



## CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

MARCH 9, 2016

8:30 A.M.

### I. AGENDA SCHEDULE

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

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

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

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### II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

#### A. Purchase Orders, Price Agreements and Contracts:

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

##### 1. Purchase Order:

##### AVIATION

A1. Lebanon Ford, Inc. (one all-wheel drive utility vehicle)      **\$30,193.00**

1. (Cont'd):

**HUMAN RESOURCES**

**B1. Green & Green Lawyers, A Legal Professional Association**  
(professional legal services as needed through 12-31-16) **\$30,000.00**

**PUBLIC WORKS**

**C1. Asphalt Zipper, Inc.** (one asphalt grind box with accessories) **12,545.00**

**RECREATION & YOUTH SERVICES**

**D1. Ovations Food Services LP dba Spectra Food Services & Hospitality**  
(catering services) **11,256.00**

**D2. Century Equipment, Inc.** (one fairway mower, one greens mower and  
accessories) **81,799.05**

**D3. John Deere Company** (one utility tractor) **17,414.25**

**D4. Reynolds Farm Equipment, Inc.** (one pull behind deck mower)  
**19,725.00**

**WATER**

**E1. State of Ohio** (Annual Class B biosolids and landfill permit fees)  
**24,910.10**

**E2. John A. Becker Company dba Becker Electric** (electrical parts,  
supplies and related items as needed through 12-31-16) **20,000.00**

**(and for the period of 01-01-17 through 12-31-17)** **30,000.00**

-Depts. of Aviation, Human Resources, Public Works, Recreation & Youth  
Services and Water. **Total: \$277,842.40**

2. **AMEC Foster Wheeler Environment & Infrastructure, Inc. – Contract –**  
for the Source Water Protection Area Risk Assessment – Dept. of Water/Envir.  
Mgmt. **\$100,000.00**  
**(Thru 12/17)**

3. **RevTechPlus, Inc. – Second Renewal –** for Daily Revenue Management of  
Online Tee Times – Dept. of Recreation & Youth Services/Golf. **\$22,500.00**

**B. Construction Contracts/Estimates of Cost:**

4. **Insituform Technologies, LLC – Contract –** for the Wolf Creek Sanitary  
Liner Installation, Phase 4 (Open Market) – Dept. of Water/Water Engineering.  
**\$846,903.86**  
**(Thru 12/2017)**

**C. Revenue to the City:**

5. **V.P. & Associates, Inc. – First Renewal** – for food and beverage concessions at Community Golf Club – Dept. of Recreation & Youth Services/Golf.

**\$35,000.00**

**(Revenue to the City)**

**E. Other – Contributions, Enterprise Zone Agreements, Etc.:**

**BY THE BOARD OF REVISION OF ASSESSMENTS**

6. In the Matter of Declaring the Intention of the Commission to Vacate the Alley East of Creston Avenue from the South Property Line of City Lot #6908 to Herman Avenue – Recommendation to Proceed.

**IV. LEGISLATION:**

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

7. **No. 6170-16** Authorizing the Submission and Acceptance of a Grant Award from Montgomery County Family and Children First Council (FCFC) in the Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) on behalf of the City of Dayton, and Declaring an Emergency.
8. **No. 6171-16** Approving the Montgomery County Board of Commissioners' Appointment of a Member to the Board of Directors of the Dayton-Montgomery County Port Authority, and Declaring an Emergency.
9. **No. 6172-16** Reappointing a Member to the Board of Directors of the Dayton-Montgomery County Port Authority and Declaring an Emergency.

**Ordinances – First Reading:**

10. **No. 31477-16** Consenting to the Improvement of U.S. Route 35 within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

11. **No. 31478-16** Vacating the Alley East of Creston Avenue from the South Property Line of City Lot No. 6908 to Herman Avenue.

**Resolution – Second Reading:**

12. **No. 6169-16** Authorizing the City Manager to Accept a Grant from the Greater Dayton Regional Transit Authority in an Amount Not to Exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) of Federal Transit Administration Funds.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 31479-16**

**RESOLUTION NO. 6173-16**

**IMPROVEMENT RESOLUTION NO. 3598-16**

**INFORMAL RESOLUTION NO. 918-16**

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager

Date March 9, 2016

FROM: Central Services / Purchasing  
Department/Division

(CHECK ONE)

Amount \$ 277,842.40

- Purchase Order       Lease Agreement
- Price Agreement       Estimate of Cost
- Award of Contract       Payment of Voucher
- Other      2016 Purchase Orders

Supplier/Vendor/Company/Individual:  
  
NAME See Below  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

Justification and description of purchase, contract or payment:

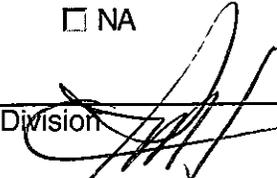
AVIATION

(A1) P1600747 – LEBANON FORD, INC., LEBANON, OH

- One (1) all-wheel drive utility vehicle.
- This vehicle is required to support the daily operations for the Dayton International Airport and will replace City unit #5399, which will be disposed of in the best interest of the City of Dayton.
- Eight possible bidders were solicited and three bids were received.
- The Department of Aviation recommends acceptance of the low bid.
- Authority: \$30,193.00

Approved Affirmative Action Program on File     Yes     No     NA

Approved by City Commission

Division 

Clerk \_\_\_\_\_

Department \_\_\_\_\_  
City Manager 

Date \_\_\_\_\_

HUMAN RESOURCES

(B1) P1600744 – GREEN & GREEN LAWYERS, A LEGAL PROFESSIONAL ASSOCIATION, DAYTON, OH

- Professional legal services, as needed through 12/31/2016.
- These services are required to provide legal consultation and representation in matters related to the worker's compensation cases.
- The law firm of Green & Green Lawyers, A Legal Professional Association is recommended based on proven past performance, expertise and experience of its staff in related matters, therefore this purchase was negotiated.
- Green & Green Lawyers, A Legal Professional Association qualifies as a Dayton local entity.
- The Department of Human Resources recommends approval of this order.
- Authority: \$30,000.00

PUBLIC WORKS – STREET MAINTENANCE

(C1) P1600745 – ASPHALT ZIPPER, INC., PLEASANT GROVE, UT

- One (1) asphalt grind box with accessories.
- This equipment is required to more efficiently mill asphalt.
- Asphalt Zipper, Inc. is recommended as the original equipment manufacturer (OEM) and sole source for this product, therefore this purchase was negotiated.
- The Department of Public Works recommends approval of this order.
- Authority: \$12,545.00

RECREATION AND YOUTH SERVICES – ADMINISTRATION

(D1) P1600705 – OVATIONS FOOD SERVICES LP dba SPECTRA FOOD SERVICES & HOSPITALITY, DAYTON, OHIO

- Catering services.
- These services are required to provide meals during the 2016 Senior Holiday Luncheon.
- Oventions Food Service LP dba Spectra Food Services & Hospitality is recommended as the exclusive caterer at the Dayton Convention Center, therefore this order was negotiated.
- Oventions Food Services LP dba Spectra Food Services & Hospitality qualifies as a Dayton local entity.
- The Department of Recreation and Youth Services recommends approval of this order.
- Authority: \$11,256.00

RECREATION AND YOUTH SERVICES - GOLF

(D2) P1600734 – CENTURY EQUIPMENT, INC. TOLEDO, OH

- One (1) fairway mower, one (1) greens mower and accessories.
- These goods are required to maintain City golf course property and will replace City units #1225 and #4201, which will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with State of Ohio term schedule contract pricing #800261.
- The Department of Recreation and Youth Services recommends approval of this order.
- Authority: \$81,799.05

RECREATION AND YOUTH SERVICES – GOLF (CONTINUED)

(D3) P1600735 – JOHN DEERE COMPANY, CARY, NC

- One (1) utility tractor.
- This equipment is required to maintain City golf course property and will replace City unit #1208, which will be disposed of in the best interest of the City of Dayton.
- Rates are in accordance with State of Ohio term schedule contract pricing #800276.
- The Department of Recreation and Youth Services recommends approval of this order.
- Authority: \$17,414.25

(D4) P1600736 – REYNOLDS FARM EQUIPMENT, INC., XENIA, OH

- One (1) pull behind deck mower.
- This equipment is required to maintain City golf course property and will replace City unit #1208, which will be disposed of in the best interest of the City of Dayton.
- Reynolds Farm Equipment, Inc. is the sole authorized regional Progressive Turf Equipment, Inc. dealer, therefore this purchase was negotiated.
- The Department of Recreation and Youth Services recommends approval of this order.
- Authority: \$19,725.00

WATER – WATER RECLAMATION

(E1) P1600750 – STATE OF OHIO, TREASURER, OHIO EPA, COLUMBUS, OH

- Annual class B biosolids and landfill permit fees.
- These permits are required to comply with State of Ohio regulations.
- The State of Ohio's Treasurers office administers these permits, therefore this order was negotiated.
- The Department of Water recommends approval of this order.
- Authority: \$24,910.10

(E2) P1600743 – JOHN A BECKER COMPANY dba BECKER ELECTRIC, DAYTON, OH

- Electrical parts, supplies and related items, as needed through 12/31/2016.
- These goods are required to maintain existing electrical equipment and facilities.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16014D, with firm pricing through 12/31/2017.
- John A Becker Company dba Becker Electric qualifies as a Dayton local entity.
- The Department of Water recommends approval of this order.
- Initial encumbrance authority: \$20,000.00
- Authority to cover additional needs in the following period:
  - 1/1/2017 – 12/31/2017 \$30,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: Ford Police Interceptor

Dept./Div.: Aviation/Police

Requisition No.: 024AOAD6

IFB No.: U16020

Bids Opened: 11:30 A.M.; 2-18-2016

No.:		1	2	3			
BIDDER NAME & STREET ADDRESS:		INTERSTATE FORD, INC.	LEBANON FORD	STATEWIDE FORD			
CITY:		MIAMISBURG	LEBANON	VAN WERT			
STATE & ZIP:		OH 45342	OH 45036	OH 45891			
Recommended for Award							
QUALIFIES FOR LOCAL PREFERENCE?		NO	NO	NO			
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO	NO			
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO	NO	NO			
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT COST	UNIT COST	UNIT COST	
<u>PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS</u>							
<b>Ford Police Interceptor SUV</b>							
1	2016 All-Wheel Drive Ford Police Intereptor Utility Vehicle	1	EA	\$31,500.00	• \$30,193.00	\$30,790.00	
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?			NO 3/11/2016	NO 3/15/2016	NO 9/30/2016	
TERMS:		30 DAYS		30 DAYS		30 DAYS	
F.O.B.:		DESTINATION		DESTINATION		DESTINATION	
DELIVERY:		90-120 DAYS (ESTIMATE)		80 DAYS		90-180 DAYS	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

HRC  
Dayton OH 45402

1. Beau Townsend Ford  
Vandalia OH 45377

4. Walt Sweeney Ford, Inc.  
Cincinnati, OH 45238

2. Byers Ford  
Deleware OH 43015

5. Middletown Ford  
Middletown, OH 45402

3. Valley Ford  
Cleveland, OH 44125

2.

