



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

MAY 25, 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)

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 31st of the current year).

1. Purchase Order:

FIRE

A1. All-Seal Home Improvement, Inc. fourteen additional replacement windows installed)

\$18,118.00

1. (Cont'd):

HUMAN RELATIONS COUNCIL

B1. Curt Keels dba CP Keels LLC (professional consulting services as needed through 12-31-16) **\$6,400.00**

PUBLIC WORKS

C1. Apple Farm Service Inc. (three zero turn mowers) **39,150.00**

C2. Boone's Power Equipment, Inc. (one front mount mower) **21,896.20**

C3. Interstate Ford, Inc. (four four-wheel drive pickup trucks with platform bodies) **140,000.00**

WATER

D1. Wesco Distribution, Inc. (LED lighting and hardware) **53,974.08**

D2. Jack Doheny Supplies Ohio, Inc. (sewer equipment repair services as needed through 12-31-16) **20,000.00**

D3. Truck Country of Indiana, Inc. dba Stoops Freightliner (two 14-foot tandem dump body and chassis trucks) **233,782.00**

-Depts. of Fire, Public Works, Water and The Human Relations Council.

Total: \$533,320.28

B. Construction Contracts/Estimates of Cost:

2. **W. C. Jones Asphalt Paving Co., Inc. – Contract** – for the Wolf Creek Recreational Trail Resurfacing (100% MBE Participation Actual) (10% MBE Participation Goal) (State ODNR Funds) – Dept. of Public Works/Civil Engineering. **\$170,000.00**

C. Revenue to the City:

3. **Piedmont Airlines, Inc. – Lease Agreement** – for a Maintenance Facility Lease – Dept. of Aviation/Administration & Finance. **\$110,625.00/5 Yrs.**
(\$22,125.00/Yr.)
(Revenue to the City)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

4. **No. 31495-16** Authorizing the Submission, Acceptance, Acquisition and Purchase of One Hundred Sixteen Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program (“REAP”), and Declaring an Emergency.

Ordinance – Second Reading:

5. **No. 31494-16** Vacating the Alley South of Stout Street from Catherine Street to South Patterson Boulevard.

Resolutions – Second Reading:

6. **No. 6191-16** Declaring the Intention of the Commission to Vacate the Right-of-Way in front of 3606 Lakeside Drive.
7. **No. 6192-16** Establishing the Community Police Council and Repealing Resolution No. 6165-16.

VI. MISCELLANEOUS:

ORDINANCE NO. 31496-16

RESOLUTION NO. 6193-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 921-16

CITY OF DAYTON
CITY MANAGER'S REPORT

TO: City Manager

Date May 25, 2016

FROM: Central Services / Purchasing
Department/Division

Code

(CHECK ONE)

Amount \$ 533,320.28

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

Supplier/Vendor/Company/Individual:

NAME See Below
ADDRESS _____

Justification and description of purchase, contract or payment:

FIRE

(A1) P1600927 – ALL-SEAL HOME IMPROVEMENT, INC., VANDALIA, OH

- Fourteen (14) additional replacement windows, installed.
- These goods and services are required to replace windows worn beyond economical repair at Fire Station #2.
- All-Seal Home Improvement, Inc. is recommended to ensure uniformity of appearance with eight replacement windows awarded to this company in 2015 as the low bidder on IFB D15047.
- The Department of Fire recommends approval of this order.
- Authority: \$18,118.00

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

[Signature]
Division

Clerk

Department

Date

[Signature]
City Manager

HUMAN RELATIONS COUNCIL

(B1) P1600801 – CURT KEELS dba CP KEELS LLC, HUBER HEIGHTS, OH

- Professional consulting services, as needed through 12/31/2016.
- These services are required for Minority Business Assistance Center clients.
- This amendment increases the previously authorized amount of \$9,999.00 by \$6,400.00 for a total not to exceed \$16,399.00 and therefore requires City Commission approval.
- The Human Relations Council recommends approval of this order.
- Authority: \$6,400.00

PUBLIC WORKS – STREET MAINTENANCE

(C1) P1600932 – APPLE FARM SERVICE INC., COVINGTON, OH

- Three (3) zero turn mowers.
- These goods are required to support the daily operations of the Division of Street Maintenance and will replace units #1770 and #2082, which will be disposed of in the best interest of the City of Dayton.
- Nineteen possible bidders were solicited and seven bids were received. This order establishes a firm price agreement through 7/10/2016.
- The Department of Public Works recommends acceptance of the low bid.
- Authority: \$ 39,150.00

(C2) P1600931 – BOONE'S POWER EQUIPMENT, INC., BROOKVILLE, OH

- One (1) front mount mower.
- This equipment is required to support the daily operations of the Division of Street Maintenance and will replace unit #1082, which will be disposed of in the best interest of the City of Dayton.
- Nineteen possible bidders were solicited and seven bids were received. This order establishes a firm price agreement through 7/31/2016.
- The Department of Public Works recommends acceptance of the low bid meeting specifications.
- Authority: \$ 21,896.20

