGAL ASSISTANCE

A. Indemnification

The Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees
and agents from and against legal liability for all claims, losses, damages, and expenses
(including reasonable attorney’s fees) to the extent that such claims, losses, damages, or
expenses are caused by or arise out of the performance of Contractor’s Obligations as required
under this Agreement, and/or infringement or alleged infringement of any patent, copyright,
trademark, or other intellectual property right, privacy or similar right of any third party and/or
the acts, omissions or conduct of the Contractor or its officers, employees, contractors and
agents; but excepting such claims, losses, damages and expenses or liabilities that are solely
caused by or arise out of the negligence or wrongful acts or omissions of the City, its officers,
employees and agents. In the event of any claim, threatened claim, or notification of either which
may be the subject of indemnification provided for in this Section Four, the City will give the
Contractor written notification thereof and provide the Contractor such reasonable assistance in
the response and prosecution of any defense as the Contractor may request, at the Contractor’s
expense.

B. Providing Legal Assistance

In addition to the obligations listed in Section Four (A), above, Contractor agrees to provide legal
assistance to the City in its defense of any lawsuits brought challenging the City’s use of photo
enforcement. This includes, but is not limited to, retaining legal counsel to assist in the defense of any
such suits and providing witnesses, including expert witnesses, for use in any litigation. Contractor shall
fully cooperate with the City in any such litigation, including providing documentation and information
requested by the City and City shall take all necessary measures, including seeking a protective order or
confidentiality agreement where appropriate, to protect Contractor’s confidential and proprietary
commercial, business, systems, operational, etc., information and data. Contractor shall be responsible
for any litigation costs, including attorney’s fees for any proceeding dealing with a protective order to
protect the Contractor’s confidential and proprietary commercial, business, systems, operational, etc.
information and data.
SECTION FIVE. INSURANCE.

During the performance of this Agreement and in lieu of a performance bond, the Contractor shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, General/Comprehensive Liability Insurance, with a combined single limit in the minimum amount of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate. The Contractor shall also maintain Workers’ Compensation Insurance, in such amounts as required by law.

All policies of General/Comprehensive Liability Insurance shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insured(s) and shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage. Within thirty (30) days of the execution of this Agreement, Contractor shall furnish the City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained herein.

The Contractor agrees to require any contractors and subcontractors engaged to provide all or any portion of the construction/installation or other services related to the performance of Contractor Obligations to comply with the insurance requirements set forth in this Section.

SECTION SIX. NON-DISCRIMINATION.

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

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

SECTION SEVEN. WARRANTY.

In addition to the warranties specified in Exhibit A, the Contractor also warrants that it shall perform all Contractor Obligations contracted for under this Agreement in a workmanlike manner.

SECTION EIGHT. TERM.

The term of this Agreement shall commence on the date of the Agreement listed on page 1, above, and shall continue until September 1, 2018. The City shall have the right, but not the obligation, to extend the Agreement for five (5) consecutive (1) year periods through September 1, 2023; provided however, that any such extension and renewal shall be reduced to writing, making specific reference to this Agreement, and shall be executed by a duly authorized representative for each party, and if required or applicable, approved by the Commission of the City of Dayton.

The Contractor shall take all actions necessary to prepare at least five (5) but not more than twenty (20) permanent speed camera systems. The Contractor shall take all actions necessary to prepare at least five
(5) but not more than twenty (20) permanent red light systems. The Contractor agrees that it will install no less than five (5) permanent speed camera systems for the City-identified Program sites. The Contractor agrees that it will install no less than five (5) red light camera systems for the City-identified Program sites. The City's Project Manager shall identify the Program sites. During the term of this Agreement and any renewal period(s), the City shall have the right to require the Contractor to install cameras and related equipment, at Program sites identified by the City, provided that the total number of active Program sites does not exceed twenty eight (28) total sites including both red light and speed enforcement cameras. Additionally, the Contractor will maintain, equip and deliver to the City, at no cost, two (2) mobile speed operations and six (6) hand held units.

Contractor shall construct fixed speed enforcement capability, and activate said systems to capture excessive speed violations at a speed threshold determined solely by the Dayton Police Department. The construction of the fixed speed and red light enforcement cameras shall commence no later than July 30, 2017 and end on or before October 1, 2017. Activation of fixed speed enforcement and red light enforcement cameras shall commence no later than September 1, 2017.

SECTION NINE. CONFIDENTIALITY.

During the term of this Agreement and in furtherance of the performance of this Agreement, either party may provide the other party with information that it considers confidential or proprietary. Such information will be labeled in writing as "Confidential Information." City, on its behalf and that of its employees, agents, officers and elected officials, acknowledges that the software, documentation, training materials, and other information related to the Program, as well as Contractor's system, are confidential and proprietary information and trade secrets of Contractor ("Confidential Information"). City agrees to: (a) to hold the Confidential Information in strictest confidence and not to release such information to any party other than an employee or authorized agent of City with a need for such knowledge to utilize the Program as contemplated by this Agreement; (b) not to make use of the Confidential Information for its own benefit or for the benefit of any third parties, other than as contemplated by this Agreement; and (c) not to release or disclose Confidential Information to any other party either during the Term of this Agreement or after the termination of this Agreement. Each party will only copy the Confidential Information to the extent necessary to perform the work and services contracted for pursuant to this Agreement. Nothing in this Section shall prohibit or limit either party's use or disclosure of Confidential Information: (i) previously known to it; (ii) independently developed by it; (iii) acquired by it from a party which is not, to the other party's knowledge, under an obligation not to disclose such information, (iv) is or becomes publicly available through no breach of this Agreement by either party, or (v) such disclosure is required by law or through proper judicial process.

SECTION TEN. OWNERSHIP OF EQUIPMENT AND SOFTWARE / RESTORATION OF PROGRAM INTERSECTION SITES

It is agreed that the Contractor shall retain its license rights and, as may be applicable, full ownership in and to all equipment, computer programs, and other hardware and software used in the performance of this Agreement and Contractor Obligations. Contractor does not convey any equipment or system to the City, and which equipment or system shall remain the exclusive property of Contractor. Upon termination or expiration of this Agreement, the Contractor shall have the right to remove any and all equipment (including, but not limited to, poles, hardware, housings, and all other components of the camera system)
from the Program intersection sites. The Contractor shall also have the right to substitute, as may be necessary from time to time and with reasonable notice to the City, any and all equipment used in the performance of this Agreement or in furtherance of the Contractor’s performance of the Contractor Obligations.

Upon removal of installed equipment from any Program intersection site, the Contractor shall be responsible for restoring the site to the reasonable satisfaction of the City, which, at a minimum, shall include disconnection of any wiring and cables, and restoring all streets, curbs, sidewalks, traffic controllers to their functional original condition. In completing such restoration activities, the Contractor shall comply with all then current City, state and federal laws, rules, regulations, codes and standards.

SECTION ELEVEN. TERMINATION.

A. Termination

This Agreement may be terminated in the event or for the following reasons:

1. The Contractor defaults in the performance of any Contractor obligations and/or any other term and condition of this Agreement, and such default is not cured within thirty (30) days (or such longer period as the parties may mutually agree in writing after service of the notice of default) from the date the City provides notice of the default.

2. If the quality of the equipment, products and or services is not acceptable or defective in such a manner or to such a degree as to prevent the substantial implementation of the Program.

3. The City defaults in the performance of the terms and conditions of this Agreement, including payment of the fee, and such default is not cured thirty (30) days (or such longer period as the parties may mutually agree in writing after service of the notice of default) from the date the Contractor provides notice of the default.

4. The City may terminate or suspend performance of the Agreement for the City’s convenience upon thirty (30) days prior written notice to Contractor.

5. If a receiver or custodian (as defined in the U.S. Bankruptcy Code) is appointed for the Contractor.

6. If the Contractor ceases to exist; if the Contractor shall be declared insolvent.

7. For any reason as may be permitted by law.

In addition to the foregoing, the City may immediately terminate this Agreement if a voluntary petition under any provision of the U.S. Bankruptcy Code, as amended, or any successor statute, is filed by the Contractor, or if any involuntary petition to obtain an order for relief against the Contractor is filed, provided that such voluntary and/or involuntary petition is not vacated within forty-five (45) days from the date of filing.

B. Procedure on Termination or Expiration
Upon the termination or expiration of this Agreement, the following shall apply:

1. Unless otherwise agreed in writing, the obligations, liabilities, warranties, representations, rights and remedies of each of the parties accrued, made or incurred prior to or at the time of any termination or expiration of this Agreement shall survive such termination or expiration of this Agreement.

2. The City may, at its option, exercise any remedy available to it in law or in equity, including the exercise of any remedies provided under the Uniform Commercial Code, as adopted by the State of Ohio.

3. On the date and to the extent specified in any notice of termination, the Contractor shall stop work under this Agreement.

4. The Contractor shall immediately provide to the City any and all information, materials and records provided by the City to the Contractor under this Agreement.

5. The Contractor shall take such action as may be necessary for the protection and preservation of the City’s property.

6. The Contractor shall comply with all City instructions for the timely transfer of all terminated portions of this Agreement to the City and/or such person or entity identified by the City.

7. The Contractor shall assist the City or such person or entity identified by the City in completing any activities undertaken prior to the date of termination or expiration of this Agreement, including, but not limited to, any judicial and administrative proceedings.

8. Contractor, for a period of twelve (12) months after the termination date, will continue with the collection and distribution of NOL payments in accordance with this Agreement. City and Contractor agree to negotiate a fair and equitable way to collect and distribute NOL payments that remain outstanding after this twelve (12) month period.
SECTION TWELVE. COMMUNICATIONS AND NOTICES.

Any written communication or notice required or permitted under this Agreement, exclusive of communications related to the citation processing services to be provided, shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid and addressed to the parties at the respective addresses set forth in this Agreement. Such communications and notices shall be delivered or sent to the respective party at the following address:

**Contractor:** Optotraffic, LLC  
4600 Forbes Boulevard  
Lanham, Maryland 20706  
Attention: Thomas Bouchard  
Chief Executive Officer

**City:** City of Dayton Police Department  
335 W. Third St.  
Police Department  
Dayton, OH 45402  
Attn: Chief Richard Biehl

**With a copy to:**  
City of Dayton, Ohio  
101 West Third Street  
Dayton, Ohio 45402  
Attention: City Manager

Nothing contained in this Section shall be construed to restrict the transmission of routine communications, or communications related to the performance of citation processing services to be provided, between representatives of the Contractor and the City.
SECTION THIRTEEN. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Ohio, without giving effect to its choice of law provisions or principles. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

SECTION FOURTEEN. WAIVER.