**CITY OF DAYTON  
CITY MANAGER'S REPORT**

TO: City Manager  
FROM: Water / Environmental Management  
*Department/Division*

Date March 9, 2016  
Code 53997-3470-1159-55

(CHECK ONE)

- Purchase Order       Lease Agreement  
 Price Agreement       Estimate of Cost  
 Award of Contract       Payment of Voucher  
 Other \_\_\_\_\_

Fund Title Well Field Fund  
Amount \$ 100,000.00 (Thru 12/17)

Supplier/Vendor/Company/Individual:  
NAME AMEC Foster Wheeler Environment & Infrastructure, Inc.  
ADDRESS 521 Byers Rd., Suite 204  
Miamisburg, OH 45342

Justification and description of purchase, contract or payment:

**SOURCE WATER PROTECTION AREA RISK ASSESSMENT**

The Department of Water requests permission to enter into an Professional Services Agreement with AMEC Foster Wheeler Environment & Infrastructure, Inc. in the amount of \$100,000.00. This agreement is needed to provide the City with a risk assessment that ranks the risk posed to the City's drinking water supply from potential contaminant sources for the Source Water Protection Area Risk Assessment. The scope consists of coordinating and working with businesses in the source water area on individual site risk assessments and the methods to improve the safe handling and management of Regulated Substances.

Five bids were received for this Professional Services Agreement on November 9, 2015. After evaluating the bids, AMEC Foster Wheeler Environment & Infrastructure, Inc.'s was chosen in response to the City's Request for Proposal (RFP No. 15070D). AMEC had the best combination of approach, expertise and resources to meet the Department of Water's objectives. The estimated cost for the agreement is \$100,000.00. The time for contract completion is December 31, 2017.

This project is being fully funded using 2016 Source Water Protection Funds. This agreement supports the City's Source Water Protection Program.

The Source Water Protection Area Risk Assessment Agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds is attached.

Approved Affirmative Action Program on File  Yes

No       NA

Approved by City Commission

Michelle A. Simmons  
Division  
Scott A. Clemens  
Department  
Jim P. Paulty  
City Manager

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, between the City of Dayton, Ohio, a municipal corporation established under and by virtue of the constitution and laws of the State of Ohio (hereinafter referred to as the "City"), and Amec Foster Wheeler Environment & Infrastructure, Inc. 521 Byers Rd, Suite 204 Miamisburg, Ohio 45342 (hereinafter referred to as the "Consultant").

### WITNESSETH THAT:

**WHEREAS**, The City desires the capabilities to perform a risk assessment that ranks the risk posed to the City's drinking water supply from potential contaminant sources, and to carry out the professional services for identifying, communicating and reducing risks; and,

**WHEREAS**, The Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and,

**WHEREAS**, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the City and Consultant hereby agree as follows:

### ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate on December 31, 2017. At the City's discretion, an option may be exercised to extend the Agreement for a third year at the established rates.

### ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all services necessary to complete the Services that are described in Attachment A, Scope of Services, attached hereto and incorporated herein.

### ARTICLE 3. COMPENSATION

The total remuneration for the Services provided shall not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00). This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. The Consultants fees are outlined in Attachment B, attached hereto and incorporated herein.

Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, Services provided during the invoice period and associated receipts. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

#### **ARTICLE 4. CITY'S RESPONSIBILITIES**

The City will furnish Consultant, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement as presented in Attachment C, attached hereto and incorporated herein. City will arrange for right-of-entry to the project site and will execute any necessary site access agreements.

#### **ARTICLE 5. STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and City has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

#### **ARTICLE 6. INDEMNIFICATION**

Consultant shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses to the extent are caused by or arise out of the negligent performance or non-performance of this Agreement and/or the negligent acts, omissions, or conduct of Consultant and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

#### **ARTICLE 7. INSURANCE**

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident.
- (3) Employers' Liability Insurance, having a limit of Five Hundred Thousand Dollars (\$500,000) for each occurrence.
- (4) Professional Liability Insurance, having a limit of One Million Dollars (\$1,000,000) annual aggregate.
- (5) Consultant shall maintain errors and omissions insurance in the amount of One Million Dollars (\$1,000,000).
- (6) Environmental Impairment Liability Insurance, having a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and

volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

## **ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the City upon payment. However, Consultant shall have the unrestricted right to their use.

Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Consultant.

## **ARTICLE 9. TERMINATION**

This Agreement may be terminated in the event of or under any of the following circumstances:

1. A receiver for Consultant's assets is appointed by a court of competent jurisdiction.
2. Consultant is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Consultant's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it and the failure of Consultant to remedy such failure within thirty (30) days from the date of written notice from City.
4. Consultant's violation of any applicable federal, state, or local law applicable to the Project and construction thereof or Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Consultant desires to terminate this Agreement.
6. The City may terminate this contract at any time upon 30 days written notice to the Consultant.

Any such termination shall not relieve the Consultant of any liability to the City for damages sustained by virtue of any breach by the Consultant. The City will be under no further monetary obligation or commitment to the Consultant. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

## **ARTICLE 10. INDIRECT DAMAGES**

Each party hereby waives its rights to recover from the other party any consequential, economic, indirect or incidental damages (including, but not limited to, loss of use, income, profits, financing or reputation), arising out of, or relating to, this Agreement or the performance of the services.

## **ARTICLE 11. STANDARD TERMS**

### **A. DELAY IN PERFORMANCE**

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For

purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Consultant under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **B. GOVERNING LAW AND VENUE**

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

#### **C. COMMUNICATIONS**

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

**Consultant:** Amec Foster Wheeler Environment & Infrastructure, Inc.  
521 Byers Rd., Suite 204  
Miamisburg, OH 45342  
Attention: Paul Stork, Office Manager

**City:** City of Dayton, Department of Water  
320 West Monument Avenue  
Dayton, Ohio 45402  
Attention: Aaron Colson, Division of Environmental Management

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

#### **D. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

#### **E. WAIVER**

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

#### **F. SEVERABILITY**

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

#### **G. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments or employment with the City of Dayton. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state, and federal taxes.

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

#### **H. ASSIGNMENT**

Consultant 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 Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

#### **I. THIRD PARTY RIGHTS**

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

#### **J. AMENDMENT**

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

#### **K. POLITICAL CONTRIBUTIONS**

Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

**L. INTEGRATION**

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

**IN WITNESS WHEREOF**, the City and Consultant, each by a duly authorized representative, have executed this Agreement on the date first written above.

**CITY OF DAYTON, OHIO**

**AMEC FOSTER WHEELER  
ENVIRONMENT & INFRASTRUCTURE,  
INC.**

\_\_\_\_\_  
City Manager

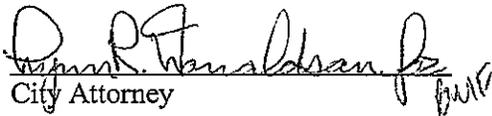
By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Director, Department of Water

**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_, 2016

Min./Bk. \_\_\_\_\_ Pg. \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission

## **ATTACHMENT A Scope of Services**

City: City of Dayton, Ohio  
Project: Source Water Protection Area Risk Assessment  
Consultant: Amec Foster Wheeler Environment & Infrastructure

Scope of Work/Project Requirements: The Consultant will provide the City with a risk assessment that ranks the risk posed to the City's drinking water supply from potential contaminant sources. The Consultant will coordinate and work with businesses in the source water area on individual site risk assessments and the methods to improve the safe handling and management of Regulated Substances. The risk assessment must rank potential contaminant sources by an appropriate method that provides the City with a screening ability to identify areas that pose the greatest risk to the City's well fields. A written Risk Management Plan will be developed in cooperation and under direction provided by the City's Division of Environmental Management ("DEM") for the City's source water areas for drinking water.

In cooperation with DEM, the Consultant will develop and implement the required risk analysis and assessments and to create risk reports, risk matrices, and risk maps of the source water protection area and to develop a Risk Management Plan that is easily updated as necessary. Consulting services will be provided that assist with the planning and implementation of an overall risk management process and framework for the City's Source Water Protection Program ("SWPP") by analyzing risks, identifying and comparing estimated risks with defined criteria such as costs, legal requirements including regulatory liability, environmental factors, and evaluating the SWPP's handling of risk. A ranking system will be created by evaluating business practices and the risks they pose to groundwater.

The method used for developing a ranking system by the Consultant for the City will quantify the types of risk posed from potential contaminant sources to groundwater by evaluating business practices and other land uses in the source water protection areas. The consultant must incorporate comprehensive research to assess chemical type and fate in ground water. Modelling, statistical analysis, and other risk management tools and metrics will be utilized for conducting source water risk assessments that quantify risk potential to the ground water.