(C3) P1600928 – INTERSTATE FORD, INC., MIAMISBURG, OH

- Four (4) four-wheel drive pickup trucks with platform bodies.
- These goods are required to support the daily operations of the Division of Street Maintenance and will replace units #547, #548, #560 and #3046, which will be disposed of in the best interest of the City of Dayton.
- Eighteen possible bidders were solicited and two bids were received.
- The Department of Public Works recommends acceptance of the low bid.
- Authority: \$140,000.00

WATER – WATER RECLAMATION

(D1) P1600922 – WESCO DISTRIBUTION, INC., DAYTON, OH

- LED lighting and hardware.
- These goods are required to replace the lighting for the wastewater plant high mast.
- Three possible bidders were solicited and three bids were received.
- WESCO Distribution, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the low bid.
- Authority: \$53,974.08

WATER – WATER UTILITY FIELD OPERATIONS

(D2) P1600272 – JACK DOHENY SUPPLIES OHIO, INC., TWINSBURG, OH

- Sewer equipment repair services, as needed through 12/31/2016.
- These services are required to repair the current fleet of sewer maintenance equipment.
- Jack Doheny Supplies Ohio, Inc. is recommended as the sole manufacturer-authorized distributor for Vactor brand products and repair services in this region, therefore this purchase was negotiated.
- This amendment increases the originally authorized amount of \$20,000.00 by \$20,000.00 for a total not to exceed \$40,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.
- Authority: \$ 20,000.00

(D3) P1600929 – TRUCK COUNTRY OF INDIANA, INC. dba STOOPS FREIGHTLINER, HUBER HEIGHTS, OH

- Two (2) 14-foot tandem dump body and chassis trucks.
- These goods are required to support the daily operations of the Division of Water Utility Field Operations and replace City units #994 and #995, which will be disposed of in the best interest of the City of Dayton.
- Twenty-eight possible bidders were solicited and four bids were received. This order establishes a firm price agreement through 12/31/2016.
- The Department of Water recommends acceptance of the low bid.
- Authority: \$233,782.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: FRONT MOUNT AND ZERO TURN MOWERS
 Dept/Div.: PUBLIC WORKS/STREET MAINTENANCE IFB No.: 16042U
 Requisition No.: 034PWSM6 Bids Opened: 11:30 A.M.: 5-11-2016

No.: BIDDER NAME & STREET ADDRESS:		1 APPLE FARM SERVICE		2 BOONE'S POWER EQUIPMENT		3 BOONE'S POWER EQUIPMENT		4 CENTURY EQUIPMENT		5 JEFF SCHMITT LAWN AND MOTOR SPORTS		6 JEFF SCHMITT LAWN AND MOTOR SPORTS		7 STEINKE TRACTOR SALES, INC.	
CITY: STATE & ZIP: Recommended for Award		COVINGTON OH 45318 X		BROOKVILLE OH 45309		BROOKVILLE OH 45309 X		HAMILTON OH 45015		BEVERCREEK OH 45434		BEVERCREEK OH 45434		EATON OH 45320	
QUALIFIES FOR LOCAL PREFERENCE?		NO		NO		NO		NO		NO		NO		NO	
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO		NO		NO		NO	
CAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO		NO		NO		NO	
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS															
FRONT MOUNT AND ZERO TURN MOWERS						ALTERNATE						ALTERNATE			
1	Front Mount Mower Delivery	1	EA	\$23,550.00 \$23,550.00 15 DAYS	\$23,346.05 \$23,346.05 12-14 DAYS SEE BID FOR OPTIONAL PRICING	X	\$21,869.20 \$21,869.20	\$22,395.17 \$22,395.17 30 DAYS	\$20,500.00 \$20,500.00 7-14 DAYS	\$20,100.00 \$20,100.00 7-14 DAYS				NO BID	NO BID
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?			NO 60 DAYS	NO 7/31/2016			YES	YES	YES					
2	Zero Turn Mower Delivery	2	EA	\$13,050.00 \$26,100.00 15 DAYS	\$15,505.50 \$31,011.00 10-12 DAYS			\$52,161.42 \$104,322.84 30 DAYS	\$13,700.00 \$27,400.00 14-30 DAYS	\$13,300.00 \$26,600.00 14-30 DAYS			\$13,285.27 \$26,570.54 10-25 DAYS SEE BID FOR OPTIONAL PRICING		
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?			NO 60 DAYS	NO 7/31/2016			YES	YES	YES			YES		
TERMS: F.O.B.:		NET 30 DESTINATION		NET 30 DESTINATION		NET 30 DESTINATION		NET 30 DESTINATION		NET 30 DESTINATION		NET 30 DESTINATION		NET 30 DESTINATION	
DELIVERY:		20 DAYS		12-14 DAYS		12-14 DAYS		30 DAYS		7-14 DAYS		7-14 DAYS		10-25 DAYS	

* = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | | |
|---|---|--|--|
| HRC
Dayton OH 45402 | 5. Heil Brothers
Kettering, OH 45420 | 9. Klei Mower
Cincinnati, OH 45251 | 13. Koenig Equipment
Botkins, OH 45306 |
| 1. Mo-Trim
Cambridge, OH 43725 | 6. William Beck and Sons, Inc.
Beavercreek, OH 45432 | 10. KutBoys Services LLC (local)
Dayton, OH 45417 | 14. RL Parsons & Son Equipment Company, Inc.
West Jefferson, OH 43162 |
| 2. Twin Valley Equipment, Inc.
Eaton, OH 45320 | 7. Wagoner Power Equipment
Englewood, OH 45322 | 11. R and G Cleaning Services
Shiloh, OH 45415 | |
| 3. Zimmer Tractor, Inc.
Montrose, OH 45050 | 8. Buchanan Power Equipment
Lebanon, OH 45036 | 12. Southeastern Equipment Company
Hamilton, OH 45015 | |
| 4. J D Equipment
Wilmington, OH 45177 | | | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: 10,000 Lb. GVWR 4-Wheel Drive Single Rear Wheel Truck with a Platform Body, Snow Plow and Salt Spreader System
 Dept./Div.: Public Works/Street Maintenance IFB No.: 16032U
 Requisition No.: 037PWSM6 Bids Opened: 11:30 A.M.; 4-29-2016

No.:		1	2
BIDDER NAME & STREET ADDRESS:		WHITE ALLEN CHEVROLET	INTERSTATE FORD, INC
CITY:		DAYTON	MIAMISBURG
STATE & ZIP:		OH 45405	OH 45342
Recommended for Award			X
QUALIFIES FOR LOCAL PREFERENCE?		YES	NO
QUALIFIES FOR CERTIFIED PREFERENCE?		NO	NO
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?			NO
Item #	ITEM DESCRIPTION	QTY U/M	UNIT COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS			
	10,000 Lb. GVWR 4-Wheel Drive Single Rear Wheel Truck with a Platform Body, Snow Plow and Salt Spreader System		
1	10,000 Lb. GVWR 4-Wheel Drive Single Rear Wheel Truck with a Platform Body, Snow Plow and Salt Spreader System x 1.05 Local Preference/Local Preference Price	4 EA	\$47,900.00 • \$46,390.00 Vendor Agreed to Match Low Bid
	10,000 Lb. GVWR 4-Wheel Drive Single Rear Wheel Truck with a Platform Body <u>less the</u> Snow Plow and Salt Spreader System	4 EA	No Bid X \$35,000.00
	Firm Price Agreement Through February 28, 2017 YES / NO If NO, for how long?		NO 6/1/2016 SEE BID
	TERMS: F.O.B.: DELIVERY:	NET 30 DESTINATION 180 DAYS	NET 30 DESTINATION 180 DAYS (ESTIMATE)

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|--|---|---|
| HRC
Dayton OH 45402 | 8. Evans Arena Motorworks
Harrison Twp, OH 45415 | 16. Whiteside of St. Clairsville, Inc.
St. Clairsville, OH 43950 |
| 1. Reichard (Local)
Dayton OH 45405 | 9. Byers Ford
Deleware OH 43015 | |
| 2. Bob Ross
Centerville OH 45459 | 10. Key Chrysler Jeep Dodge
Xenia OH 45385 | |
| 3. Valley Ford
Cleveland, OH 44125 | 11. Dave Dennis
Beavercreek, OH 45431 | |
| 4. Smedley's Chevrolet
Vandalia OH 45377 | 12. Jeff Schmitt
Miamisburg OH 45342 | |
| 5. Mercedes Benz of West Chester
West Chester, OH 45069 | 13. Lebanon Ford
Lebanon OH 45036 | |
| 6. Walt Sweeney Ford, Inc.
Cincinnati, OH 45238 | 14. Middletown Ford
Middletown, OH 45402 | |
| 7. Statewide Ford
Van Wert OH 45891 | 15. Beau Townsend Ford
Vandalia, OH 45377 | |

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION

For: LED LIGHTING AND FIXTURES

Dept./Div.: WATER / WATER RECLAMATION

Requisition No.: 240WTWT6

No.:				1		2		3	
BIDDER NAME & STREET ADDRESS:				GRAYBAR		THE F.D. LAWRENCE ELECTRIC CO		WESCO DISTRIBUTION	
CITY:				DAYTON		DAYTON		DAYTON	
STATE & ZIP:				OH 45402		OH 45403		OH 45404	
Recommended for Award								X	
QUALIFIES FOR LOCAL PREFERENCE?				YES		YES		YES	
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	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS									
1	Holophane® LED lighting and fixtures	32	Each	\$1,813.38	\$58,028.16	\$1,868.00	\$59,776.00	• \$1,686.69	\$53,974.08
TERMS:				NET 30					
FOB:				DEST		DEST		DEST	
DELIVERY:				4 - 6 WEEKS					