A waiver by either City or the Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION FIFTEEN. INTEGRATION.

This Agreement, together with all Exhibits and/or attachments, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

SECTION SIXTEEN. AMENDMENT.

The City or the Contractor may amend or modify this Agreement, provided that such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of each party, and, if required or applicable, approved by the Commission of the City of Dayton.

SECTION SEVENTEEN. ASSIGNMENT.

The Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Section, however, shall prevent Contractor from employing independent contractors, associates, and subcontractors to assist in the performance of Contractor Obligations.

SECTION EIGHTEEN. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not subject to the control by the City, except as provided herein. The parties agree that the relationship between the parties shall not be held out or construed as employer-employee, joint venturer, or principal-agent. The Contractor shall not act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the City, without the prior written and express authority to do so by a duly authorized representative. Contractor is not a public office or a person responsible for public records as those terms are defined by the Ohio Revised Code 149.43, as amended from time to time.
SECTION NINETEEN. ACCEPTANCE

All equipment, products, computer programs, software and hardware, any like and similar deliverables to be provided under this Agreement by the Contractor shall be tested in accordance with the City’s and industry recognized standard testing techniques before being accepted by City.

Such equipment, products, computer programs, software and hardware, and all other Contractor Obligations shall be accepted when the City operates it, or, in the case of services, is provided in accordance with the performance specifications and all requirements set forth herein.

SECTION TWENTY. ORDER OF PRECEDENCE.

In the event of any inconsistency or conflict between the terms of the Agreement and any Exhibit, the language in the Agreement shall control. In the event of any inconsistency or conflict between the terms of Exhibits A and B, the language contained in Exhibit A shall control.

SECTION TWENTY-ONE. MISCELLANEOUS.

A. To the extent that Contractor is responsible for performing certain Contractor Obligations on the City’s premises, the Contractor and its employees, agents, and representatives shall comply with the City’s rules and regulations then in effect at the locations where the Contractor Obligations are performed.

B. The titles of the various sections of this Agreement are solely for convenience and are not part of the Agreement for purposes of interpreting the provisions hereof.

C. Unless otherwise specified, the terms “herein,” “hereunder,” “herewith,” and words of similar import refer to this entire Agreement; the singular includes the plural, and conversely.

D. It is specifically agreed between the parties that the provisions of Sections 4, 7 and 9 shall survive the expiration or termination of this Agreement.

E. Contractor agrees to maintain only City of Dayton program-related information in accordance with the City of Dayton’s “Schedule of Records Retention and Disposition Continuation Sheet” per Schedule Numbers 10-60062, 10-50059 and 10-50076.

F. In order to ensure that the City is being paid the appropriate sum of money under this Agreement, the City has the right to inspect and audit Contractor’s records pertaining to this Agreement upon reasonable notice. In addition, the Contractor shall provide to the City a copy of an annual audit provided by an outside auditor and inclusive of programmatic revenue tracking and disbursements.
IN WITNESS WHEREOF, the City and the Contractor, each by a duly authorized representative, have executed this Agreement as of the day and date set forth above.

WITNESSED BY:

[Signature]

OPTOTRAFFIC, LLC

By: [Signature]

Title: Chief Executive Officer

WITNESSED BY:

[Signature]

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:

July 12, 2017

Min./Sec.

Clerk of the Commission
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

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<tr>
<th>X</th>
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<th>Renewal Contract</th>
<th>Change Order</th>
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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: | $133,400 |
| Fund Code: | 10000 - 6210 - 1158 - 71 |
| Fund | Org | Acct | Prog | Act | Loc |

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

Vendor Name: Optotraffic, LLC
Vendor Address: 4600 Forbes Blvd., Lanham, MD 20706
Federal ID: 37-1809800
Commodity Code: 98176
Purpose: Payment to vendor for traffic safety photo enforcement system and related services.

Contact Person: Sheelah Moyer ext. 1045

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]
Finance Director's Date: 6-30-17

CF/Prepared By: [Signature]
CF Date: 6-29-17
CF/CT Number: CT17-1741

Department/Division: Chief's Office

Date: 6-29-17
City Manager's Report

From 6210 - Police Director
Supplier, Vendor, Company, Individual
Name Optotraffic, LLC
Address 4600 Forbes Blvd.
Lanham, Maryland 20706

Date July 12, 2017
Expense Type Award of Contract
Total Amount $133,400.00 thru 9/2018

Fund Source(s) Fund Code(s) Fund Amount(s)
General Fund 10000-6210-1188-71 $133,400
General Fund 10000-6210-27311-71 $533,500 (Revenue)

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

Description

The Department of Police requests permission to enter into an agreement with Optotraffic, LLC to provide devices for a traffic safety photo enforcement system and related services. The Contractor will provide fixed, semi-portable and hand-held automatic speed devices to assist DPD with traffic photo enforcement. From 2014-2016, the City has experienced a 40% increase in traffic crashes and 45% increase in traffic deaths. Specific locations have not been finalized but will be selected based on either a three year review of crashes at top intersections for fixed devices or in response to citizen complaints and officer concerns to deploy semi-portable and hand held automatic devices. The City has started a public information campaign to inform citizens that photo enforcement will begin and there will be a 30-day grace period upon activation of each fixed site. The City will publicize the location of fixed devices.

The traffic safety enforcement system will be operated with one Police Officer at each location/device. The City estimates the traffic safety initiative will generate $533,500 in revenue with the Contractor earning up to a total of $133,400 for a net balance to the City of $400,100.

The City solicited Request for Proposal No. 16018D to nine vendors and received 4 bids. The DPD has reviewed proposals and recommends the contract be awarded to Optotraffic, LLC. The Agreement will begin upon execution and expire after one year, unless the City elects to continue the agreement for up to 5 one-year renewable terms.

A Certificate of Funds, Certificate of Revenue and a copy of the contract are attached.

Signatures/Approval

Division

Mark G. Etz

Department

City Manager

FORM NO. MS-16

Approved by City Commission

Rashida Ravenden

Clerk

July 12, 2017

Date

Updated 8/2016
City Manager’s Report

From 6450 - PW/Civil Engineering

Supplier, Vendor, Company, Individual
Name Westminster Presbyterian Church
Address 208 West First Street
Dayton, Ohio 45402

Date June 2, 2021
Expense Type Other, (See Description Below)
Total Amount $768.00 (Paid to City)

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<th>Fund Source(s)</th>
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<th>Fund Amount(s)</th>
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<td>General Fund</td>
<td>10000-6450-27118-54</td>
<td>$768.00</td>
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</table>

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

Description

SPECIAL USE PERMIT TO INSTALL CURBING & STORM SEWER

The Department of Public Works requests permission for Westminster Presbyterian Church, being the owner of Lot No. 69, to install 378 square feet of curbing and storm sewer which encroach into the right-of-way of the 16 feet wide public alley running between North Wilkinson Street and North Perry Street.

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

Clerk

Date

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

The undersigned Westminster Presbyterian Church being the owner and lessee of the following described premises, to wit: Being all or part of Lot No. 69 on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon West 1st Street and are known as No. 208 ) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to wit:

378 sq. ft. of curbing and storm sewer which encroach into the right-of-way of the 16 feet wide Public Alley running between North Wilkinson Street and North Perry Street.

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 $ 768.00 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 and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by 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 will at 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 or 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 95.30 to 95.49, both 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 hereto this 12th day of February 2021.

Witnessed in our presence:

Owner

Lessee

Approved by:

Director of Public Works

Approved by:

City Manager

Approved by:

Clerk of the Commission

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.
WESTMINSTER PRESBYTERIAN CHURCH BUILDING
City Lot No. 69
208 W. 1st Street

159.5'

6.5'

16' WIDE PUBLIC ALLEY

2'

IMPROVEMENTS (CURB AND STORM SEWER)
ENCROACH PUBLIC ALLEY BY THE
DIMENSIONS NOTED
TOTAL ENCROACHMENT AREA = 378 SQ.FT.

ENCROACHMENT EXHIBIT FOR:
WESTMINSTER PRESBYTERIAN CHURCH
City Lot No. 69
208 W. 1st Street
City of Dayton, Montgomery County, Ohio
Total Encroachment Area = 378 sq.ft.

Proj: 20224
Draw: JDB
Scale: 1"=40'
Date: 02.11.2021
March 5, 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 940625 – 208 W. First Street

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 for Westminster Presbyterian Church.

If you have questions, please contact me at ext. 3673.
February 25, 2021

TO:        Fred Stovall, Director
            Department of Public Works

FROM:      Michael Powell, Director
            Department of Water

SUBJECT: Special Privilege Permit No. 940625 – 208 W. First St.

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

- We have no objection to the installation of 378 sq. ft. of curbing and storm sewer encroaching into the Public Alley between N. Wilkinson St. and N. Perry St.

If you have any questions, please contact Ben Botkin at 333-2058.
March 14, 2021

TO:    Fred Stovall, Director
        Public Works Department

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

SUBJECT: Special Privilege Permit No. 940625
         208 W. 1st St., Dayton, Ohio

With regard to the above-referenced special privilege permit request, the Div. of Zoning Administration has no objections to its issuance.

Thanks.

cc:    Ford Weber
        Lisa Moell

Attachments
City Manager’s Report

From 1400 - Human Relations Council

Supplier, Vendor, Company, Individual

Name David Pigford

Address 907 West Fifth St., Ste. 117
Dayton, OH 45402

Date June 2, 2021
Expense Type Payment of Voucher
Total Amount $8,960.00

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Business Assistance Center 2019-2021</td>
<td>28258-1400-1159-57</td>
<td>$8,960.00</td>
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</tbody>
</table>

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

Description

SERVICE AGREEMENT – PAYMENT OF VOUCHER

The Human Relations Council (HRC) requests permission for a payment of voucher in the amount of Eight Thousand Nine Hundred and Sixty Dollars ($8,960.00) for costs incurred from April 23, 2021 until May 14, 2021 to provide professional services for the Minority Business Assistance Center (MBAC).