The Consultant services for the Source Water Area Protection Risk Assessment will include, but not limited to, taking into account business practices and other land uses such as pipelines and transportation. The Consultant must address the concern of potential of contaminants entering the intakes for enhanced aquifer recharge from area rivers to the well field.

The Consultant may be requested to provide cost effectiveness studies, cost benefit analysis, identification and implications of relevant legal requirements including regulatory liability, and environmental factors that influence risk evaluation to groundwater. The Consultant will consider and address economic, legal, regulatory, and other factors in individual site assessments and how these factors may influence the decisions made by business to implement best management practices.

To reduce risk, the Consultant will assist businesses in the development and administration of Spill Prevention and Response Plans including but not limited to: personnel training programs, tracking equipment performances, chemical handling, business equipment operations, engineering controls and pollution prevention measures.

The Consultant will work with DEM to assist businesses in the development and implementation of processes for work flow analysis and work process management for the safe handling of Regulated Substances. The Consultant will assist DEM to identify and implement systems and methods to decrease or eliminate risk of contamination of the Source Water Protection Area ("SWPA"). In cooperation with business, and taking into account economics, the Consultant will provide realistic recommendations on equipment or methods that allow businesses to meet the SWPP requirements by implementing industrial pollution control techniques that improve processes for identifying, measuring, assessing, and predicting exposures of harmful pollutants to the soil and groundwater. The Consultant will be involved in conducting inspections and working with businesses in the Source Water Protection Area on their reporting requirements, chemical handling, assessing hazard levels, construction plan review, and other related tasks as requested.

The Consultant will:

1. Assist the City in discussions with business and industry within the SWPA and other sensitive water resource areas for the purposes of carrying out the risk assessments and risk reduction in the source water area.
2. Advise the City on the best practices for addressing risks identified in this project to the drinking water supply.
3. Provide all consulting services necessary to complete the source water protection risk assessment in accordance with the SWPP and oversight provided by the DEM for this project.

The Consultant will submit appropriate reports and documentation required to ensure compliance with applicable regulations and requirements. Selected individual site risk assessment reports are required. Regular status reports, and project updates are required. Attendance at public meetings may be required. A Risk Management Plan will be developed in cooperation with DEM. The Consultant shall deliver all required progress reports and project deliverables to the City consistent with the requirements of the SWPP and DEM. The City reserves the right to negotiate or adjust the scope of work within the contract as needed.

**ATTACHMENT B  
Fee Schedule**

City: City of Dayton, Ohio  
 Project: Source Water Protection Area Risk Assessment  
 Consultant: Amec Foster Wheeler Environment & Infrastructure

The "Not-To-Exceed" fee of \$100,000.00 is as follows:

<b>Business Community Outreach and Education</b>	<b>\$ 58,000.00</b>
Site Assessment Work Plan and a mix of small & large business inspections to be determined by DEM.	\$ 30,910.00
Four Best Management Practice Training Sessions	\$ 11,930.00
Two Business Outreach Meetings	\$ 15,160.00
<b>Risk Assessment and Ranking</b>	<b>\$ 32,000.00</b>
Data Transfer Meetings	\$ 9,645.00
Developing City of Dayton Hybrid Risk Matrix (including meeting/training) based on Priority Setting Approach	\$ 22,355.00
<b>Risk Management Plan</b>	<b>\$10,000.00</b>
(Meeting and Two Stake Holder Presentations)	
<b>TOTAL</b>	<b>\$100,000.00</b>

The Fee Schedule for personnel is as follows:

**AMEC FOSTER WHEELER FEE SCHEDULE**

Amec Foster Wheeler's labor fee schedule for services provided on a time and materials basis is provided below. This rate schedule will remain in effect for the three-year term of the contract, but the categorization of personnel may be adjusted if so warranted by increases in qualifications and experience. Current categorization of project team personnel are identified in parentheses.

Personnel	(\$/hour)
Principal Scientist/Principal Engineer (Rodgers, Regan)	\$ 150.00
Senior Project Manager/Senior Scientist II (Stork)	\$ 135.00
Assistant Project Manager/Senior Scientist I (Dornbusch, Reutlinger)	\$ 110.00
Project Scientist	\$ 90.00
Senior Technician II	\$ 85.00
Staff II Scientist	\$ 80.00
Senior Technician I	\$ 75.00
Staff I Scientist	\$ 70.00
CADD/Draftsperson (Bicknell)	\$ 65.00
Technician II	\$ 60.00

Project Administrator	\$ 60.00
Technician I	\$ 50.00
Clerical	\$ 45.00

#### TERRAN CORPORATION FEE SCHEDULE

Subcontract services will be invoiced at our cost multiplied by 1.1. The table below presents Terran's 2015 labor rate schedule for services associated with risk assessment services.

Staff	(\$/hour)
Chief Hydrogeologist	\$ 188.00
Senior Risk Assessor	\$ 225.00
Senior Hydrogeologist	\$ 122.00
Fate & Transport Modeller	\$ 115.00
Project Geologist	\$ 79.00

#### STONE ENVIRONMENTAL, ENGINEERING & SCIENCE, INC. FEE SCHEDULE

Subcontract services will be invoiced at our cost multiplied by 1.1. The table below presents Stone's 2015 labor rate schedule for services associated with inspection of businesses within the SWPA.

Staff	(\$/hour)
Senior Project Manager	\$ 135.00
Senior Project Engineer	\$ 125.00
Senior Engineer / Scientist	\$ 110.00
Project Engineer / Scientist	\$ 90.00
Staff Engineer / Scientist	\$ 75.00
CAD Designer	\$ 65.00
Clerical / Administrative	\$ 50.00

**ATTACHMENT C  
TO  
AGREEMENT FOR CONSULTING SERVICES**

City: City of Dayton, Ohio  
Project: Source Water Protection Area Risk Assessment  
Consultant: Amec Foster Wheeler Environment & Infrastructure

**CITY'S RESPONSIBILITIES**

The City will furnish, as required by the work and not at the expense of Consultant, the following item:  
The services of at least one of the City's employees or staff.

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager

Date March 9, 2016

FROM: Recreation and Youth Services / Golf  
Department/Division

Code 59000-6550-1158-56

(CHECK ONE)

Fund Title Golf Operating

Amount \$ \$22,500

- Purchase Order       Lease Agreement
- Price Agreement       Estimate of Cost
- Award of Contract       Payment of Voucher
- Other      Second Renewal

Supplier/Vendor/Company/Individual:

NAME RevTechPlus, Inc  
 ADDRESS 144 Duall Drive  
Hopwood, PA 15445

Justification and description of purchase, contract or payment:

Recreation and Youth Services is requesting approval to award a one-year renewal agreement to RevTechPlus, Inc for Daily Revenue Management of Online Tee Times. The original agreement covered 2014 with option to renew for two addition one-year periods. 2016 will represent the second of two renewal options.

The City shall make monthly installment payments of \$2,500 for the months of March through November. No payments are due for the months of December, January or February; however Contractor will continue to provide all contractual services including:

1. Daily web check, synching and rate adjustments utilizing proprietary pricing matrix (dynamic pricing) – Our online tee times will be synched and match exactly to our six tee sheets to maximize sales opportunities.
2. Mass email creation and distribution of promotions to maximize awareness of online tee times and ultimately increase revenue.
3. Constant monitoring of tee time sales on golf course website, mobile site, phone apps, GolfNow website – Golf will receive weekly statistical reports.

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

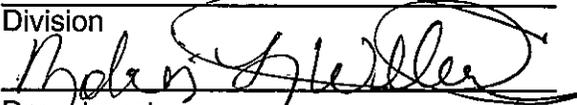
A Certificate of Funds is attached.

Approved Affirmative Action Program on File     Yes       No       NA

Approved by City Commission

Clerk

Date

Division   
 Department   
 City Manager

# CERTIFICATE OF FUNDS CT160861

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

**NO DRAFT DOCUMENTS PERMITTED**

New Contract                     
  **X** Renewal Contract                     
  Change Order

Contract Start Date	03/01/16
Expiration Date	12/31/16
Original Commission Approval	\$ 22,500.00
Initial Encumbrance	\$ -
Remaining Commission Approval	\$ 22,500.00
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

**Required Documentation**

<u>  x  </u>	Initial City Manager's Report
<u>  x  </u>	Initial Certificate of Funds
<u>  x  </u>	Initial Agreement/Contract
	Copy of City Manager's Report
	Copy of Original Certificate of Funds

Amount: <u>  \$ 22,500.00  </u> Fund Code <u>59000 - 6550 - 1158 - 56 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: <u>                    </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>
Amount: <u>                    </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: <u>                    </u> Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>

**Attach additional pages for more FOAPALS**

Vendor Name: RevTechPlus, Inc  
 Vendor Address: 144 Duall Drive                      Hopwood                      PA                      15445  
Street                      City                      State                      Zipcode + 4  
 Federal ID: 462931053  
 Commodity Code: 91528  
 Purpose: Payment of Services

Contact Person: Kelly Pressel                      RYS/Golf                      2/17/2016  
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.

<u></u> Finance Director Signature	<u>02/29/16</u> Date	
<u></u> CF Prepared by	<u>2/29/16</u> Date	<u>CT160861</u> CE/CT Number

AD 2/29/16                      SA 2/29/16

**COMMISSION**

MAR 09 2016

**CALENDAR**

**SECOND RENEWAL OF AGREEMENT  
FOR DAILY REVENUE MANAGEMENT  
OF THE CITY OF DAYTON GOLF COURSES ONLINE TEE TIMES**

This **RENEWAL OF AGREEMENT FOR DAILY REVENUE MANGEMENT OF THE CITY OF DAYTON GOLF COURSES ONLINE TEE TIMES** ("Renewal") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio, (hereinafter referred to as the "City") and **RevTechPlus, Inc**, an Pennsylvania limited liability company, created and existing under the laws of the State of Ohio (hereinafter referred to as "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the City and Contractor executed the Agreement for daily revenue management of the City of Dayton golf courses online tee times ("Agreement") on March 28, 2014; and

**WHEREAS**, the City and Contractor previously executed a First Renewal of the Agreement; and

**WHEREAS**, the City and Contractor both wish to enter into a Second Renewal of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement and herein, the parties hereto agree as follows:

1. Pursuant to Article II of the Agreement, both City and Contractor hereby mutually agree to renew the Agreement for one year, which will expire on December 31, 2016.
2. Except as modified by this Renewal, the Agreement between the City and Contractor remains unchanged and in full force and effect.