• = lowest bid X = vendor selected for award

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
 For: 14-Foot Tandem Dump Body and Chassis
 Dept./Div.: Water/Water Utility Field Operations
 Requisition No.: 105WTWWS
 IFB No.: 16041U
 Bids Opened: 11:30 A.M.; 4-26-2016

No.:		1		2		3		4			
BIDDER NAME & STREET ADDRESS:		PALMER TRUCKS OF DAYTON		STOOPS FREIGHTLINER (Kaffenbarger)		STOOPS FREIGHTLINER (KE Rose)		STOOPS FREIGHTLINER (Henderson)			
CITY:		HUBER HEIGHTS OH 45424		HUBER HEIGHTS OH 45424		HUBER HEIGHTS OH 45424		HUBER HEIGHTS OH 45424			
STATE & ZIP:											
Recommended for Award				X							
QUALIFIES FOR LOCAL PREFERENCE?		NO		NO		NO		NO			
QUALIFIES FOR CERTIFIED PREFERENCE?		NO		NO		NO		NO			
LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?		NO		NO		NO		NO			
Item #	ITEM DESCRIPTION	QTY	U/M	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
PLEASE READ ALL BID/PROPOSAL RESPONSES TO ENSURE THAT ALL INFORMATION RECEIVED FROM VENDOR IS REVIEWED AND USED IN EVALUATION PROCESS											
14-FOOT TANDEM DUMP BODY AND CHASSIS						ALTERNATE		ALTERNATE			
1	14-Foot Tandem Dump Body and Chassis	1	EA	\$129,005.00	\$129,005.00	\$114,079.00	\$114,079.00	\$114,103.00	\$114,103.00	\$114,428.00	\$114,428.00
2	Automatic Lubrication System	1	EA			\$2,082.00	\$2,082.00	\$3,500.00	\$3,500.00	\$2,087.00	\$2,087.00
3	Each Additional Point of Lubrication		EA			\$75.00	\$750.00	\$100.00	\$0.00	\$73.00	\$438.00
							10 points		0 points		6 points
	Total				\$129,050.00		\$116,891.00		\$117,603.00		\$116,853.00
	Firm Price Agreement Through December 31, 2016 YES / NO If NO, for how long?			YES		YES		YES		YES	
	TERMS: F.O.B.: DELIVERY:			NET 30 DESTINATION 210 DAYS		NET 30 DESTINATION 180 DAYS		NET 30 DESTINATION 180 DAYS		NET 30 DESTINATION 180 DAYS	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

- | | | |
|--|---|--|
| HRC
Dayton OH 45402 | 8. Evans Arena Motorworks
Harrison Twp, OH 45415 | 16. J. W. Devers & Sons, Inc.
Trotwood, OH 45428 |
| 1. Reichard (Local)
Dayton OH 45405 | 9. Byers Ford
Deleware OH 43015 | 17. River City Body
Cincinnati, OH 45242 |
| 2. Bob Ross
Centerville OH 45459 | 10. Key Chrysler Jeep Dodge
Xenia OH 45385 | 18. Interstate Ford, Inc.
Miamisburg, OH 45342 |
| 3. Valley Ford
Cleveland, OH 44125 | 11. Dave Dennis
Beavercreek, OH 45431 | 19. Mercedes-Benz of West Chester
West Chester, OH 45089 |
| 4. Smedley's Chevrolet
Vandalia OH 45377 | 12. Jeff Schmitt
Miamisburg OH 45342 | 20. Middletown Ford
Middletown, OH 45402 |
| 5. White Allen (Local)
Dayton, OH 45405 | 13. Lebanon Ford
Lebanon OH 45038 | 21. Beau Townsend Ford
Vandalia, OH 45377 |
| 6. Walt Sweeney Ford, Inc.
Cincinnati, OH 45238 | 14. Team Cruiser Conversion Co., Inc.
Indianapolis, IN 46208 | 22. Whiteside of St. Clairsville, Inc.
St. Clairsville, OH 43950 |
| 7. Statewide Ford
Van Wert OH 45891 | 15. DNJ Truck Upfitting & Reconditioning, Inc.
Jamestown, OH 45335 | 23. Kinstle Sterling/Western Star Truck Center
Wapakoneta, OH 45895 |

CITY OF DAYTON
CITY MANAGER'S REPORT

2.

TO: City Manager

Date May 25, 2016

FROM: Public Works/Civil Engineering
Department/Division

Code 41704-6450-1424-54

(CHECK ONE)

Fund Title Wolf Creek Recreational Trail

Amount \$ \$170,000.00

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

Supplier/Vendor/Company/Individual:

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

ADDRESS P.O. Box 188

Dayton, Ohio 45401

Justification and description of purchase, contract or payment:

**WOLF CREEK RECREATIONAL TRAIL RESURFACING (100% MBE PARTICIPATION ACTUAL)
10% MBE PARTICIPATION GOAL) (STATE ODNR FUNDS)**

This project involves the paving of the Wolf Creek Recreational Trail from Oakridge Avenue to Gettysburg Avenue. Work includes the grinding of existing asphalt, application of tack coat, asphalt and performing other work incidental thereto.