Dayton Human Relations Council is host to the Dayton MBAC and administers programming on behalf of the State of Ohio’s Development Services Agency. The State has identified a new strategic focus for the centers on historic preservation. The Greater Dayton region is home to over 20 historical districts. Renovations and care for these historic neighborhoods oftentimes take special training. Funding from the 2019-2021 MBAC grant will be used to support this agreement to assist with the development of a historic preservation training program for minority, women-owned and small, disadvantaged businesses and tradespersons. Funding will also provide other services as needed to assist minority, women-owned and small, disadvantaged businesses. This agreement will enable the HRC to research, create, record and document programming elements of the Dayton MBAC’s Historic Preservation Initiative to be incorporated within MBAC operations. It will also help to identify potentially historic preservation projects and project development resources for disadvantaged businesses across the region.

The contract was approved by the City Commission on March 31, 2021. However, due to staff transitions, it was inadvertently delayed.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 10/2019
Date: May 20, 2021

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

FROM: Joann Mawasha, Deputy Director
      Human Relations Council

RE: David Pigford - Payment of Voucher

Please find attached the original contract, Certificate of Funds, and City Manager’s Report. Also, is attached are a City Manager’s Report, Certificate of Funds, and the invoices for the payment of voucher.

This contract was approved by the City Commission on March 31, 2021. However, due to staff transitions, it was inadvertently delayed.

We request that this be placed on the June 2, 2021 City Manager’s Calendar.

If you have any questions, please contact Joann Wright at x1400 or Joann Mawasha at x1402.

JM/jjw
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>New Contract</th>
<th>Renewal Contract</th>
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<td>Expiration Date</td>
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<tr>
<td>Commission Approval</td>
<td>$ 8,960.00</td>
<td>x Initial City Manager's Report</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$ 8,960.00</td>
<td>x Initial Certificate of Funds</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$ -</td>
<td>x Initial Agreement/Contract</td>
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<td>Original CT/CF</td>
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<td>Increase Encumbrance</td>
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<td>Copy of City Manager's Report</td>
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<td>Decrease Encumbrance</td>
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<td>Copy of Original Certificate of Funds</td>
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</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: David A. Pigford
Vendor Address: 907 W. Fifth Street, Suite 117
Federal ID: 383325695
Commodity Code: 91858
Purpose: Payment of Voucher

Contact Person: Joann Mawasha
Human Relations Council

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: 5/25/2021

CF Prepared by: [Signature]
Date: 5/24/21
CF/CT Number: 2021-2991

Finance Department
October 18, 
FROM: David A. Pigford, Registered Architect Inc.  
907 W. Fifth St. Suite 117  
Dayton, Ohio 45402  
(937) 838-7008

TO:  
Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402

<table>
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<tr>
<th>INVOICE DATE</th>
<th>DATE OF SERVICES</th>
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<tbody>
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<td>5/14/2021</td>
<td>5/10/2021 to 5/14/2021</td>
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<table>
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<tr>
<th>HOURS BILLED</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
</table>
| 24           | MBAC Historic Preservation Services  
(see attached Activity Report) | $80.00     | $1,920.00  |

Thank you for your business!

Make check payable to: David A. Pigford, Registered Architect - 907 W. Fifth St. Suite 117 - Dayton, Ohio 45402
INVOICE

FROM: David A. Pigford, Registered Architect Inc.
907 W. Fifth St. Suite 117
Dayton, Ohio 45402
(937) 838-7008

TO: Minority Business Assistance Center
City of Dayton
Human Relations Council
371 West Second Street
Dayton, Ohio 45402

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<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
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</thead>
<tbody>
<tr>
<td>32</td>
<td>MBAC Historic Preservation Services</td>
<td>$80.00</td>
<td>$2,560.00</td>
</tr>
</tbody>
</table>

Subtotal: $2,560.00
Sales Tax: n/a
Total: $2,560.00

Thank you for your business!

Make check payable to: David A. Pigford, Registered Architect - 907 W. Fifth St. Suite 117 - Dayton, Ohio 45402
INVOICE

FROM: David A. Pigford, Registered Architect Inc.
907 W. Fifth St. Suite 117
Dayton, Ohio 45402
(937) 838-7008

TO: Minority Business Assistance Center
City of Dayton
Human Relations Council
371 West Second Street
Dayton, Ohio 45402

<table>
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<tr>
<th>INVOICE DATE</th>
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<th>PAYMENT DUE BY</th>
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<tbody>
<tr>
<td>4/30/2021</td>
<td>4/26/2021 to 4/30/2021</td>
<td>5/15/2021</td>
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<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
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<tbody>
<tr>
<td>32</td>
<td>MBAC Historic Preservation Services (see attached Activity Report)</td>
<td>$80.00</td>
<td>$2,560.00</td>
</tr>
</tbody>
</table>

Payment of voucher

DISTRIBUTION

(ALL costs are subject to audit; MUST have account codes)

TOTALS RECD

APPROVAL

(One)

Yes

APPROVAL

Subtotal $2,560.00
Sales Tax n/a
Total $2,560.00

Thank you for your business!

Make check payable to: David A. Pigford, Registered Architect - 907 W. Fifth St. Suite 117 - Dayton, Ohio 45402
# INVOICE

**FROM:** David A. Pigford, Registered Architect Inc.  
907 W. Fifth St. Suite 117  
Dayton, Ohio 45402  
(937) 838-7008

**TO:**  
Minority Business Assistance Center  
City of Dayton  
Human Relations Council  
371 West Second Street  
Dayton, Ohio 45402

**Invoice Date:** 5/7/2021  
**Invoice #:** 005

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<tr>
<td>24</td>
<td>MBAC Historic Preservation Services (see attached Activity Report)</td>
<td>$80.00</td>
<td>$1,920.00</td>
</tr>
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</table>

**Payment Due By:** 5/31/2021

**Subtotal:** $1,920.00  
**Sales Tax:** n/a  
**Total:** $1,920.00

Thank you for your business!

Make check payable to: David A. Pigford, Registered Architect - 907 W. Fifth St. Suite 117 - Dayton, Ohio 45402
HISTORIC PRESERVATION SPECIALIST FOR THE MINORITY BUSINESS ASSISTANCE CENTER AGREEMENT

This agreement for HISTORIC PRESERVATION SPECIALIST FOR THE MINORITY BUSINESS ASSISTANCE CENTER AGREEMENT ("Agreement") dated this 14th day of January, 2021, is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio ("City") and David Pigford ("Contractor").

WITNESSETH THAT:

WHEREAS, the Ohio Development Service Agency (ODSA), Minority Business Development Division (MBDD) administers a Minority Business Assistance Center program to provide counseling, training, business development, strategic management, and technical assistance to Ohio's minority, women-owned, socially and economically disadvantaged business community; and

WHEREAS, in September 2019 Dayton, became the largest city in Ohio recognized by the National Registry of Historic Places as possessing a Downtown Historic District including 108 buildings having historic significance and eligibility for State and Federal historic tax credits along with other development incentives; and

WHEREAS, Dayton, Ohio is home to 20 historic districts with a combined total of 2803 historically significant buildings, many of which are vacant, require remodeling, renovation and repair. A percentage of these structures are candidates for adaptive re-use and could be given new life as facilities supporting commercial, residential, educational, governmental, faith-based or other activities representing an enormous potential number of projects involving contracting opportunities for Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) and job creation requiring specialized historic preservation training; and

WHEREAS, in accordance with U.S. Federal Procurement Compliance Guidelines regarding award of contracts and grants for historic preservation, efforts shall be made to ensure adherence to the Federal Government’s policy to award a fair share of contracts and subcontracts to MBEs and WBEs requiring specific affirmative action steps to be taken to assure MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction, and services; and

WHEREAS, a Historic Preservation Initiative will be incorporated within the FY 2021 / FY 2022 MBAC ODSA Grant Application along with the subsequent FY 2021 / FY 2022 MBAC Grant Agreement and will be an operational program within the MBAC as a community and economic development activity for minority, women-owned and small, disadvantaged businesses; and

WHEREAS, the need for specialized services of a Historic Preservation Specialist will be required to research, create, record and document programming elements of the Dayton
MBAC Historic Preservation Initiative to be incorporated within MBAC operations and to identify potentially historic preservation projects and project development resources for minority, women-owned and small, disadvantaged businesses; and

WHEREAS, the Historic Preservation Specialist will assist with the development of a historic preservation construction trades contractor training program for minority, women-owned and small, disadvantaged businesses and tradespersons and will provide other services as needed to assist minority, women-owned and small, disadvantaged businesses:

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

ARTICLE 1. SCOPE OF SERVICES

Contractor shall provide services as described in Exhibit A – Scope of Services, attached hereto and incorporated herein as Exhibit A- Scope of Services, in a manner satisfactory to the City (“Services”). These Services shall be provided to the MBAC and minority, women-owned, small and disadvantaged businesses.

The Contractor shall exercise the same degree of care, skill and diligence in the performance of services to be provided under this Agreement as is ordinarily possessed and exercised by a professional under similar circumstances.

ARTICLE 2. TERM OF CONTRACT

This Agreement shall commence the date of execution first set forth above and shall terminate on June 30, 2021, or at such time as all funds designated hereunder are expended, whichever occurs first.

ARTICLE 3. PAYMENT

A. TOTAL RENUMERATION

The City shall pay an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00) to Contractor for the performance of the Services. The City will determine allowable and allocable costs in accordance with the OMB Circular A-87 “Cost Principles for State, Local and Indian Tribal Governments” codified at 2 CFR Part 225 (together with Appendices A-D) and any other applicable federal, state or local laws or regulations.

B. INVOICE

Contractor shall submit invoices to the Director of the Human Relations Council for approval. If approved by the Director of the Human Relations Council, then the City will remit payments to Contractor within thirty (30) days after receipt of the invoice. If the invoices have not been paid within thirty (30) days, then the Contractor shall notify the Director of the Human Relations Council.
C. REIMBURSEMENT

Following execution of this Agreement by the City and the Contractor, the disbursement of the funds will be made on a reimbursement basis to the Contractor for expenditures incurred and/or hours accumulated in relation to operation of the MBAC. Contractor shall submit all invoices and supporting documentation to the Director of the Human Relations Council. Invoices are due every Monday by close of business for the duration of the Agreement unless otherwise discussed with the Director of the Human Relations Council.