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

**CITY OF DAYTON, OHIO**

**REVTECH PLUS, INC**, of Pennsylvania  
Limited Liability Company

\_\_\_\_\_  
City Manager

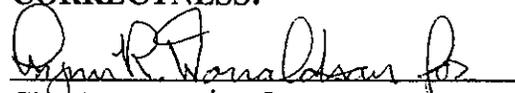
By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_, 2016

  
\_\_\_\_\_  
City Attorney *RW*

Min. / Bk. \_\_\_\_\_ Pg. \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager  
FROM: Water / Water Engineering  
Department/Division

Date March 9, 2016  
Code 55806-3445-1424-54-SF1601  
Fund Title 2016 Sanitary Capital Fund  
Amount \$ 846,903.86 (thru 12/2017)

(CHECK ONE)

- Purchase Order
- Lease Agreement
- Price Agreement
- Estimate of Cost
- Award of Contract
- Payment of Voucher
- Other \_\_\_\_\_

Supplier/Vendor/Company/Individual:  
NAME Insituform Technologies, LLC  
ADDRESS 17988 Edison Avenue  
Chesterfield, MO 63005

Justification and description of purchase, contract or payment:

**WOLF CREEK SANITARY LINER INSTALLATION, PHASE 4**  
**(OPEN MARKET)**

The Department of Water requests permission to enter into an Agreement with Insituform Technologies, LLC, in the amount of \$846,903.86 for the Wolf Creek Sanitary Liner Installation, Phase 4 project. This amount includes the base bid of \$769,912.60 and Alternate No. 1 - Contingency Allowance for \$76,991.26 (10% of the base bid). This project consists of lining approximately 23,587 linear feet of 8" sanitary sewers on 118 spans in the Wolf Creek area of Dayton by means of trenchless technology and doing other work incidental thereto.

Seven bids were received for this project on February 18, 2016. After evaluating the bids, Insituform Technologies, LLC's bid was the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance) was \$1,100,000.00. The time for contract completion is December 31, 2016. The expiration date identified on the Certificate of Funds is December 31, 2017.

This project is being fully funded using 2016 Sanitary Capital Funds (Debt). This project supports the Asset Management Capital Reinvestment Program by lining existing sanitary sewers that have been targeted as priority areas for infiltration/inflow reduction. This project is identified in the Sanitary Master Plan.

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.

Approved Affirmative Action Program on File  Yes

No  NA  
Scott D. Wilson  
Division  
Samuel D. Cleveland  
Department  
Jim O'Patrick  
City Manager

Approved by City Commission  
\_\_\_\_\_

Clerk  
\_\_\_\_\_

Date  
\_\_\_\_\_

# CERTIFICATE OF FUNDS

CT161395

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

**NO DRAFT DOCUMENTS PERMITTED**

  X   New Contract                               Renewal Contract                               Change Order:

Contract Start Date	03/09/16
Expiration Date	12/31/17
Original Commission Approval	\$ 846,903.86
Initial Encumbrance	\$ 846,903.86
Remaining Commission Approval	\$ -
Original CT/CF	-
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

**Required Documentation**

<u>  X  </u>	Initial City Manager's Report
<u>  X  </u>	Initial Certificate of Funds
<u>  X  </u>	Initial Agreement/Contract
<u>        </u>	Copy of City Manager's Report
<u>        </u>	Copy of Original Certificate of Funds

Amount: <u>  \$846,903.86  </u> Fund Code <u>55806 - 3445 - 1424 - 54 - SF1601 -</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: <u>                    </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX -</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>
Amount: <u>                    </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX -</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>	Amount: <u>                    </u> Fund Code <u>XXXX - XXX - XXXX - XX - XXXX -</u> <small style="display: block; text-align: center;">Fund    Org    Acct    Prog    Act    Loc</small>

**Attach additional pages for more FOAPALs**

Vendor Name:   Insituform Technologies, LLC  

Vendor Address: 17988 Edison Avenue, Chesterfield, MO 63005  
Street                      City                      State                      Zipcode + 4

Federal ID:   13-3032158  

Commodity Code:   96869  

Purpose:   Award of Contract for Wolf Creek Sanitary Liner Installation, Phase 4 (Open Market)  

Contact Person:   Ben Swain, Senior Engineer II     Water/Water Engineering    
Department/Division                      Date

Originating Department Director's Signature:   *James Clark* 2/26/16  

**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.

  *Ben Swain*     *Lasha Smith*    
Finance Director Signature                      Date

CF Prepared by   *Stacey*    
Date

  *Ken*     2/29/16  

  2/29/16    
Date

  2/29/16     CT161395    
Date                      COMMISSION OF CT Number

MAR 09 2016

CALENDAR

**DAYTON, OHIO**  
**DEPARTMENT OF WATER**

**PROPOSAL TABULATION FOR:**  
**WOLF CREEK SANITARY LINER**  
**INSTALLATION, PHASE 4 (OPEN**  
**MARKET)**

<b>Bid Opening Date:</b>	<b>Engineer's Estimate:<sup>1</sup></b>	<b>Estimated Time of Completion:</b>
<u>February 18, 2016</u>	<u>\$1,100,000.00</u>	<u>December 31, 2016</u>

<b>Bidders</b>	<b>Actual Amount<sup>1</sup> of Bid</b>	<b>Adjustment for Work Days</b>	<b>Adjustment for Comparison Purposes Only</b>
<b>*Insituform</b>	\$846,903.86	\$0.00	\$846,903.86
Miller Pipeline	\$860,415.99	\$0.00	\$860,415.99
Insight Pipe	\$927,592.93	\$0.00	\$927,592.93
Layne Inliner	\$987,802.20	\$0.00	\$987,802.20
United Survey	\$1,030,795.70	\$0.00	\$1,030,795.70
Liquiforce	\$1,107,006.72	\$0.00	\$1,107,006.72
Inland Water Pollution	\$1,207,479.84	\$0.00	\$1,207,479.84

**\* RECOMMENDED FOR AWARD**

<sup>1</sup> includes Base Bid and Alternate No. 1 - Contingency Allowance



## MEMORANDUM

---

February 19, 2016

TO: Frederick Stovall, Director  
Department of Public Works

FROM: Roshawn Winburn, Business & Technical Assistance Administrator (N)  
Human Relations Council (HRC)

SUBJECT: **Wolf Creek Sanitary Liner Installation, Phase4 (OM)**

The apparent low bidder, Insituform Technologies, LLC., has been reviewed. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is Insituform Technologies, LLC.

If you have any questions or need additional information contact Roshawn Winburn at 333-1439.

**NOTE TO CONTRACTORS:**

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

**CITY OF DAYTON, OHIO  
DEPARTMENT OF PUBLIC WORKS**

Bid Form

Wolf Creek Sanitary Liner Installation - Phase 4

(Open Market)

Bidder

Insituform Technologies, LLC

17988 Edison Avenue

Chesterfield, MO 63005

**BID FORM**

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

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

**WOLF CREEK SANITARY LINER INSTALLATION, PHASE 4**

**(OPEN MARKET)**

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

Bid Form (Continued)

WOLF CREEK SANITARY LINER INSTALLATION, PHASE 4  
(OPEN MARKET)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
SP-1	Liner, 8"	23587	L.F.	20. <sup>00</sup>	471,740. <sup>00</sup>
SP-2	Service Connections	570	EA.	50. <sup>00</sup>	28,500. <sup>00</sup>
SP-3	Grouting Lateral	570	EA.	263.40	150,138. <sup>00</sup>
SP-4	Hydraulic Cleaning	23587	L.F.	2.60	61,326.20
SP-5	Mechanical Cleaning	2400	L.F.	2.60	6,240. <sup>00</sup>
SP-6	Video Inspection	23587	L.F.	.80	18,869.60
SP-7	No-Dig Point Repair	240	L.F.	100. <sup>00</sup>	24,000. <sup>00</sup>
SP-8	Protruding Tap Removal	86	EA.	105.80	9,098.80
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>769,912.60</b>

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

ALTERNATE NO. 1  
CONTINGENCY ALLOWANCE

This Alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. For evaluation of the bids, the amount of this "CONTINGENCY ALLOWANCE" shall be equal to Ten Percent (10%) of the Contractor's Total Base Bid. For contract award, the amount of this "CONTINGENCY ALLOWANCE" may vary as determined by the City, but shall not exceed the maximum of Ten Percent (10%) of the Contractor's Total Base Bid.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance	1	LUMP	<u>76,991.26</u>	<u>76,991.26</u>
	(Shall equal 10% of the Contractor's Total Base Bid)			<u>76,991.26</u>	<u>76,991.26</u>
<b>TOTAL ALTERNATE NO. 1</b>				<u>\$ 76,991.26</u>	

Bid Form (Continued)

**WOLF CREEK SANITARY LINER INSTALLATION, PHASE 4**  
**(OPEN MARKET)**

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>307,965.04</u>	\$ <u>461,947.56</u>	\$ <u>769,912.60</u>
TOTAL ALT. NO 1 (Contingency Allowance)	\$ <u>-0-</u>	\$ <u>76,991.26</u>	\$ <u>76,991.26</u>

The time of completion fixed by the City is December 31, 2016.