Two bids were received for this project. It is recommended that the contract be awarded to the lowest bidder, W.C. Jones Asphalt Paving, Co., Inc. in the amount of \$170,000.00. This amount includes the base bid in the amount of \$151,012.50 and Alternate No. 1 Contingency Allowance in the amount of \$18,987.50. The estimated cost for the project is \$170,000.00. The time bid for completion is June 17, 2016.

This project is being funded using State ODNR funds.

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

Approved Affirmative Action Program on File Yes No NA

Approved by City Commission

Division _____

[Signature]
Department

Clerk _____

Date _____

[Signature]
City Manager

CERTIFICATE OF FUNDS

CT161438

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

NEW CONTRACT

RENEWAL CONTRACT

CHANGE ORDER

Contract Start Date	May 25, 2016
Expiration Date	May 25, 2017
Original Commission Approval	\$ 170,000.00
Initial Encumbrance	\$ 170,000.00
Remaining Commission Approval	\$ -
Original CT/CF	\$ -
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

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

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

Amount: \$ 170,000.00 Fund Code 41704 - 6450 - 1424 - 54 - - - <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code - - - - - <small>Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code - - - - - <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code - - - - - <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: W. C. Jones Asphalt Paving Co., Inc. 937-228-1253

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

Federal ID: 31-0955590

Commodity Code 7452.1

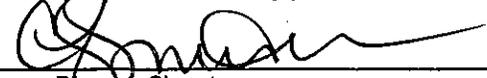
Purpose: Wolf Creek Recreational Trail Resurfacing (10% MBE Participation)
(State ODNR Funds)

Contact Person: Steve Finke, Deputy Director Public Works/Civil Eng. 333-3839
Department/Division Phone Number

Originating Department Director's Signature:  5/13/16
Date

SECTION II - to be completed by the Finance Department

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

Finance Director Signature:  5-16-16
Date

CF Prepared by: CT161438 5/13/2016 CT161438
Date CF/CT Number

COMMISSION

MAY 25 2016
 CALENDAR
 SA 5/13/16

Proposal Tabulation For: Wolf Creek Recreational Trail Resurfacing
(10% MBE Participation) (State ODNR Funds)

Dayton, Ohio
 Department of Public Works
 Division of Civil Engineering

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
<u>April 14, 2016</u>	<u>\$170,000.00</u>	<u>June 17, 2016</u>

<u>Bidders</u>	<u>Actual Amount Of Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>*W.C. Jones Asphalt Paving Co., Inc.</u>	<u>\$151,012.50</u>	<u>\$0.00</u> June 17, 2016	<u>\$151,012.50</u>
<u>Barrett Paving Materials</u>	<u>\$166,800.00</u>	<u>\$0.00</u> June 17, 2016	<u>\$166,800.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



MEMORANDUM

April 8, 2016

TO: Frederick Stovall, Director
 Department of Public Works

FROM: RoShawn Winburn, Business and Technical Assistance Administrator
 Human Relations Council (HRC)

SUBJECT: **2016 Wolf Creek Recreational Trail Resurfacing Project 10% MBE** *W*

The apparent low bidder, W. C. Jones Asphalt Paving Co., Inc. submitted a bid to meet the participation goals. 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 as follows:

RECOMMENDED RANK ORDER	PERCENTAGE OF PARTICIPATION
1. W.C. Jones Paving Co., Inc.	
A. MINORITY BUSINESS ENTERPRISE	
W.C. Jones Paving Co., Inc.	100.00%
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
 TOTAL PARTICIPATION	<hr/> 100.00% MBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact RoShawn Winburn at 333-1403.

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

PO Box 188
Dayton, Ohio 45401

Office (937) 228 - 1253
Fax (937) 228 - 9300

Email: leo.lucas1@wcjonesasphalt.com

April 21, 2016

Ms. Vicki Krapf
City of Dayton
Human Relation Council
317 West Second Street, Suite 100
Dayton, Ohio 45402

Re: CITY OF DAYTON'S 2016 WOLF CREEK RECREATIONAL TRAIL RESURFACING PROJECT (10% MBE PARTICIPATION)

GENERAL CONTRACTOR: W.C. JONES ASPHALT PAVING CO., INC.
MAILING ADDRESS: P.O. BOX 188
DAYTON, OHIO 45417

I am supplying the following information in response to your request made on April 21, 2016.

<u>Description</u>	<u>Qty</u>	<u>Units</u>	<u>Labor</u>	<u>Material</u>	<u>Total Unit Cost</u>	<u>Total</u>
Grinding Existing Pavement	8,350	SQ YD	1.70	2.05	3.75	\$31,312.50
Wood Post Removed	11	EACH	4.50	5.50	100.00	\$1,100.00
Excavation	180	CU YD	22.50	27.50	50.00	\$9,000.00
Aggregate Base	180	CU YD	22.50	27.50	50.00	\$9,000.00
Asphalt Concrete	930	TONS	36.00	54.00	90.00	\$ 83,700.00
Maintaining Traffic	1	LUMP	3,500	500.00	4,000	\$4,000.00
Topsoil Furnished & Placed	75	CU YD	45.00	55.00	100.00	\$ 7,500.00
Seeding & Mulching	675	CU YD	3.60	4.40	8.00	\$ 5,400.00
Total MBE Participation (\$)						\$151,012.50

Should you have any questions or require additional information, please feel free to contact our office at the number listed above or via email.