Contractor shall comply with the following requirements for the submission of requests for reimbursement and shall contain the following information:

1. City Contract number;
2. Invoice number;
3. Period covered;
4. A printed or electronic copy of the activity report for the invoice period;
5. Total amount requested;
6. Agreement funding balance;
7. Signature of the Contractor; and,
8. Signature of the MBAC Program Director.

D. HOURS AND RATE

Contractor shall not perform Service in excess of Two Hundred Fifty (250) hours during the term of this Agreement. If additional hours are required then the Contractor must request amendment of this Agreement prior to expiration date of June 30, 2021. Contractor will be compensated at an hourly rate of Eighty Dollars and Zero Cents ($80.00) to a maximum amount of Twenty Thousand Dollars ($20,000.00).

ARTICLE 4. INDEPENDENT CONTRACTOR

By executing this Agreement, Contractor acknowledges and agrees that he will be providing the Services to the City as an "Independent Contractor." As an independent contractor for the City, Contractor will be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor will have no authority to assume or create any obligation on behalf of, or in the name of, the City without the express written approval of a duly authorized representative of the City.

Contractor and his employees, agents or subcontractors, or any other parties retained or hired by him to assist in the performance of the Services under this Agreement, are not City employees. Therefore, such persons shall not be entitled to any of the emoluments of employment with the City of Dayton, and Contractor shall indemnify the City against any all claims by its employees, agents, or subcontractors for such City employee benefits. Contractor further understands and agrees that neither he, nor any of his employees, agents, or subcontractors are "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.
("OPERS"), Contractor will be solely responsible to withhold and pay all applicable local, state and federal taxes for himself or his employees, agents or subcontractors.

ARTICLE 5. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the City's written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Agreement.

ARTICLE 6. SUBCONTRACTING

Contractor shall not subcontract any of the Services agreed to in this Agreement without the express written consent of the City. All sub-contractors are subject to the same terms, conditions and covenants contained in this Agreement. Contractor is responsible for making direct payments to all sub-contractors for any and all services provided by such sub-contractor.

ARTICLE 7. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or gender identity with respect to employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, lay-off determination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood by Contractor that Section 35.14, 35.15, and 35.16 of the Reviewed Code of the General Ordinances of the City of Dayton regarding equal employment opportunity and the use of certified MBE/WBE/SBEs, as constituting a material condition of the Agreement as fully and as specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof, entitled the City to terminate this Agreement at its option.

ARTICLE 8. RECORDS TO BE MAINTAINED BY CONTRACTOR

Contractor shall keep accurate and complete records as required by generally accepted accounting principles of all services provided. All costs/expenditures related to the services and this Agreement shall be supported by properly executed invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible by City. At any time during normal business hours, as often as deemed necessary, Contractor shall make available to the City and/or its designees to audit, examine, and make excerpt or transcripts from such records. In performing any independent audit, Contractor shall require his auditor to comply with all applicable City rules and regulations governing such procedures.

The Federal and State Government, including the comptroller General of the United States and the Attorney General of the State of Ohio, along with the City of Dayton, has the right to examine or audit relevant financial records for a period not to exceed four (4) years after the expiration of the terms of this Agreement. The City and Contractor must maintain an established
accounting system that complies with generally accepted accounting principles. Records related
to disputes arising out of this Agreement shall be maintained and made available until such
disputes have been resolved.

As used in this provision, “records” includes books documents, documents, accounting
procedures and practices, and other data, regardless of type and regardless of whether such items
are in written form, in the form of computer data, or in any other form.

Contractor agrees that they shall take appropriate measures to protect all proprietary, privileged.
Confidential, or otherwise, Sensitive Security Information (SSI) that may come into their
possession as a result of this Agreement.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

A. Indemnification
Contractor shall defend, indemnify and hold harmless the City and its elected officials, officers,
employees and representatives from and against all claims, losses, damages, or expenses
(including reasonable attorney’s fees) to the extent that such claims, losses. Damages or
expenses are caused by or arise out of the performance or non-performance of the Agreement
and/or the acts, errors. Omissions or wrongful conduct of Contractor or its employees, agents and
representatives.

B. Insurance
Contractor shall, at its expense, maintain with an insurance company authorized to do business in
the State of Ohio and having at least an “A” rating from A.M. Best, the following insurance:

Automobile liability insurance with the following coverages: bodily injury
liability in the amount not less than One Hundred Thousand Dollars
($100,000.00) per person, Three Hundred Thousand Dollars ($300,000.00) per
accident; and, property damage liability in an amount not less than One hundred
Thousand Dollars ($100,000.00) per accident.

All policies of insurance to be maintained by Contractor pursuant to this subsection B shall
provide that said insurance may not be cancelled or terminated without thirty (30) days written
notice to the City. Upon execution of this Agreement, the Contractor shall furnish the City with a
copy of such certificates of insurance demonstrating compliance with this Section. Contractor
shall also provide, upon the City’s request, complete copies of any insurance policies required
hereinunder, will not constitute a waiver of any requirement of this Article, and the existence of
any insurance will not limit the Contractor’s obligation under this Agreement.

ARTICLE 10. TERMINATION

The City or Contractor may terminate this Agreement, upon giving written notice of termination
to the other party at least thirty (30) days prior to the effective date of termination. Or at any time
upon mutual written agreement. The notice shall state the date upon which such action is
effective. In the event that this Agreement is terminated, Contractor shall be paid for all Services
provided up to the date of termination specified within the notice, and the City shall have no
other responsibility to Contractor.

ARTICLE 11. PROJECT REPORTING

Contractor shall submit weekly electronic reports via Salesforce or the appropriate electronic
information reporting system provided by the State of Ohio Development Services Agency as
supporting documentation for any and all invoices submitted for payment for Services rendered
under this Agreement. Said Project Report shall include description of the Services performed,
date Services were performed, total hours expended, identification of MBAC clients, etc.

All reports to be posted and submitted within 72 hours from time of Service or activity. Failure
to submit project reports and such breach continues uncured for more than fourteen (14) days,
such failure will be grounds for termination of the balance of this Agreement or other remedies
such as accrual of liquidated damages, fines or other penalties. Each will be considered on a
case-by-case basis and review of the circumstances for such occurrence by the HRC Executive
Director. Penalties so assessed will be deducted from any outstanding invoice in process by the
City.

This Article shall survive amendment, termination, or expiration of this Agreement.

ARTICLE 12. OWNERSHIP OF WORK PRODUCT

All documents, deliverables, specifications, reports, databases, software or other work product
prepared by the Contractor as part of the Services performed under this Agreement will be
considered a “work made for hire” and, upon payment by the City, shall become the sole and
exclusive property of the City. However, the Contractor shall have the right to use the same for
marketing purposes. For any other use, Contractor shall first obtain written consent of the City.
Notwithstanding the foregoing Contractor shall retain its rights to any standard documents
specifications, reports, databases, software or other work product and proprietary property.

ARTICLE 13. GENERAL PROVISIONS

A. Amendment.
The City or Contractor may request to amend this Agreement at any time. Upon mutual
agreement to amend this Agreement, the amendment shall be reduced to writing, which shall
make specific reference to this Agreement, by a duly authorized representative of the City and
Contractor, and, if required or applicable, approved by the Commission of the City of Dayton,
Ohio.

B. Waiver.
A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall
be effective only in the specific instance(s) and for the specific purpose(s) for which it is given
and shall not affect the City’s rights with respect to any other or further breach.
C. Notices and Communication.
Any written notices, invoices, or other communication required or permitted by this Agreement shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage per-paid to the address specified herein. Such written communication shall be addressed, faxed or emailed to:

**City of Dayton:**
Human Relations Council ("HRC")
ATTN: Erica Fields, Executive Director
371 W.2nd Street, Ste 100
Dayton, Ohio 45402
(937) 333-1407 Office (937) 222-4589 Fax
erica.fields@daytonohio.gov

**Contractor:**
David Pigford
907 West Fifth St., Ste 117
Dayton, Ohio 45402
(248) 210-3110
dpigford@aol.com

Nothing contained in this section shall be construed to restrict the transmission of routine communication between representatives of the City and Contractor.

D. Conflict of Interest.
This Agreement shall not be interpreted or constructed as to preclude, prevent or restrict Contractor from agreeing to or otherwise contracting with parties aside from the City; provided, however, that such other contract work in no way impedes Contractor’s ability to perform the Services required under this Agreement.

Contractor represents that no member of the governing body of the City and no other officer, official agent, or employee of the City has any personal financial interest, direct or indirect in Contractor’s business.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement. Contractor will immediately report the discovery of any potential conflict of interest to the City.

E. Entire Agreement/Integration.
This Agreement represents the entire integrated agreement between the City and Contractor. This Agreement supersedes any prior and contemporaneous communications, representations,
understandings, agreements, or contracts whether oral or written, relating to the subject matter of this Agreement.

F. Political Contributions. 
Contractor affirms and certifies that it complies with Ohio Revised Code 3517.13 limiting political contributions.

G. Assignment.
Contractor shall not assign any rights or duties under this Agreement without written consent of the City. Unless otherwise stated in the City’s written consent to an assignment, no assignment will release or discharge the Contractor from obligation under this Agreement. Notwithstanding, nothing contained in this Subsection shall prevent the Contractor from employing or subcontracting with independent contractors, associates, and subcontractors to assist in the performance of the Services.

H. Governing Law and Venue.
This Agreement shall be governed and construed under the laws of the State of Ohio. The Contractor irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution, performance, or interruption of this Agreement and Exhibit A.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement as to the date first set forth above.

THE CITY OF DAYTON, OHIO

City Manager

DAVID PIGFORD

David Pigford

By:

David Pigford

Print:

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

March 31, 2021

Min. / Bk. I-14, Pg. D4/63

Clerk of the Commission

APPROVED AS TO FORM AND CORRECTNESS:

2/12/2021

X Amelia N. Blankenship for

City Attorney
Signed by: Blankenship, Amelia
EXHIBIT A

SCOPE OF SERVICES
MBAC Historic Preservation Specialist

Purpose

The role of the Historic Preservation Specialist is to research, create, record and document supportive program elements of the Dayton MBAC Historic Preservation Initiative to be incorporated within the FY2021 and FY2022 MBAC Grant Proposal by carrying out the following action steps from Date of Execution to June 30, 2021 as outlined below:

1. Inventory of candidate historic properties/sites
   a) Location by address of each property
   b) Verification of ownership
   c) Statement of historic significance
   d) Physical condition report summary
   e) Potential for restoration, rehabilitation and/or adaptive reuse
   f) Estimate of fair market value and cost of restoration/rehab/reuse

2. Compilation of historic preservation project development resources
   a) Survey of existing project development firms
   b) Potential Funding Resources
   c) Identification of Contractors by trade with Historic Preservation Expertise/Interest

3. Historic preservation construction trade training program
   a) General Curriculum
   b) Instructional equipment, tools and supplies
   c) Promotional materials, flyers, brochures, etc.