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

<u>NAME</u>	<u>ADDRESS</u>
David Morris	17988 Edison Avenue, Chesterfield MO 63005
Charles Gordon	17988 Edison Avenue, Chesterfield MO 63005
David Martin	17988 Edison Avenue, Chesterfield MO 63005
Kenneth Young	17988 Edison Avenue, Chesterfield MO 63005

## 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.

See Attached Legal Memo

Bidder is

An Individual  
Firm Name

N/A

Business Address

N/A

Telephone

N/A

Partnership  
Firm Name

N/A

Members of Firm and  
Their Business Address

N/A

N/A

N/A

Telephone

N/a

Corporation  
Name

Insituform Technologies, LLC

State of Incorporation

Delaware

Name and Title of  
Officers with Authority  
to Sign Contract

Debra Jasper

Contracting & Attesting Officer

Home Office Address

17988 Edison Avenue, Chesterfield MO 63005

Local Address

3898 Weldon Dr., Lebanon OH 45036

Telephone 636-530-8000

Fax 636-530-8701

E-mail djasper@insituform.com

Federal I.D.# 13-3032158

Dated this 18th day of February, 2016

Bidder: Insituform Technologies, LLC

(Person, Firm, or Corporation)

By:



Debra Jasper

Title: Contracting & Attesting Officer

If a certified or cashier's check is submitted with Bid Form, please furnish the following information:

N/A

\_\_\_\_\_ Certified Check

\_\_\_\_\_ Cashier's Check

Amount       N/A       Dollars

on       N/A       Bank

of       N/A       is Attached

      N/A      

Bidder

Cash in the amount of       N/A        
Dollars is attached.

      N/A      

Bidder

**BID BOND**

AMOUNT \$ 10% of Total Bid

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

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

Project: Wolf Creek Sanitary Liner Installation Phase 4 (Open Market)

Signed and sealed at Dayton, Ohio this 18 day of February, 20 16.

Insituform Technologies, LLC  
17988 Edison Avenue, Chesterfield, MO 63005

Debra Jasper  
Debra Jasper, Bidder  
Contracting & Attesting Officer

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

Barbara Buchhold  
Barbara Buchhold, Surety  
Attorney-in-Fact

J.W. Terrill, a Marsh & McLennan Agency, LLC company  
Name of Insurance Agency

825 Maryville Centre Drive, Ste. 200  
St. Louis, MO 63017

Address of Insurance Agency

Telephone (314)594-2700 FAX (314)594-2500

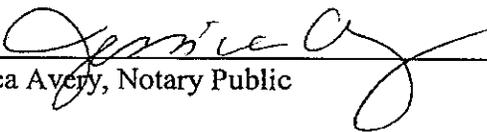
State of Missouri  
County of St. Louis

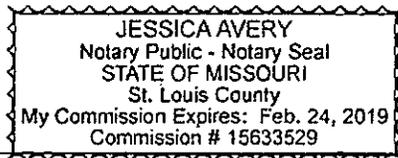
On 2/18/2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Barbara Buchhold known to me to be Attorney-in-Fact of

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

  
\_\_\_\_\_  
Jessica Avery, Notary Public



My Commission Expires: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229369

Certificate No. 006277637

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, and Amanda L. Williams

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 127,187,283	UNEARNED PREMIUMS	\$ 855,349,712
BONDS	3,411,436,937	LOSSES	680,188,443
STOCKS	326,931,879	LOSS ADJUSTMENT EXPENSES	358,911,923
INVESTMENT INCOME DUE AND ACCRUED	45,277,103	COMMISSIONS	34,142,046
OTHER INVESTED ASSETS	4,019,416	TAXES, LICENSES AND FEES	11,534,866
PREMIUM BALANCES	209,982,904	OTHER EXPENSES	40,097,405
NET DEFERRED TAX ASSET	62,639,844	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,560
REINSURANCE RECOVERABLE	17,397,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,082,682
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,896
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,057,199	RETROACTIVE REINSURANCE RESERVE ASSUMED	853,430
OTHER ASSETS	3,076,655	POLICYHOLDER DIVIDENDS	7,376,593
		PROVISION FOR REINSURANCE	3,416,505
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,690,766
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,084,142
		ESCHEAT LIABILITY	1,136,046
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,157
		TOTAL LIABILITIES	\$ 2,110,576,190
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,674,373,715
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,114,657,475
TOTAL ASSETS	\$ 4,225,233,665	TOTAL LIABILITIES & SURPLUS	\$ 4,225,233,665

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

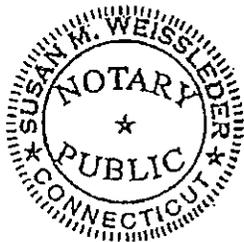
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 19TH DAY OF MARCH, 2015

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017



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

**Ohio Department of Insurance**

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

**Certificate of Compliance**



Issued 03/26/2015

Effective 04/02/2015

Expires 04/01/2016

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$4,225,233,665, liabilities in the amount of \$2,110,576,190, and surplus of at least \$2,114,657,475.

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

*Mary Taylor*

Mary Taylor, Lt. Governor/Director



CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 3)

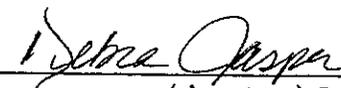
In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, Debra Jasper hereby certify that \_\_\_\_\_  
(print name – an Officer of the company)

Insituform Technologies, LLC meets the following Contractor requirements relating  
(company)

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

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy
- 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) Debra Jasper

Title: Contracting & Attesting Officer

Date: February 18, 2016

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 expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

Fringe Benefits in Cash include: Insurance, Vacation, 401(K)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

N/A

_____	_____
_____	_____

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

LAKE COUNTY Sewer Inc.	_____
EVLY CONTRACTING INC.	_____
_____	_____
_____	_____
_____	_____

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.

AAA PIPE CLEANING

ADVANCED UNDERGROUND

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

STATE OF ~~OHIO~~ <sup>Missouri</sup>  
COUNTY OF St. Louis, ss:

Debra Jasper being duly sworn, deposes and states as follows:

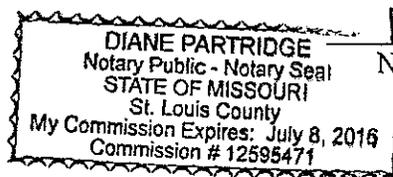
1. I am duly authorized to make the statements contained herein on behalf of Insituform Technologies, LLC ("the Contracting Party").
2. The Contracting Party is a/an (select one):
  - Individual, partnership, or other unincorporated business association (including without limitation, a professional association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

By: *Debra Jasper*  
Debra Jasper

Title: Contracting & Attesting Officer

STATE OF ~~OHIO~~ <sup>Missouri</sup>  
COUNTY OF St. Louis, ss:

Sworn to before me and subscribe in my presence by Debra Jasper, Contracting & Attesting Officer  
this 18 day of Feb., 2016.



*Diane Partridge*  
Notary Public



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

**AFFIRMATIVE ACTION PROGRAM  
EQUAL EMPLOYMENT OPPORTUNITY**

<b>PROJECT:</b> Wolf Creek Sanitary Liner Installation-Phase 4	Dayton, OH
NAME	LOCATION

During the performance of this contract:

Insituform Technologies, LLC	17988 Edison Ave., Chesterfield MO 63005	636-530-8000/636-530-8701
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	<hr/> 11.5%
	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	<hr/> 6.9%

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

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

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

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

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

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

- a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.

- 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**

Insituform Technologies, LLC

(Contractor)

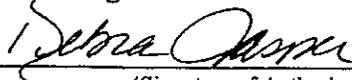
certifies that:

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

Laborers


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

SIGN:



(Signature of Authorized Representative of Bidder)  
Debra Jasper, Contracting & Attesting Officer

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



**(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM**

**Project Name:**

Wolf Creek Sanitary Liner Installation - Phase 4

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
	N/A	N/A	N/A	N/A			
Certified Business Firm Name:	N/A				N/A	N/A	
Tax I.D. Number:	N/A						
Street Address:	N/A						
City/State/ Zip Code:	N/A						
Phone (area code/#):	N/A						
E-mail:							

Total \$ Amount of PRIME CONTRACTOR'S Base Bid:           N/A           Total \$ to subcontract           N/A           Total % subcontract:           N/A          

PRIME CONTRACTOR'S REPRESENTATIVE			
Print Name:	Institutum Technologies, LLC Debra Jasper, Contracting & Attesting Officer	Street Address	17988 Edison Avenue
Sign Name:	<i>Debra Jasper</i>	City/State/Zip	Chesterfield, MO 63005

CITY OF DAYTON  
CITY MANAGER'S REPORT

TO: City Manager  
FROM: Recreation and Youth Services/Golf  
Department/Division

Date March 9, 2016

Code 59000-6550-24111-56

(CHECK ONE)

- Purchase Order
- Price Agreement
- Award of Contract
- Other First Renewal
- Lease Agreement
- Estimate of Cost
- Payment of Voucher

Fund Title Golf Operating

Amount \$ \$35,000 revenue to the City

Supplier/Vendor/Company/Individual:

NAME V.P. & Associates, Inc.

ADDRESS 4800 Mad River Road  
Kettering, Ohio 45429

Justification and description of purchase, contract or payment:

Recreation and Youth Services is requesting approval to award a one-year renewal to V.P. & Associates, Inc for Food and Beverage Concessions at Community Golf Club. The contract renewal shall commence upon approval and expire on December 31, 2016. The original agreement covered 2013-2015 with the option to renew for three additional one-year periods. This renewal represents the first of three renewals options included in the original Agreement.

The Contractor agrees to pay the City a percentage concession fee of ten percent (10%) of Operator's gross revenues. Gross revenues shall not include tips/gratuities and any federal, state and local excise or sales tax.

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

A Certificate of Revenue for the contract is attached in order to receive all revenue generated.