Regards,

Mr Leo C. Lucas I, President

Leo C. Lucas I,
President

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 RECREAT-
IONAL TRAIL RESURFACING
(10% MBE PARTICIPATION)
(STATE ODNR FUNDS)

Bidder W.C. JONES ASPHALT PAVING
P.O. BOX 188
DAYTON, OH 45401

BID FORM

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

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

WOLF CREEK RECREATIONAL TRAIL RESURFACING
(10% MBE PARTICIPATION)
(STATE ODNR FUNDS)

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

WOLF CREEK RECREATIONAL TRAIL RESURFACING
(10% MBE PARTICIPATION)
(STATE ODNR FUNDS)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
202	Grinding Existing Pavement (2")	8,350	S.Y.	<u>3.75</u>	<u>31,312.50</u>
202	Wood Posts Removed	11	EA	<u>100.00</u>	<u>1,100.00</u>
203	Excavation	180	C.Y.	<u>50.00</u>	<u>9,000.00</u>
304	Aggregate Base	180	C.Y.	<u>50.00</u>	<u>9,000.00</u>
ODOT 448	Asphalt Concrete (2")	930	TONS	<u>90.00</u>	<u>83,700.00</u>
614	Maintaining Traffic	1	LUMP	<u>4,000.00</u>	<u>4,000.00</u>
653	Topsoil Furnished and Placed, (4")	75	C.Y.	<u>100.00</u>	<u>7,500.00</u>
659	Seeding and Mulching	675	S.Y.	<u>8.00</u>	<u>5,400.00</u>
TOTAL BASE BID				<u>\$151,012.50</u>	

WOLF CREEK RECREATIONAL RESURFACING
(10% PARTICIPATION)
(STATE ODNR FUNDS)

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

This Alternate is for a "CONTINGENCY ALLOWANCE" to be used in the event of unforeseen work which must be undertaken to complete this project. The work could be as additional quantities to the bid items or as non-bid items. The amount of this "ALLOWANCE" may vary as determined by the Engineer, but shall not exceed **\$20,000.00.**

<u>ITEM</u>		<u>EST.</u>		<u>UNIT</u>		<u>TOTAL \$</u>
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANT.</u>		<u>UNIT</u>	<u>PRICE</u>	
SPL	Contingency Allowance	1		LUMP	\$ 20,000.00	\$ 20,000.00
TOTAL ALTERNATE NO. 1					\$	20,000.00

WOLF CREEK RECREATIONAL TRAIL RESURFACING
(10% MBE PARTICIPATION)
(STATE ODNR FUNDS)

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATIO N FOR OBLIGATIONS</u>	<u>TOTALS</u>
TOTAL BASE BID	\$ <u>67,955.63</u>	\$ <u>83,056.88</u>	\$ <u>151,012.50</u>
TOTAL ALT. NO. 1 (Contingency Allowance)	<u>-0-</u>	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>

The time of completion fixed by the City is **June 17, 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 Proposal."

NAME

ADDRESS

NO PERSON OR PARTY OTHER THAN THE
BIDDER IS INTERESTED IN THIS PROPOSAL.

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address (mailing)

Telephone

W. C. JONES ASPHALT PAVING CO., INC.

OHIO

LEO C. LUCAS I, PRESIDENT

MARY C. LUCAS, VICE PRESIDENT

905 S. BROADWAY ST., DAYTON, OH 45417

P. O. BOX 188, DAYTON, OH 45401

Telephone 937.228.1253 Fax 937.228.9300

E-mail LEO.LUCAS1@wcjonesasphalt.com &
CFO@wcjonesasphalt.com

Federal I.D.# 31-0955590

Dated this 14th day of APRIL, 2016

Bidder: W. C. JONES ASPHALT PAVING CO., INC.
(Person, Firm, or Corporation)

By: Mary C. Lucas

Title: V. PRESIDENT

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars

on _____ Bank

of _____ is Attached

N/A

Bidder

Cash in the amount of _____ Dollars is attached.

N/A

Bidder

BID BOND

AMOUNT \$ 17,101.25 X

(TEN PERCENT OF TOTAL BID & ALT. NO. 1)

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of ~~Seventeen Thousand~~ One Hundred & One - 25/100 Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents.

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

Signed and sealed at Dayton, Ohio this 14th day of April, 2016.