Detailed Description

1. Inventory of candidate historic property/site – listing of properties located within established historic districts of Dayton, Ohio or vicinity which possess potential historical significance and could serve as opportunities for community and/or economic development, job creation and improvement of property values along with tangible quality of life issues.

This inventory will be organized in a manner to allow compilation of relevant data of each candidate property as follows:

   a) Location by address of each property by street address, zip code and neighborhood designation (if any).
b) Verification of ownership as per Montgomery County Tax and Recorders Records. If ownership is established, contact will be made to determine possible disposition as to intention, desire to sale property/site or plans to restore, renovate or reuse the property in question.

c) Statement of historic significance on a prima facie basis as prescribed by standards required for nomination to the National Registry of Historic Places and/or verification of current status if presently listed or pending nomination as appropriate.

d) Physical condition report summary based upon cursory visual inspection and documented photographically with notation of material deterioration by age, weather, vandalism, vermin/insect intrusion, etc.

e) Potential for adaptive reuse in accordance with building type, e.g. residential, commercial, institutional, recreational, faith-based, fire-rating, etc. in relation to apparent or potential community need.

f) Approximate estimate of values and cost in relation to current fair-market value before and after restoration/reuse, cost of restoration by square foot, material and labor cost estimate, etc.

2. Compilation of historic preservation project development resources - to be used for projects under development and/or consideration.

a) Survey of existing project development firms by name, location, project preference and scope, history of firm and projects successfully completed or underway, availability to take on projects along with timeline for such availability.

b) Potential Funding Resources including but not limited to private and public sector funding resources by name, contact information, funding application deadlines as well as type of approach required, range of funding availability, type of funding as to loans, grants, in-kind, consulting and voluntarism, etc.

c) Identification of Historic Preservation Contractors by trade based upon results of Historic Preservation Expertise/Interest Survey organized by firm name, contact person and contact information, area of trade expertise and preferred mode of notification of possible contract opportunities.

3. Historic Preservation Construction Trade Training Program - to be offered based upon information gathered during execution of above described steps and activities.

a) General Curriculum as listing by trade and description of classes, instructional format, extent of hands-on and classroom/labs and evaluation testing as required including identification of existing regional construction trades training programs.

b) Instructional equipment, tools and supplies for each class provided by program or required to be supplied by students.
c) Promotional materials, flyers, brochures, etc. to describe training coursework, curriculum, pre-requisites, suggested advertisements, etc.

Progress Reporting

Activity Reports detailing activities performed by total hour and date, each shall be submitted along with each invoice for services rendered and will be compiled into monthly/quarter and final reports in accordance with grant reporting requirements.

- End of Exhibit A-
Agreement with the City of Dayton

Final Audit Report

Created: 2021-03-24
By: Esther Rohm (esther.rohm@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAAABAAOxYn9zvJSuCJM4UTvgl678Kmj2hi0H

"Agreement with the City of Dayton" History

Document created by Esther Rohm (esther.rohm@daytonohio.gov)
2021-03-24 - 7:38:37 PM GMT - IP address: 198.30.33.2

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2021-03-24 - 7:39:07 PM GMT

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Document e-signed by David Pigford (dpigford@aol.com)
Signature Date: 2021-03-24 - 7:58:35 PM GMT - Time Source: server - IP address: 68.37.87.47

Agreement completed.
2021-03-24 - 7:58:35 PM GMT
City Manager’s Report

From 1400 - Human Relations Council

Supplier, Vendor, Company, Individual

Name David Pigford

Address 907 West Fifth St., Ste. 117
Dayton, OH 45402

Date March 31, 2021
Expense Type Service Agreement
Total Amount $20,000.00 (thru 6/30/2021)

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

Description

SERVICE AGREEMENT

The Human Relations Council (HRC) requests permission to enter into a Professional Service Agreement with David Pigford in the amount of $20,000.00 to oversee elements of the Greater Dayton Minority Business Assistance Center’s Historic Preservation Initiative.

Dayton Human Relations Council is host to the Dayton MBAC and administers programming on behalf of the State Ohio’s Development Services Agency. The State has identified a new strategic focus for the centers on historic preservation. The Greater Dayton region is home to over 20 historical districts. Renovations and care for these historic neighborhoods oftentimes take special training. Funding from the 2019-2021 MBAC grant will be used to support this agreement to assist with the development of a historic preservation training program for minority, women-owned and small, disadvantaged businesses and tradespersons. Funding will also provide other services as needed to assist minority, women-owned and small, disadvantaged businesses. This agreement will enable the HRC to research, create, record and document programming elements of the Dayton MBAC’s Historic Preservation Initiative to be incorporated within MBAC operations. It will also help to identify potentially historic preservation projects and project development resources for disadvantaged businesses across the region.

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

The Agreement will commence upon execution and will expire on June 30, 2021.

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 10/2019
SECTION I - to be completed by User Department

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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

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Attach additional pages for more FOAPALs

Vendor Name: David Pigford
Vendor Address: 907 West Fifth St., Ste. 117 Dayton, OH 45402
Federal ID: 383325695
Commodity Code: 91858
Purpose: To oversee elements of the Greater Dayton Minority Business Assistance Center's Historic Preservation Initiative.

Contact Person: Senay Semere x1033

Originating Department Director’s Signature: [Signature]
MBAC/Human Relations Council
Department/Division 3/24/2021 Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [Signature] 3/24/2021 Date
CF Prepared by: [Signature] 3/24/21 CF/CT Number
**BUDGET AVAILABILITY STATUS**

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**ORGANIZATION BUDGET STATUS**

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**Total** | | | 48,179.11 | -4,846.09 | 33,333.02 |
A RESOLUTION

Authorizing the Acceptance of a National League of Cities' Local Democracy Funds in the amount of Seventeen Thousand Dollars and Zero Cents ($17,000.00) on Behalf of the City of Dayton, and Declaring and Emergency.

WHEREAS, National League of Cities’ Local Democracy Fund provides support for programs or initiatives intended to increase re-establish relationships within the community; and,

WHEREAS, National League of Cities Local Democracy would generously like to donate funds for Planning and Community Development/Community Engagement to launch a robust social media campaign around neighborhood organizations, leadership opportunities, and the importance of staying engaged; 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 National League of Cities Local Democracy in the amount of Seventeen Thousand Dollars and Zero Cents ($17,000.00) 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 Seventeen Thousand Dollars and Zero Cents ($17,000.00).

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 20, 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 Acceptance of National League of Cities’ Local Democracy Funds

Attached for your review and placement on the June 2, 2021, City Commission Calendar is an Emergency Resolution authorizing the acceptance of National League of Cities’ Local Democracy Funds in the amount of Seventeen Thousand Dollars and Zero Cents ($17,000.00). Please read the Resolution twice at one meeting.

The National League of Cities’ Local Democracy Funds provide support for programs or initiatives intended to increase and re-establish relations within the community. These funds will allow for a robust social media campaign around neighborhood organizations, leadership opportunities, and the importance of staying engaged.

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

If you have any questions or require additional information, please contact Verletta Jackson at extension 3288.

Thank you.

TMK/vaj
NLC Resolution

Final Audit Report

Created: 2021-05-20
By: Miranda Brooks (miranda.brooks@daytonohio.gov)
Status: Signed
Transaction ID: CBJCHBCAAABAAjiUabjQ8B8WkQODzUtlfz8ocakRTIomTA

"NLC Resolution" History

Document created by Miranda Brooks (miranda.brooks@daytonohio.gov)
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2021-05-20 - 12:42:59 PM GMT

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2021-05-20 - 2:15:13 PM GMT - IP address: 198.30.33.2

Document e-signed by Todd M. Kinskey (todd.kinskey@daytonohio.gov)
Signature Date: 2021-05-20 - 2:15:30 PM GMT - Time Source: server - IP address: 198.30.33.2

Agreement completed.
2021-05-20 - 2:15:30 PM GMT
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 catalyze 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.

cc: 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 catalize 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 workshopSummarize 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.

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
City of Dayton
City Plan Board

Summary Minute Record
March 9, 2021

\"PI.N2021-00053 – 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
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- Behr Dayton Thermal VOC Plume Environmental Study

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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>Mr. Richard Wright</th>
<th>Not Present</th>
<th>Mr. Paul Bradley</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Ms. Geraldine Pegues</td>
<td>Yes</td>
<td>Mr. Matt Sauer</td>
<td>Yes</td>
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<td>Mr. Jeff Payne</td>
<td>Yes</td>
<td>Mr. Greg Scott</td>
<td>Yes</td>
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<td>Ms. Rosie Miller</td>
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</tbody>
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Tony Kroeger, Secretary
City Plan Board
NORTHEAST DAYTON NEIGHBORHOODS VISION