Approved Affirmative Action Program on File  Yes  No  NA

Approved by City Commission

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

Division \_\_\_\_\_

[Signature]  
Department

[Signature]  
City Manager

# CERTIFICATE OF REVENUE

## TO BE COMPLETED BY THE DEPARTMENT

*Customer Information:* Name V.P. & Associates, Inc. Attn: Vicki Warren  
Address 4800 Mad River Road  
City Kettering State OH Zip+4 45429 -   
Customer # @00001308 Address Location # G1  
Federal ID# 31-0994184

*Revenue Information:* Fund 59000 Organization 6550 Revenue 24111 Program 56

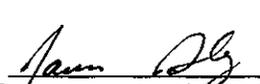
*Contract Information:* Contract Start Date Upon Commission Approval Contract Expiration Date 12/31/16

*Billing Information:* Rate:  Arrears X Pre-bill   
Monthly (1<sup>st</sup> month of billing) April 2016  
Quarterly (1<sup>st</sup> month of quarter)   
Semi-annual (1<sup>st</sup> month of half)   
Annual (1<sup>st</sup> month of billing)   
Other (explain)   
Rate Change Date  Rate Change Amount

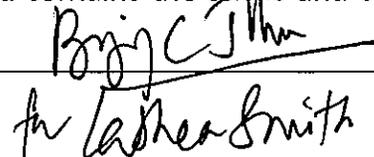
*Description of Services (wording on invoice):* Contractor pays a percentage concession fee (PCF) monthly based on 10% of annual gross revenue. By the 15<sup>th</sup> of each month, Contractor will submit monthly statements to Golf along with the PCF payment. Golf will pay-in monthly payments through the department's POS system and pay-in process.

Departmental Approval 

## TO BE COMPLETED BY FINANCE

Revenue Contract Number 3-1308-1 Auditor  Date 2/26/2016

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  02/29/16  
for Lashae Smith

**FIRST RENEWAL OF AGREEMENT  
FOR COMMUNITY GOLF COURSE  
FOOD AND BEVERAGE CONCESSION**

This **FIRST RENEWAL OF AGREEMENT FOR COMMUNITY GOLF COURSE FOOD AND BEVERAGE CONCESSION** ("Renewal") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio, (hereinafter referred to as the "City") and **V.P. & Associates, Inc.**, an Ohio limited liability company, created and existing under the laws of the State of Ohio (hereinafter referred to as "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the City and Contractor executed the Agreement for Community Golf Course Food and Beverage Concession ("Agreement") on January 18, 2013.

**WHEREAS**, the City and Contractor both wish to renew the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement and herein, the parties hereto agree as follows:

1. Pursuant to Article III of the Agreement, both City and Contractor hereby mutually agree to renew the Agreement for one year, which will expire on December 31, 2016.
2. Except as modified by this First Renewal, the Agreement between the City and Contractor remains unchanged and in full force and effect.

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

**CITY OF DAYTON, OHIO**

**V.P. & ASSOCIATES, INC**, an Ohio limited liability company

\_\_\_\_\_  
City Manager

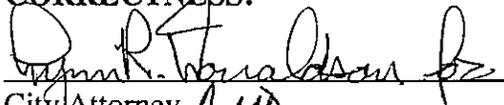
By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title

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

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_, 2016

  
\_\_\_\_\_  
City Attorney

Min. / Bk. \_\_\_\_\_ Pg. \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Commission

6.

**REPORT AND MINUTES OF THE BOARD OF REVISION OF ASSESSMENTS  
TO THE CITY COMMISSION OF THE CITY OF DAYTON**

**In the Matter of the Vacation of the Alley East of Creston Avenue from the South Property  
Line of City Lot #6908 to Herman Avenue.**

Pursuant to proper notice being given, the Board of Revision of Assessments reports that it convened its meeting on February 9, 2016 in the Fifth Floor Conference Room of the Department of Public Works, for the purpose of considering the above matter.

Attended by     Steve Finke             Patricia Jones  
                       Lynn Donaldson         Keith Klein  
                       Keith Steeber

**AGENDA ITEMS:** One item was on the agenda. There were no interested parties in attendance.

The Board of Revision of Assessments meeting was convened by Lynn Donaldson on February 9, 2016 in the Public Works Fifth Floor Conference Room. Mr. Donaldson agreed to chair the meeting.

**ITEM # 1: Resolution No. 6159-15 In the Matter of the Vacation of the Alley East of Creston  
Avenue from the South Property Line of City Lot #6908 to Herman Avenue.**

Service was made to four property owners: Mr. Greg Grimme, Johnson Supply, 1640 East Kemper, Cincinnati, Ohio 45246; Ms. Susan Kratzer, 1786 Richland Road, Xenia, Ohio 45385; Dayton Progressive Development LLC, 8 N. Main Street, Dayton, Ohio 45402; RJC Commercial LLC, 640 E. Third Street, Xenia, Ohio 45385.

Discussion followed as to the reason for the vacation request. Mr. Donaldson, stated the conditions established by the City Plan Board meeting on September 8, 2015 as follows:

1. The area shall be marked in a manner acceptable to the City Engineer to indicate that it is not public right-of-way.
2. The alley mouth at Herman Avenue shall be removed and replaced with curb and walk. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
3. A turnaround shall be constructed and dedicated at the terminus of the alley north of Tony Stein Way, or the entire alley to Creston Avenue shall be vacated. Plans for the turnaround shall be submitted to Civil Engineering for review and approval. All work shall be done to City of Dayton standards.
4. Time Warner shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from Time Warner these facilities may be relocated or abandoned at the expense of the applicant.

5. AT&T shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from AT&T, these facilities may be may be relocated or abandoned at the expense of the applicant.
6. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing eight-inch sanitary sewer facilities. With written consent from City of Dayton Department of Water, these facilities may be relocated or abandoned at the expense of the applicant.

Mr. Finke made a motion to accept the vacation with the conditions from the City Plan Board meeting on September 8, 2015. Mr. Klein seconded and the vacation passed unanimously.

With no other business to come before the Board, Mr. Finke made motion to close the meeting and Mr. Klein seconded. All present said "aye" and the motion carried. The meeting was adjourned.

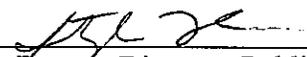
Respectfully submitted,



Patricia N. Jones, Secretary  
to the Board of Revision of Assessments

**BOARD OF REVISION OF ASSESSMENTS**

cc: Board Members  
Assessment File  
Joe Weinel – Ordinances

  
\_\_\_\_\_  
Deputy Director, Public Works  
\_\_\_\_\_  
Deputy Director, Department of Law

**APPROVED BY THE CITY COMMISSION**

  
\_\_\_\_\_  
for City Manager

1<sup>st</sup> and 2<sup>nd</sup> Reading

By..... No. 6170-16.....

**A RESOLUTION**

Authorizing the Submission and Acceptance of a Grant Award from Montgomery County Family and Children First Council (FCFC) in the Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) on behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, The Montgomery County Family and Children First Council provides policy and management oversight for a variety of community-based projects; and

WHEREAS, The Montgomery County Family and Children First Council has identified a need for a Community Initiative to Reduce Gun Violence in Montgomery County; and

WHEREAS, The City of Dayton will receive an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to fund the Community Initiative to Reduce Gun Violence to be provided by the Montgomery County Family and Children First Council through December 31, 2018; and

WHEREAS, This Commission finds it in the best interest of the City of Dayton to accept this award of grant funding; and

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

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

Section 1. That the City Manager or her designee is authorized and directed to execute any and all documents and agreements on behalf of the City of Dayton, which are necessary to accept an amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) from the Montgomery County Family and Children First Council.

Section 2. That for the reasons stated in the preamble hereof, this Resolution is declared to be an emergency measure and shall take effect immediately upon adoption.

ADOPTED BY THE COMMISSION....., 2016

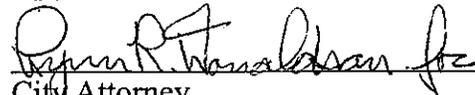
SIGNED BY THE MAYOR....., 2016

\_\_\_\_\_  
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

\_\_\_\_\_  
Clerk of Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

1<sup>st</sup> and 2<sup>nd</sup> Reading 8.

BY.....

NO. 6171-16.....

**A RESOLUTION**

Approving the Montgomery County Board of Commissioners' Appointment of a Member to the Board of Directors of the Dayton-Montgomery County Port Authority, and Declaring an Emergency.

WHEREAS, The Montgomery County Board of Commissioners ("County") appoints five members to the Board of Directors of the Dayton-Montgomery County Port Authority in accordance with the Port Authority Agreement ("Agreement"), which was approved by the City Commission on January 12, 2000, by Ordinance No. 29794-00; and

WHEREAS, The terms of Agreement provide that the City Commission shall approve each of the five members nominated by the County to serve on the Board of Directors of the Dayton-Montgomery County Port Authority; and

WHEREAS, The County has recommended Jeffrey S. Bush, Sr. for appointment to the Board of Directors of the Dayton-Montgomery County Port Authority, to fill the unexpired term of Darryl Hinkle, to a term ending December 31, 2016; and

WHEREAS, The County's candidate for appointment to the Board of Directors of the Dayton-Montgomery County Port Authority has been reviewed by this Commission; and

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the Commission approves the County's nomination of Jeffrey S. Bush, Sr. for appointment to the Board of Directors of the Dayton-Montgomery County Port Authority to a term ending December 31, 2016.

Section 2. That for the reasons set forth in the preamble hereof, this Resolution

is declared to be an emergency and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2016

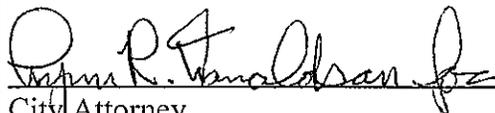
SIGNED BY THE MAYOR....., 2016

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

ATTEST:

\_\_\_\_\_  
Clerk of Commission

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

1<sup>st</sup> And 2<sup>nd</sup> Reading 9.

BY.....

NO. 6172-16.....