X Mr. Lee C. Linn I Pres. & Co.
W.C. Jones Asphalt Paving Company, Inc.
905 South Broadway, Dayton, Ohio 45408
Bidder

Anne Tierney Anne Tierney
Attorney-in-Fact
International Fidelity Insurance Company
One Newark Center, 20th Floor, Newark, NJ
Surety 07102

USI Insurance

Name of Insurance Agency

312 Elm Street, 24th Floor
Cincinnati, Ohio 45202

Address of Insurance Agency

513 513
Telephone 852-6344 FAX 852-6460

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

LINDA L. HOGLE, ANNE TIERNEY, LOUIS R. FISHER, THOMAS W. CHATHAM, RICHARD A. DAVIS,
PAULETTE M. AERNI, PAUL J. SCHUELER, JR., BETH MALONE, THOMAS D. CASSADY

Cincinnati, OH.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



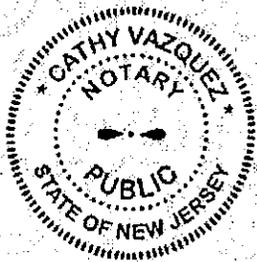
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of April, 2016

Assistant Secretary



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, Mary C. Lucas hereby certify that W. C.
(print name - an Officer of the company)

JONES ASPHALT PAVING Co. meets the following Contractor requirements relating
(company)

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

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

Title: VICE PRESIDENT

Date: APRIL 14TH, 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.}

OPERATORS

① HEALTH & WELFARE

② PENSION

③ TRAINING

④ EDUCATION & SAFETY

⑤ PAC/PEP BENEFITS

LABORERS

① HEALTH INSURANCE

② PENSION

③ L-DIST. COUNCIL

④ TRAINING

⑤ LECET, ⑥ TRIFUND, ⑦ LIUNA PAC

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

① OHIO LABORERS' TRAINING & APPRENTICESHIP PROGRAM

② OHIO OPERATING ENGINEERS TRAINING & APPRENTICESHIP PROGRAM

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

NO SUBCONTRACTORS WERE UTILIZED WITH REGARD TO THIS BID.

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.

WE ARE A MINORITY
BUSINESS ENTERPRISE
& DID NOT CONTACT
ANY OTHER MBE'S
DURING THE PRE-
PARATION OF THIS BID.

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

STATE OF OHIO
COUNTY OF MONTGOMERY } SS:

MARY C. LUCAS, being first duly sworn deposes and states that:

(1) He/she is V. PRESIDENT of
(owner, partner, officer, representative, or agent)

W. C. JONES ASPHALT PAVING that
(business or organization name)

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

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

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

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

Sworn to before me and subscribed in my presence
this 13 day of April, 2016.



KELLI M KREBS
Notary Public, State of Ohio
My Comm. Expires Oct. 3, 2019

Kelli M. Cummins fka
NOTARY PUBLIC Kelli M Krebs

Mary C. Lucas
SIGNED
V. PRESIDENT
TITLE

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

STATE OF OHIO,
COUNTY OF MONTGOMERY, ss:

MARY C. LUCAS being duly sworn, deposes and states as follows:

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



KELLI M KREBS
Notary Public, State of Ohio
My Comm. Expires Oct. 3, 2019

By: Mary C. Lucas
Title: V. PRESIDENT

STATE OF OHIO,
COUNTY OF Ohio, ss:

Sworn to before me and subscribe in my presence by Mary C Lucas
this 13 day of April, 2016

Kelli M. Cummings fka Kelli M. Krebs
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**

PROJECT: WOLF CREEK RECREATIONAL TRAIL / DAYTON, OH
NAME RESURFACING LOCATION

During the performance of this contract:

W.C. JONES ASPHALT PAVING P.O. Box 188, DAYTON, OH 937.228.1253/228.930
CONTRACTOR ADDRESS 45401 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.

- 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

W. C. JONES ASPHALT PAVING Co., INC. (Contractor)
certifies that:

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

ASPHALT LABORERS _____
OPERATING ENGINEERS _____
TRUCK DRIVERS / HAULERS _____

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: Mary C. Lucas V. PRESIDENT
(Signature of Authorized Representative of Bidder)

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

PROJECT: 2016 Wolf Creek Recreation Trail Resurfacing Project CT16-XXXX

REPORTING PERIOD - APRIL 2016

TO: CITY OF DAYTON - CIVIL ENGINEERING

ATTN: SECTION 3 COORDINATOR

HUMAN RELATIONS COUNCIL

371 WEST SECOND STREET, SUITE 100
DAYTON, OHIO 45402

From:	MARY LUCAS
Company:	W. C. JONES ASPHALT PAVING CO., INC.
Address:	905 S. BROADWAY ST.
City, State, Zip Code:	DAYTON, OHIO 45408
Telephone / Fax No.:	(937) 228-1253/ (937) 228-9300