PREPARED FOR
The City of Dayton

CONSULTANT TEAM
Urban Design Associates

STEERING COMMITTEE
Shelley Dickstein
City of Dayton
Connie Niswanger
City of Dayton
Todd Kinskey
City of Dayton
Tony Kroeger
City of Dayton
Ken Marcellus
City of Dayton
Veronica Morris
City of Dayton
Tom Richie
City of Dayton
Ann Schenking
City of Dayton
Keith Steeber
City of Dayton
Fred Stovall
City of Dayton
Joe Weinle
City of Dayton
John Gower
City of Dayton/CityWide
Karen DeMasi
CityWide
Katie Lunne
CityWide
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>The History of Dayton’s Northeast Neighborhoods</td>
<td>2</td>
</tr>
<tr>
<td>Planning Process</td>
<td>4</td>
</tr>
<tr>
<td>Existing Plans and Projects</td>
<td>5</td>
</tr>
<tr>
<td>Summary of Projects and Recommendations</td>
<td>6</td>
</tr>
<tr>
<td>Common Themes</td>
<td>7</td>
</tr>
<tr>
<td>Place- and Asset-Based Development Framework</td>
<td>8</td>
</tr>
<tr>
<td>15-Year Vision for Northeast Dayton</td>
<td>9</td>
</tr>
<tr>
<td>Neighborhoods North of the Mad River</td>
<td>10</td>
</tr>
<tr>
<td>McCook Field</td>
<td>10</td>
</tr>
<tr>
<td>Kettering Field and Kaowee Street</td>
<td>12</td>
</tr>
<tr>
<td>McCook Field: Wamaker Street Corridor</td>
<td>16</td>
</tr>
<tr>
<td>Old North Dayton: Troy Street Corridor</td>
<td>18</td>
</tr>
<tr>
<td>Old North Dayton: New Mixed-Income Housing</td>
<td>21</td>
</tr>
<tr>
<td>Old North Dayton: Valley Street Corridor</td>
<td>23</td>
</tr>
<tr>
<td>DeMeese Neighborhood</td>
<td>25</td>
</tr>
<tr>
<td>Neighborhoods South of the Mad River</td>
<td>27</td>
</tr>
<tr>
<td>Historic Inner East: E. Third Street Corridor</td>
<td>29</td>
</tr>
<tr>
<td>Historic Inner East and Burbank: The Flight Line</td>
<td>33</td>
</tr>
<tr>
<td>Neighborhood Stabilization: Burbank and Eastern Hills</td>
<td>37</td>
</tr>
<tr>
<td>Rivers and Open Space Corridors</td>
<td>38</td>
</tr>
<tr>
<td>Cultural Corridor: The Stillwater River</td>
<td>39</td>
</tr>
<tr>
<td>Cultural Corridor: North Bend Boulevard and Deeds Point</td>
<td>40</td>
</tr>
<tr>
<td>Technology Corridor: The Mad River</td>
<td>41</td>
</tr>
<tr>
<td>Implementation</td>
<td>42</td>
</tr>
<tr>
<td>McCook Field: Kettering Field and Ken-Te Street Gateway</td>
<td>44</td>
</tr>
<tr>
<td>McCook Field: Webster Street Corridor</td>
<td>45</td>
</tr>
<tr>
<td>Old North Dayton: Troy Street Corridor</td>
<td>46</td>
</tr>
<tr>
<td>Old North Dayton: Valley Street Corridor</td>
<td>47</td>
</tr>
<tr>
<td>DeMeese and River Corridors</td>
<td>48</td>
</tr>
<tr>
<td>Historic Inner East: Third Street Corridor</td>
<td>49</td>
</tr>
<tr>
<td>Historic Inner East and Burbank: Flight Line</td>
<td>50</td>
</tr>
<tr>
<td>Neighborhood Stabilization: Burbank and Eastern Hills</td>
<td>51</td>
</tr>
</tbody>
</table>
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

An aerial view of Devose, McCook Field, and Old North Dayton illustrating the barriers to connectivity between neighborhoods, but also the opportunities to better integrate all neighborhoods.

NORTHEAST DAYTON NEIGHBORHOODS

- Burkhardt
- Devose
- Eastern Hills
- Forest Ridge/Quail Hollow
- Gateway
- Huffman
- Kittyhawk
- McCook Field
- Newcom Plain
- Northridge Estates
- Old North Dayton
- Pheasant Hill
- Saint Anne’s Hill
- Springfield
- Wright View

The Northeast Dayton study area is comprised of 15 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 eastern only 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 the latest 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 arterial streets 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.

Development further to the east began to boom once veterans from World War II returned to the city, starting families and building new houses in neighborhoods like Wright View and Eastern Hills. These areas feel much more suburban than adjacent Burkhart's Historic Ion are East, with winding roads that largely abandon Dayton's street grid, smaller houses with larger lots, and more green space.

Springfield, the neighborhood lining the southern edge of the Mad River and ending at East Third Street, was the train depot for the B&A and Erie Railroads as well as associated light industrial buildings. Only three roads cross through the Springfield industrial area and bridge over the Mad River, at Webster Street, Keowee Street, and Findlay Street.

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 1906 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. It features a rich history. German and Eastern European immigrants first settled in the neighborhood in the early 1800s to work for Dayton's various manufacturing industries, building churches and residences with unique architectural influences representing their German, Polish, and Lithuanian heritage. 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 Ahiska 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.

09.18.20

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 1950s as the interstate highway system developed and I-75 was built.

Today, the McCook Field area continues to attract business uses and add 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.

Urban Design Associates

09.18.20

NORTH EAST DAYTON NEIGHBORHOODS VISION / DAYTON, OHIO / SEPTEMBER 2020

INTRODUCTION
and a 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 ups 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 plume.

The two northwestern-most neighborhoods in this region, DeWeese and Northridge Estates, were historically the most rural neighborhoods within city limits and feature Triangle Park, Dewees Park, and Wegorzyn 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 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 downloads 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 Kroc 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
- December 17: Team Kick-Off Meetings, Tour, and Focused Stakeholder Meeting
- February 4: Focused Stakeholder Meetings, Team Meetings, and Neighborhood Listening Meeting
- February 5: Focused Stakeholder Meetings
- Step 2: March 2-5, 2020
- March 2: Team Kick-Off Meeting, Focused Stakeholder Meetings
- March 3: Focused Stakeholder Meetings
- March 4: Community Open House and Focused Stakeholder Meetings
- March 5: Community Presentation and Feedback Discussion

Open House: Community members and UDA discuss design opportunities in Northeast Dayton.

Safety: Residents and UDA discuss the pedestrian and commercial experience of Troy Street.

Final Workshop Presentation: Early designs are presented for community members' feedback.
Existing Plans and Projects

NORTH OF THE MAD RIVER
- Riverside Field, arrangement field, and Riverside Street
- Riverside Meadow Common, Riverside Road, and Market Analytics
- Riverside Street Improvements
- Riverside Field NE Neighborhood Strategic Plan
- New Art Park, Turf Field
- New Westmont Street Bridge
- Behr Dayton Thermal VDC Plume Environmental Study
- Valleycrest Landfill Reuse Assessment

OLD NORTH DAYTON
- Down By Plan
- Valley Boulevard Transportation Strategy
- Old North Dayton Neighborhood Plan

VALLEY STREET CORRIDOR
- River Road Riverside House Expansion
- The Point and Valley Street Realignment
- Valley Street Streetscape
- Dayton Children’s Campus Plan
- Dayton Children’s Hospital Health Axis
- Stewart Avenue and Valley Street Landscapes

FULLENTON PLANNING
- Fullerton Site Plan
- Fullerton Mixed-Use Plan and Park Master Plan
- Green’s Point

SOUTH OF THE MAD RIVER
- Third Street Improvement
- Jackson Road Streetscaping
- Study for Third Street Road Date
- The Flight Line
- The Flight Line

PREVIOUS PLANNING EFFORTS
- 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 VDC Plume Environmental Study
Summary of Projects and Recommendations

NORTH OF THE MAD RIVER
- Kettering Fields & Kettering Gateway
- W. Artz Athletic Field
- Kettering Fields Improvements
- Kettering Commercial Area Development
- Second Avenue & Second Avenue

WEST STREET CORRIDOR
- Streetcar Project
- Art Center at the Crystal Grill Building
- USEP Partnership at the Warehouse
- Commercial Residential Incentive Grant Program
- Park Helplings at the Corner of Kettering & West Street

STREETSCAPING PROJECT
- Commercial Residential Incentive Grant Program
- West Street Gateway
- Trail of Commercial Buildings
- New Commercial Buildings at Mound & Troy St.
- Emergency Parking Lot
- Arbor Garden
- Parking Lot Utilization
- Turn around handsome lot into community amenities
- Mixed-income housing at St. Joseph's Catholic Church

VALLEY STREET CORRIDOR
- Ronald McDonald House Expansion
- West Street Gateway
- Potential improved income housing across from Dayton Children's Hospital
- New Valley St. Marketplace Building
- Mixed-income housing at the Point

DOWNTOWN AND PARK CORRIDOR
- Implement the Riverfront Plan
- Riverfront Park Improvements
- Redevelopment the Broad Street Eat
- Post-tornado stabilization efforts

SOUTH OF THE MAD RIVER

THIRD STREET CORRIDOR
- Third Street Gateway
- Long-Term Streetcar Project
- Third and Fourth Street Mosaic
- Third and One St. Mosaic
- Third and Union Ave. Mosaic

THE FLOYD'S CORRIDOR
- Trail Construction Phase 1
- Trail Construction Phase 2
- Trail Construction Phase 3
- Episode House
- Pastime Mosaic
- Linden Mosaic
- Mixed-income housing at St. Joseph's Catholic Church

W. DOWNTOWN CORRIDOR
- Mosaic
- Third
- 2nd
- 1st
- 0th
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. Helena Street, and addressing a bike connection for N. Findley Street would better connect residents open space.

CONNECT Neighborhoods to the Flight Line to spur Economic Development
The neighborhoods of Historic Inner East, Huffman, and Burkhardt will benefit from adjacency to the Flight Line. The City has developed robust plans and visions for the design of the rails-to-trails 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 Kro Center come from Dow town, across the Webster Street Bridge.

Kettering Field is also a regional destination without an appropriate gateway approach. Lighting under the l-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, revising 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, Burkhardt. New housing could be a mix of homeownership and rental, in a mix of building types – infill, 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 Kretzman, 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—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 common 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 with 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 Dutchtown 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

Keehne 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 Kroh 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 Kizer 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 across 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/Quail 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 Duncanick 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 Sunera site. Housing in this area was damaged by the tornado.

The Children’s Garden on 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 several strategic initiatives in McCook Field, Old North Dayton, and DeWeese.
McCook Field:
Kettering Field and Keowee Street

OVERVIEW
This segment of the McCook Field neighborhood is home to two regional recreation destinations - Kettering Field and The Salvation Army Kroc Center. Additionally, the City invested $10.5 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 North 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. Development 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
- Nature grassland and habitat areas
- Boardwalks and trails through the park

The recently completed NFL artificial turf field at Kettering Field is a critical investment for the neighborhood.
- 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 storefront
- 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 GONDBA 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 Kroh 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 streetscoping 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 OH-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.

**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 façade grant program focused on Webster from Herman Avenue to Keowee Street.

A new restaurant/bar has opened at the corner of Keowee Street and Hunter Ave.