**A RESOLUTION**

Reappointing a Member to the Board of Directors of the Dayton-Montgomery County Port Authority and Declaring an Emergency.

WHEREAS, The City of Dayton appoints four members to the Board of Directors of the Dayton-Montgomery County Port Authority in accordance with the Port Authority Agreement ("Agreement"), which was approved by the City Commission on January 12, 2000 by Ordinance 29794-00; and

WHEREAS, The terms of Agreement provide a procedure for the appointment of members to the Board of Directors of the Dayton-Montgomery County Port Authority by the City of Dayton; and

WHEREAS, The Mayor of the City of Dayton, with the advice and consent of this Commission, nominated a qualified candidate, Mr. Nicholas Comstock, for reappointment to the Board of Directors of the Dayton-Montgomery County Port Authority for a term to expire on December 31, 2019; and

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Resolution take effect at the earliest possible date; now, therefore,

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

Section 1. That the City of Dayton reappoints, with Board approval, Mr. Nicholas Comstock to serve as a member of the Board of Directors of the Dayton-Montgomery County Port Authority for a term which will expire on December 31, 2019.

Section 2. That Mr. Nicholas Comstock is charged to carry out all of the responsibilities of being a member of the Board of Directors of the Dayton-Montgomery County Port Authority in accordance with Ohio Revised Code Section 4528.21, et seq., and the Agreement.

Section 3. For the reasons set forth in the preamble hereof, this Resolution is

declared to be an emergency and shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2016

SIGNED BY THE MAYOR....., 2016

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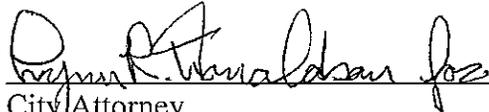
Mayor of the City of Dayton, Ohio

ATTEST:

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Clerk of Commission

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

1<sup>st</sup> Reading

10.

By.....

No. 31477-16.....

**AN ORDINANCE**

Consenting to the Improvement of U. S. Route 35 within the City of Dayton, and Agreeing to Cooperate in Matters Incidental Thereto, Including the Execution of Agreements Necessary to Implement this Ordinance.

WHEREAS, The State of Ohio, Department of Transportation ("ODOT") has identified the need for bridge repair on U. S. Route 35 in the City of Dayton, identified by ODOT as D07 BH FY19; and

WHEREAS, The City of Dayton intends to cooperate with the State of Ohio Director of Transportation in the planning, design and construction of said improvement; now, therefore,

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

Section 1. That the Commission hereby gives consent to the Director of Transportation to perform bridge patching, rebuilding, and sealing on U. S. Route 35, said project being in the public interest and identified by ODOT as D07 BH FY19 ("Project").

Section 2. That the City shall cooperate with the Director of Transportation in the Project as follows:

- A. The City will assume and bear all costs of the Project, less the amount of Federal-Aid set aside by the Director of Transportation for financing the Project from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
- B. In addition, the City also agrees to assume and bear 100% of the cost of any construction items requested by the City for the Project which are not necessary for the Project, as determined by the State and Federal Highway Administration.

Section 3. That the City agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs. The City agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. That upon completion of the Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance of the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. That the City Manager is hereby authorized on behalf of the City to enter into contracts with the Director of Transportation to complete the Project.

Passed by the Commission....., 2016

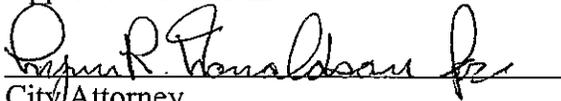
Signed by the Mayor....., 2016

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

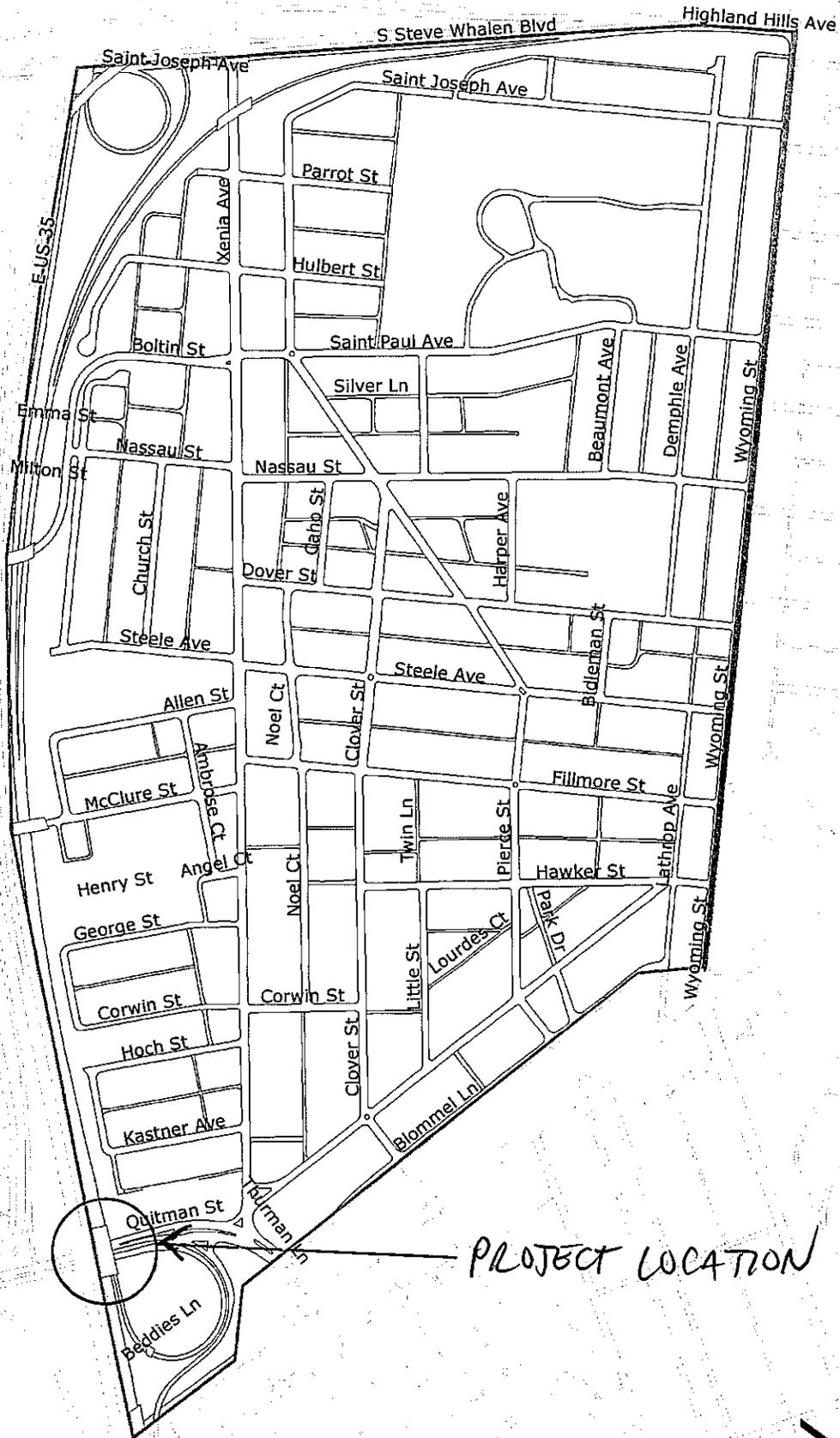
Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney

# Twin Towers Neighborhood



1<sup>st</sup> Reading

11.

BY .....

NO. 31478-16 .....

AN ORDINANCE

Vacating the Alley East of Creston Avenue from the South Property Line of City Lot No. 6908 to Herman Avenue.

WHEREAS, The City Commission on December 30, 2015, by Resolution No. 6159-15, declared its intention to vacate the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue; and,

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended that the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue be vacated; and,

WHEREAS, The City Plan Board has approved said vacation; and,

WHEREAS, The vacation of the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue described herein will enable the abutting property owners to develop this property; and,

WHEREAS, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

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

Section 1. That the alley east of Creston Avenue from the south property line of City Lot No. 6908 to Herman Avenue being more particularly bounded and described in as follows:

Being all of the 16 foot alley east of Creston Avenue from the south property line of City Lot No. 6908 to the 45 foot Herman Avenue is hereby vacated.

The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the City Engineer to indicate that it is not public right-of-way.
- B. The alley mouth at Herman Avenue shall be removed and replaced with curb and walk. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
- C. A turnaround shall be constructed and dedicated at the terminus of the alley north of Tony Stein Way, or the entire alley to Creston Avenue shall be vacated. Plans for the turnaround shall be submitted to Civil Engineering for review and approval. All work shall be done to City of Dayton standards.

- D. Time Warner shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from Time Warner these facilities may be relocated or abandoned at the expense of the applicant.
- E. AT&T shall retain an easement over, under, and through the vacated area for its existing facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.
- F. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing eight-inch sanitary sewer facilities. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

Passed by the Commission . . . . . ,2016

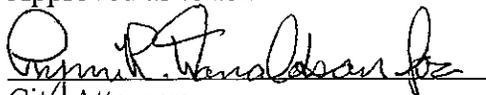
Signed by the Mayor . . . . . , 2016

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to form:

  
\_\_\_\_\_  
City Attorney



## MEMORANDUM

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February 29, 2016

**TO:** Shelley Dickstein  
City Manager

**FROM:** Stephen Finke, Deputy Director  
Department of Public Works *SF*

**SUBJECT:** The Vacation of the Alley East of Creston Avenue from the South Property  
Line of City Lot #6908 to Herman Avenue.

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action.