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*Corridor Plan for Webster Street*
EXISTING CONDITIONS

RECOMMENDED IMPROVEMENTS

Existing street configuration of Webster Street

Proposed street configuration of Webster 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 renovation.
- 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 facade renovation grant program targeted for Troy Street from Dell Street to Leo Street.

Streetscape
- Install LED lighting at the OH-4 underpass on Troy Street to create more inviting and safe gateway to Troy Street from The Point and Downtown.
- Improve streetscape/crosswalks at key intersections and install bump outs if deemed appropriate.

- 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
Reinvigorated Troy Street at Dell Street, looking north

Location Map

Plan of proposed development

LED Lighting at OH-4 underpass

Christ Evangelical Lutheran Church
Recreation park
Community farmers market
Dupont key vacant lots into community park space
Victory Project
Restoration and reuse of historic fire station
Parachute Landing memorial garden

Reroute Congress Lane
Spots for food trucks
Renovated mixed-use building

StREETScape A ssociates
McCook Field: Webster Street Corridor

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Crystal Rug building at Webster St and Keowee St.
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The Point and Downtown.
- Improve streetscaping/crosswalks at key
intersections and install bump-outs if
deemed appropriate.

View of existing conditions looking north
Revitalized Troy Street at Dell Street, looking north
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 multiple existing building 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, from 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 Appeals as the agency to approve applications for transportation/distribution.
Warner & Troy

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09.18.20
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 1900's 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 crescnet 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 Ahsaka Turkish refugees spurred significant housing investments in the community.

On May 27, 2019 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 250 residential units damaged and 31% 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.
- 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 Ave 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-actuated 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:
- Small buildings, with no more than 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, barbeques, community gardens).
- Decently 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

Potential site plan showing the St. Stephen's property redeveloped with mixed-income housing

Troy Street today, with St. Stephen’s Church on the left and Kiser School on the right.

Troy Street as it could be in the future with new mixed-income housing.
View looking south on Troy Street, with new mixed-income housing on the left and Kiser 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 Chapman 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.

Examples of the new streetscaping along Valley Street

Concept and engineering plan for Valley Street realignment at The Point

The new Children’s Garden on Valley Street, across from Dayton Children’s Hospital
- 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 Stein Way

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 moveable 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 Wegerzyn 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 1988. The Dayton Playhouse, a community theater in existence since 1939, is on the grounds of Wegerzyn 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.

Aerial view of the DeWeese Neighborhood

Boonshoft Museum exit – DeWeese residents would like the exit to be reconfigured to allow for both right and left turns.

View looking south on DeWeese Parkway with homes on the left and the greenway and river on the right.
RECOMMENDATIONS

DeWese is a stable residential neighborhood. Recommendations are focused on modest enhancements that might add more value to this already visible neighborhood.

- Support and assist in the implementation of the Dayton Riverfront Plan's Cultural Corridor recommendations.
- Transition the operation and maintenance of Triangle Park and DeWese 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 DeWese Parkway recreational paths.
- Install family-friendly play equipment at Ridgecrest Park and support neighborhood efforts to return this park to a attractive, inviting, and active neighborhood use.
- Reconfigure the exist from the Boonshoft Museum of Discovery to permit a right turn onto DeWese 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.

![Typical 1-story well-maintained residence in DeWese in wooded area](image)

![The Children's Garden at the Boonshoft Museum of Discovery](image)

![Example of tornado damage sustained in DeWese](image)

![Entrances to the Boonshoft Museum of Discovery](image)

![Details on the Riverfront Plan in regard to DeWese](image)
NEIGHBORHOODS SOUTH OF THE MAD RIVER

Located between Downtown and Wright-Patterson Air Force Base, this growing community features historical architecture and critical arterialways.

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 restaurateurs, 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 1880 and 1890 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 arterials: 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, Giunino’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 pedestrians 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 as 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 Silver's School for the Arts and Bomberger Park before emerging as a relatively vibrant small business district. Businesses including Gem City Castle, Fifth Street Brewing, 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. Commuting 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 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 oversized 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 Glimmire's Pizzeria, DK Effers, Taqueria Mixteca, Laundromat, and Taqueria Garcia Mobil 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.

Example of a painted curb bump-out
1. THIRD STREET EXISTING CONDITIONS

- **Setback**: 60'-0" (Varies)
- **Sidewalk**: 16'-3"
- **Parking**: 9'-6"
- **Travel Lane**: 9'-6"
- **Travel Lane**: 9'-6"
- **Travel Lane**: 9'-6"
- **Travel Lane**: 9'-6"
- **Parking**: 9'-6"
- **Sidewalk**: 16'-3"

2. THIRD STREET PROPOSED OPTIONS

**Option 1**: Bike lanes next to curb
- **Sidewalk**: 16'-8"
- **Bike Lane**: 7'
- **Parking**: 7'
- **Travel Lane**: 10'
- **Median**: 11'-6"
- **Travel Lane**: 10'
- **Parking**: 8'
- **Bike Lane**: 7'
- **Sidewalk**: 16'-8"

**Option 2**: Bike lanes inside on-street parking
- **Sidewalk**: 16'-8"
- **Parking**: 9'
- **Bike Lane**: 7'
- **Travel Lane**: 10'
- **Median**: 11'-6"
- **Travel Lane**: 10'
- **Parking**: 8'
- **Sidewalk**: 16'-8"

**Option 3**: Cycle track on south side of the street
- **Sidewalk**: 16'-8"
- **Cycle Track**: 10'
- **Parking**: 8'
- **Travel Lane**: 10'
- **Median**: 11'-6"
- **Travel Lane**: 10'
- **Parking**: 8'
- **Sidewalk**: 16'-8"

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 Laundromat. 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
- Raise 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 Bohlin Street north of Hamilton Avenue to increase the park site.
- Create a trailhead, seating, shade pavilion, and playground.
- Opportunities for adaptive reuse on the north side of E. Fifth Avenue.

Location Map

Flight Line node at Dutoit Street

Existing conditions at Dutoit Street

Huffman Park Expansion diagram

Flight Line node at Huffman Avenue

Huffman Park Expansion
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

Location Map

Flight Line proposed phasing
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, parallel 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/Finding Street connecting to the Old North Dayton and McCook Field neighborhoods.
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 Kroc 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 dives 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 banks 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. Weber 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 Kroger 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 Kiwanis 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 Kiwanis 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 Drive 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.

Illustrative plan of North Bend Boulevard and Deeds Point
Technology Corridor: The Mad River

OVERVIEW
Since the late 1800s, the Mad River corridor has been a major industrial and manufacturing area. 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 plant 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., Findley St., and Harshman Rd.).
- Create a better bicycle and pedestrian connection at Bradley 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 wetland protection in all developments and where possible within existing properties.

RIVERFRONT PLAN ACTIONS
1. "THE POINT" GREENSPACE IMPROVEMENTS
2. ECOLOGIC INFRASTRUCTURE FOR STORMWATER MANAGEMENT
3. HABITAT AREA ENHANCEMENTS AND RESTORATION
4. IN-RIVER IMPROVEMENTS TO ENHANCE RECREATION AND RIVER HEALTH

TRANSPORTATION, TRAILS, AND ACCESS
1. EDUCATIONAL, BICYCLE, AND BOAT ACCESS IMPROVEMENTS TO MAD RIVER
2. TRAIL ACCESS COMPLETE STREETS, AND CONNECTIONS TO NEIGHBORHOODS
3. MULTIMODAL CONNECTION BETWEEN DOWNTOWN AND WATERFRONT

URBAN AND NEIGHBORHOOD DEVELOPMENT
1. "THE POINT" HUB CONNECTION TO THE SHAWNEE PROJECT AREA
2. DAYTON BAS & DRAINAGE REDEVELOPMENT
3. SPECIFY ENVIRONMENTALLY FRIENDLY TECH TOWN DEVELOPMENT
4. ENERGY EFFICIENT NEW BUILDINGS AND LOW IMPACT SITES

NORTHEAST DAYTON NEIGHBORHOODS VISION RECOMMENDATIONS
1. IMPROVED BIKE CONNECTION AT STANLEY AVE. AND FINDLEY
2. CONNECT FROM THE PLANNED FLIGHT LINE TO THE MAD RIVER TRAIL
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 tornados 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 — Duotot 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


toward 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 16-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.

Implementation

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 representing 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

<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>IMPLEMT THE NFL ARTIFICIAL TURF FIELD</td>
<td>Build the NFL Field</td>
<td>NFL</td>
<td>Complete</td>
<td>NFL</td>
</tr>
<tr>
<td></td>
<td>Upgrade Banroe 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>
<tr>
<td></td>
<td>Develop a 203 overall implementation plan for the park improvements, including natural areas, active play fields, trails, and walkways, and a park entry feature at E. Helena and Keowee Street</td>
<td>City</td>
<td>0-3 years</td>
<td>City (staff)</td>
</tr>
<tr>
<td></td>
<td>Redo the one-way bike lanes on E. Helena Street into a two-way multi-use path in Kettering field</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Transform Railroad Boulevard into a pedestrian promenade, according to the Dayton Riverfront Plan (landscape, engineering, and legal)</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Reconstitute parking lot entrances to enter off of E. Helena Street</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td>KETTERING FIELD IMPROVEMENTS</td>
<td>Acquire 4 Keowee parcels between Barrack St &amp; E. Helena St</td>
<td>Montgomery County Land Bank</td>
<td>0-3 years</td>
<td>Land bank</td>
</tr>
<tr>
<td>KEOWEE FLEX EMPLOYMENT DEVELOPMENT</td>
<td>Acquire/Assemble the Keowee parcels north of Barrack St for development</td>
<td>Developer</td>
<td>0-3 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Develop prototype buildings and construct Phase 1</td>
<td>Developer</td>
<td>0-3 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td></td>
<td>Street improvements along E. Helena to reconfigure on-street parking adjacent to development</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td>STANLEY AVENUE PRODUCTION DISTRICT BRANDING</td>
<td>Organize business and property owners of Stanley Avenue (as a subset of OONDA) to discuss support that would be helpful for creating a distinct zone to the downtown</td>
<td>City Wide OONDA</td>
<td>0-3 years</td>
<td>n/a</td>
</tr>
</tbody>
</table>
|         | Hire a branding firm to create a unique identity/brand for the Stanley Avenue employment zone that celebrates the unique building type, architecture, and clustering - advertise | Property owners | 0-3 years | Private capital / Marketing 