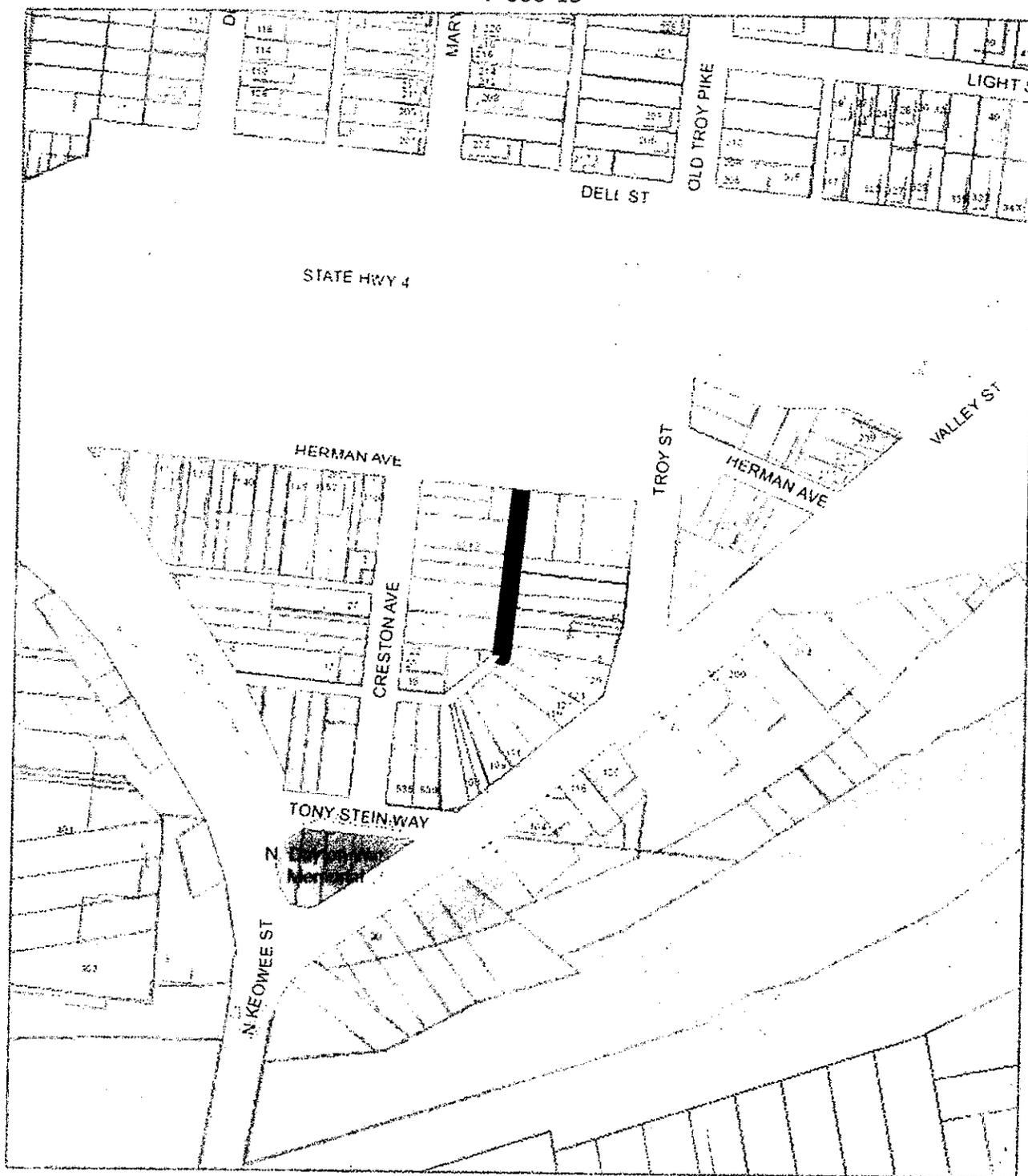
Petition No. 21103 requesting the vacation was received from Susan Kratzer on November 18, 2015. Resolution No. 6159-15 declaring the Commission's intention to vacate was adopted on December 30, 2015. The Board of Revision of Assessments recommended the vacation on February 9, 2016. The vacation will enable the abutting property owners to develop this property.

SJF:jrw

Attachments

Cc: Mr. Earley  
Mr. Parlette  
Department of Planning  
Department of Law  
Clerk of Commission  
Secretary / Board of Revision of Assessment

V-006-15



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

Map Scale  
1 inch = 200 feet  
12/15/2015

2<sup>nd</sup> Reading

12.

6169-16

BY..... No.....

**A RESOLUTION**

Authorizing the City Manager to Accept a Grant from the Greater Dayton Regional Transit Authority in an Amount Not to Exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) of Federal Transit Administration Funds.

WHEREAS, This Commission is committed to the welfare of the City of Dayton and the surrounding communities through the promotion of regional cooperation; and

WHEREAS, Evidence of such cooperation between the City of Dayton and the Greater Dayton Regional Transit Authority has been demonstrated; and

WHEREAS, The Federal Transit Administration provides funds for improvement of public infrastructure for transit use; and

WHEREAS, By action passed by the Board of the Greater Dayton Regional Transit Authority on December 1, 2015, the City of Dayton was awarded a grant in an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) for two projects that will replace defective bus pads Citywide; now, therefore,

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

SECTION 1. That the City Manager or her designee is authorized, on behalf of the City of Dayton, to execute all documents and agreements necessary to accept a grant from the Greater Dayton Regional Transit Authority in an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00).

Adopted by the Commission.....2016

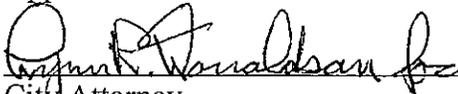
Signed by the Mayor.....2016

\_\_\_\_\_  
Mayor of the City of Dayton, Ohio

Attest:

\_\_\_\_\_  
Clerk of the Commission

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Proposed Bus Pad (Alternates)						Existing Removals					
Street	At	Length (FT)	Width (FT)	Area (SF)	Area (SY)	Concrete Bus Pad Removed (SY)	Asphalt Removed (SY)	Valve	MH	CB	Curb
WB East Third	Smithville	100	12	1200	133	0	133				
EB Wyoming	W of Phillips	100	10	1000	111	0	111		1		30
WB Wyoming	St. Joseph	50	10	500	56	0	56				
WB Wyoming	Steele	100	10	1000	111	0	111				15
EB Wyoming	Steele	110	10	1100	122	0	122				50
EB Wyoming	Virginia	110	10	1100	122	0	122			1	
SB Wayne	Jones	105	10	1050	117	0	117				45
SB Wayne	Hickory	90	10	900	100	0	100		1		20
SB Wayne	Oak	107	10	1070	119	0	119		1		20
NB Wayne	N of Fifth	80	10	800	89	0	89		1		20
NB Wayne	Mid Keowee - 35	100	10	1000	111	0	111		3	1	
SB Smithville	Erwit	100	10	1000	111	0	111				40
NB Smithville	Highview	115	10	1150	128	0	128				85
NB Smithville	Bellaire	110	10	1100	122	0	122				15
NB Main	Fairview	125	9.5	1187.5	132	0	132				
SB Main	Maplelawn	115	10	1150	128	0	128				
SB Main	Parkwood	100	10	1000	111	0	111				50
EB Hillcrest	Benson	100	10	1000	111	0	111				
EB Hillcrest	Philadelphia	125	10	1250	139	0	139				
WB Hillcrest	Elsmere	105	9.5	997.5	111	0	111	1			40
WB Hillcrest	Benson	105	9.5	997.5	111	0	111				5
WB Hillcrest	Philadelphia	105	9.5	997.5	111	0	111				
EB Fairview	Emerson	100	12	1200	133	0	133	1			
WB Fairview	Emerson	105	12	1260	140	0	140				10
EB Fairview	Rustic	100	12	1200	133	0	133				40
EB Fairview	Wabash	110	12	1320	147	0	147		1		
WB Fairview	Valley View	100	12	1200	133	0	133				
SB Salem	Hillcrest	115	12	1380	153	133	20				
NB Troy	Warner	100	10	1000	111	0	111			1	
NB Troy	Leonhard	115	10	1150	128	0	128				
SB Martz	Huffman	90	10	900	100	96	14				
EB Radio	Blackwood	100	11	1100	122	0	122			1	
WB Cosler	Alexander	75	10	750	83	83	0				
SB Hearthstone	Eastway	100	10	1000	111	0	111			1	
SB Hearthstone	Meamer	110	10	1100	122	0	122			1	60
SB Hearthstone	Corinth	100	10	1000	111	0	111			1	55
NB Gettysburg	McCall	100	11	1100	122	0	122		1		
SB Gettysburg	Kings	100	11	1100	122	0	122				
WB Lakewood	Mt. Clair	100	11	1100	122	0	122			1	
NB Seneca	Oxford	76	10	760	84	84	0	1			
NB Seneca	Haverhill	100	10	1,000	111	111	0				
EB Kammer	Orchard	106	10	1,060	118	118	0			1	
WB Kammer	Woodward	105	10	1,050	117	117	0				
WB Kammer	Kilmer	83	10	830	92	92	0				
NB Wheatley	Santa Clara	100	10	1000	111	0	111				
NB Arlene	Ardery	105	10	1050	117	0	117				
EB Blueberry	England	75	10	750	83	0	83				



## MEMORANDUM

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February 19, 2016

**TO:** Shelley Dickstein  
City Manager

**FROM:** Stephen Finke, Deputy Director  
Department of Public Works *SF*

**SUBJECT:** Resolution for Funding from the Federal Transit Administration

Attached is original resolution authorizing the City to accept funding from the Federal Transit Administration (FTA) through the Greater Dayton Regional Transit Authority (GDRTA) for the replacement of deteriorated bus pads citywide. The funds will be utilized for two projects, one each in 2016 and 2017, which will be designed, bid, and inspected by the City. FTA funds will be used for the construction phase.

Please present this resolution to the City Commission at its March 2, 2016 meeting. The Department of Law has reviewed and approved this document as to form.

A copy of GDRTA's correspondence confirming its Board's approval of the funding is attached. If you have any questions, please contact me at 3839.

SJF/kgs

Attachments