*NOTE TO FULL FRAMEWORK PLAN OR INDEPENDENT PROJECT PLANS FOR DETAILED IMAGES OF PROJECTS

- INITIATIVES TO BE IMPLEMENTED BY OTHER PARTNERS
- INITIATIVES TO BE IMPLEMENTED BY THE CITY

NORTHEAST DAYTON NEIGHBORHOODS VISION / DAYTON, OHIO / SEPTEMBER 2020

Implementation 44
## McCook Field: Webster Street Corridor

### Projects Overview

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add bump-out at key corners/locations to define on-street parking, add light poles and trees when appropriate.</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td>Partner with owner of the Crystal Bu 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>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>Offer facade grants to commercial and residential properties in this segment of Webster, consider partnerships with a composed architect/design 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>Pre-sourced / City</td>
</tr>
<tr>
<td>Establish site control of site lots at the corner of Webster and Ealing Street. Design and build a small park that could be activated for gatherings, etc., and partner with Salvation Army to maintain.</td>
<td>Private Owner / Salvation Army</td>
<td>0-3 years</td>
<td>Salvation Army</td>
</tr>
</tbody>
</table>

*Note to full framework plans or individual project plans for detailed 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 landscaping at key intersections, add bump-outs to define on-street parking</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td>COMMERCIAL AND RESIDENTIAL FACADE</td>
<td>Offer façade 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-qualified general contractor or partner</td>
<td>City</td>
<td>3-10 years</td>
<td>Philanthropy/City</td>
</tr>
<tr>
<td>GRANT PROGRAM</td>
<td>Acquire or partner with the owner of this building at Dell &amp; Troy Street to renovate the building and attract active ground floor retail tenants</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>DELL STREET GATEWAY</td>
<td>Formalize a place for food trucks</td>
<td>Developer</td>
<td>0-5 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>GATEWAY</td>
<td>Acquire or partner with the owner of the Congress Lanes to renovate and open the front of the building with a bicycle-friendly Troy Street</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>REUSE OF COMMERCIAL BUILDINGS</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>0-5 years</td>
<td>City</td>
</tr>
<tr>
<td>NEW COMMERCIAL BUILDING AT WARNER &amp;</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>TROY</td>
<td>Develop a retail building for food and beverage, with a small outdoor informal dining area</td>
<td>Developer</td>
<td>3-10 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>EMERGENCY PARACHUTE LANDING GARDEN</td>
<td>Create a pioneer or garden area when the first emergency parachute landing occurred</td>
<td>Owners/Citywide</td>
<td>0-5 years</td>
<td>Private capital Philanthropy</td>
</tr>
<tr>
<td>BEAUTIFICATION OF PARKING LOTS</td>
<td>Create a buffer and incentives for property owners to beautifully and define parking areas that face Troy</td>
<td>Owners/Citywide</td>
<td>0-5 years</td>
<td>Private capital Philanthropy</td>
</tr>
<tr>
<td>ADAPTATION OF UNDERGROUND UTILITY</td>
<td>Acquire land or work with owners to create community spaces such as neighborhood car lots or farmers market pop up spaces, particularly at the intersection of Hart and Troy</td>
<td>Private owners</td>
<td>0-5 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>COMMUNITY AMENITIES</td>
<td>Develop mixed-income, multi-family housing on the St. Stephens site, across from Kaaw Gulch</td>
<td>Developer</td>
<td>0-3 years</td>
<td>Private capital incentives</td>
</tr>
<tr>
<td>DEVELOP MIXED-INCOME HOUSING AT ST. STEPHEN'S CHURCH</td>
<td>Install a new greenway from the St. Stephen's site to Troy Street</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
</tbody>
</table>

09.18.20
### Old North Dayton: Valley Street Corridor

**PROJECT**

<table>
<thead>
<tr>
<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>Ronald McDonald House</td>
<td>0-5 years</td>
<td>Private fundraising</td>
</tr>
<tr>
<td></td>
<td>Charles Dayton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>THE POINT AND VALLEY STREET REALIGNMENT</td>
<td>City</td>
<td>In progress</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>CityWide</td>
<td>0-5 years</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CityWide/Human Nature</td>
<td>0-5 years</td>
<td>Private capital</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>philanthropy</td>
</tr>
<tr>
<td></td>
<td>CityWide/DiViDi</td>
<td>3-10 years</td>
<td>Private capital</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>hometown</td>
</tr>
<tr>
<td>NEW MIXED-INCOME HOUSING ACROSS FROM Dayton Children’s</td>
<td>DiViDi partners</td>
<td>3-10 years</td>
<td>DiViDi partners &amp;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>private developers</td>
</tr>
</tbody>
</table>

**Map Image:**

- [View full map](#)
- [Details of individual projects](#)
- [Projects to be implemented by other partners](#)
- [Projects to be implemented by the city](#)
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 with a loop as described in the Riverfront Plan (connection from existing park to planned park in Northwest, dependent on traffic studies required on Riverside Drive)</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, Fort River 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>RECOMPIRING ROOMSFORD EXIT</td>
<td>Reconfigure the gateway of the Buckstock 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 resources to homeowners where needed)</td>
<td>DeWeese-Ridgecrest Civic Association</td>
<td>0-3 years</td>
<td>n/a</td>
</tr>
</tbody>
</table>

REFER TO FULL MAPS/PLANS OR INDIVIDUAL PROJECT PAGES FOR DETAILED IMAGES OF PROJECTS

NOTHING TO BE IMPLEMENTED BY OTHER PARTNER
NOTHING TO BE IMPLEMENTED BY CITY
Historic Inner East:
Third 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>SHORT-TERM ROAD IMPRT</td>
<td>Remove one lane of moving traffic in each direction and paint designated 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>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>Partner with business owners to put planted trees or stand-alone planters at the edge of the sidewalk to define the pedestrian main and make nodes</td>
<td>Owner/Citywide</td>
<td>0-3 years</td>
<td>City/Philanthropy</td>
</tr>
<tr>
<td>LONG-TERM STREETSCAPE AND RE-GROWTH</td>
<td>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>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>Normalize the medians 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>
<tr>
<td>THIRD STREET AND DOUJT STREET NODE</td>
<td>Plant a crosswalk at DuBoist that creates a box 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>Add bricked Plant Live canoee indicating the trailerhead on DuBoist</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Build bump-outs to reduce the crossing width and create space for street trees</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td>THIRD STREET AND JUNE STREET NODE</td>
<td>Support existing restaurants with concepts, labor, and tool kit 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>Plant a crosswalk at June that creates a box to connect both sides of the off-set street (upgrade to special paving if 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>Add a pedestrian actuated crossing signal</td>
<td>City</td>
<td>0-3 years</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Build bump-outs to reduce the crossing width and create space for street trees</td>
<td>City</td>
<td>3-10 years</td>
<td>City</td>
</tr>
<tr>
<td>THIRD STREET AND LINNAVE NODE</td>
<td>Plant a crosswalk 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>Build bump-outs to reduce the 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>Coordinate a parking strategy between private owners to make retail and restaurant users visible</td>
<td>Private owners</td>
<td>0-3 years</td>
<td>Private capital</td>
</tr>
<tr>
<td></td>
<td>Support and incentivize small businesses to open at Third and Linden, support in permitting and licenses, funding 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

## Project Summary

### Lead Agency

- City
- Developer

### Time Frame

- 0-2 years
- 2-3 years
- 3-10 years

### Funding Source

- City/State/Federal
- Private capital incentives

## Project Details

### Trail Engineering Construction

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Lead Agency</th>
<th>Time Frame</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corridor acquisition of the rail right-of-way from Nantalk Southern</td>
<td>City</td>
<td>0-2 years</td>
<td>City/State/Federal</td>
</tr>
<tr>
<td>Trail Construction/Engineering Phase 1</td>
<td>City</td>
<td>0-2 years</td>
<td>City/State/Federal</td>
</tr>
<tr>
<td>Trail Construction/Engineering Phase 2</td>
<td>City</td>
<td>3-10 years</td>
<td>City/State/Federal</td>
</tr>
<tr>
<td>Trail Construction/Engineering Phase 3</td>
<td>City</td>
<td>3-10 years</td>
<td>City/State/Federal</td>
</tr>
</tbody>
</table>

### Outlets Node

- Raised crosswalk at the trail crossing
- Build a new construction one-story retail food & beverage building with outdoor dining at the trailhead and near operator
- Renovate the two existing buildings on Devon street into loft apartments or condos
- Acquire 15 Devo and Devo for retail townhouses or similar density housing facing the Flight Line
- Renovate 70 Devo for loft housing

### Huffman Node

- Vacate Huffman Street west of Columbus Street and Belleview Street north of Hamilton Avenue (create a driveway access for properties on Huffman)
- Improve the green space south of Huffman, adjacent to the Carnegie Library building with a playground, pavilion, and outdoor seating
- Renovate and encourage active uses in retail buildings facing 7th Street
- Build 12 apartments facing Hamilton

### Linden Node

- Help facilitate the redevelopment of the Hewitt Stop Factory building site
- Build a half-block park at the eastern end of the project with outdoor seating to serve retail uses
- Build a new construction one-story retail food & beverage building with outdoor dining at the trailhead and near operator
- Develop low-density mixed-income/multi-family housing development on the remainder of 125 Linden Ave.
- Acquire the parcels facing 125 Ave. between Findlay St. and Morningside St. and build townhouses and low-density mixed-income/multi-family housing

---

**Note:** Refer to full tabular plan of individual project plans for detailed images of projects.

- Intentions to be implemented by other entities.
- Intentions to be implemented by the city.

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**NORTHEAST DAYTON NEIGHBORHOODS VISION / DAYTON, OHIO / SEPTEMBER 2020**

---

**Implementabilities:**

- Project X
- Project Y

---

**09.18.20**
# 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>Acquisition/ Demo Strategy for Burkhardt East and Eastern Hills</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>0-2 years</td>
<td>n/a</td>
</tr>
<tr>
<td></td>
<td>Partner with the Montgomery County Land Bank to initiate a &quot;Thriving Neighborhood Initiative&quot; in Huffman to facilitate strategic acquisitions, demolitions, and rehabs.</td>
<td>Montgomery County Land Bank</td>
<td>0-3 years</td>
<td>Montgomery County Land Bank</td>
</tr>
</tbody>
</table>

![Map of Neighborhood Stabilization: Burkhardt and Eastern Hills](image)