4/2/2016 4/9/2016 4/16/2016 4/23/2016 4/30/2016

Name of Employee	Employee ID	Address w/ City, State, and Zip	Ethnic Group & DPS Residency					Trade	Classification				No. of Hours Worked					
			Black	Hispanic	American Indian	Asian	DPS Resident		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week	5th Week	Totals
ROGER J. BARRETT	8078	P. O. Box 61312 DAYTON, OHIO 45402	X					X					0.0	0.0	0.0	0.0	0.0	0.0
JOHN C. JOHNSON	7216	1217 LINDA VISTA AVE. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
LEO C. LUCAS I	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
MARY C. LUCAS	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
DENNIS KIRKSEY	9510	714 VERONA RD. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
FATIMA SANDERS	9802	2831 YERGAN COURT DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
HENRY BARRETT JR	0497	511 N. GETTYSBURG AVE. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
GARY WALLACE	8964	1007 LENITA AVE. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
TOTALS:													0.00	0.00	0.00	0.00	0.00	0.00

PROJECT: 2016 Wolf Creek Recreation Trail Resurfacing Project CT16-XXXX

REPORTING PERIOD - APRIL 2016

TO: CITY OF DAYTON - CIVIL ENGINEERING

ATTN: SECTION 3 COORDINATOR

HUMAN RELATIONS COUNCIL

371 WEST SECOND STREET, SUITE 100
DAYTON, OHIO 45402

From: MARY LUCAS
 Company: W. C. JONES ASPHALT PAVING CO., INC.
 Address: 905 S. BROADWAY ST.
 City, State, Zip Code: DAYTON, OHIO 45408
 Telephone / Fax No.: (937) 228-1253/ (937) 228-9300

4/2/2016 4/9/2016 4/16/2016 4/23/2016 4/30/2016

Name of Employee	Employee ID	Address w/ City, State, and Zip	Ethnic Group & DPS Residency					Trade	Classification				No. of Hours Worked					
			Black	Hispanic	American Indian	Asian	DPS Resident		Journeyman	Helper	Apprentice	Trainee	1st Week	2nd Week	3rd Week	4th Week	5th Week	Totals
ROGER J. BARRETT	8078	P. O. Box 61312 DAYTON, OHIO 45402	X					X					0.0	0.0	0.0	0.0	0.0	0.0
JOHN C. JOHNSON	7216	1217 LINDA VISTA AVE. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
LEO C. LUCAS I	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
MARY C. LUCAS	5340	4966 GLENCROSS RD. DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
DENNIS KIRKSEY	9510	714 VERONA RD. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
FATIMA SANDERS	9802	2831 YERGAN COURT DAYTON, OHIO 45406	X					X					0.0	0.0	0.0	0.0	0.0	0.0
HENRY BARRETT JR	0497	511 N. GETTYSBURG AVE. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
GARY WALLACE	8964	1007 LENITA AVE. DAYTON, OHIO 45417	X					X					0.0	0.0	0.0	0.0	0.0	0.0
TOTALS													0.00	0.00	0.00	0.00	0.00	0.00

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

Project Name:

WOLF CREEK RECREATIONAL TRAIL RESURFACING

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						
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Certified Business Firm Name: <u>W.C. JONES ASPHALT PAVING CO., INC.</u> Tax I.D. Number: <u>31-0955590</u> Street Address: <u>905 S. BROADWAY ST.</u> City/State/ Zip Code: <u>DAYTON, OHIO 45417</u> Phone (area code/#): <u>937.228.1253</u> E-mail: <u>LEO.LUCAS1@WCJONESASPHALT.COM</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<u>ASPHALT PAVING, EXCAVATION, TRAFFIC MAINTENANCE, SEEDING & MULCHING.</u>

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____ Total \$ to subcontract _____ Total % subcontract: 0

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	<u>LEO C. LUCAS I</u>
Sign Name:	<u>Mr Leo C. Lucas I</u>

Street Address	<u>905 S. BROADWAY ST.</u>
City/State/Zip	<u>DAYTON, OHIO 45417</u>

Revised 2/2014 MAILING ADDRESS:
P.O. BOX 188, DAYTON, OHIO 45401

Project Name:

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

WOLF CREEK RECREATIONAL TRAIL RESURFACING

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

Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract	Type of Service or Supply to be Provided	Type of Construction Work to be Performed
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Certified Business Firm Name:	W.C. JONES ASPHALT PAVING CO., INC.					ASPHALT PAVING, EXCAVATION, TRAFFIC MAINTENANCE, SEEDING & MULCHING.
Tax I.D. Number:	31-0955590					
Street Address:	905 S. BROADWAY ST.					
City/State/ Zip Code:	DAYTON, OHIO 45417					
Phone (area code/##):	937.228.1253					
E-mail:	LEO.LUCAS1@wcjonesasphalt.com					

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____ Total \$ to subcontract _____ Total % subcontract: 0

PRIME CONTRACTOR'S REPRESENTATIVE	
Print Name:	LEO C. LUCAS I
Sign Name:	Mr Leo C. Lucas I

Street Address	905 S. BROADWAY ST.
City/State/Zip	DAYTON, OHIO 45417

Revised 2/2014 MAILING ADDRESS: P.O. BOX 188, DAYTON, OHIO 45401

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date 4/14/2016

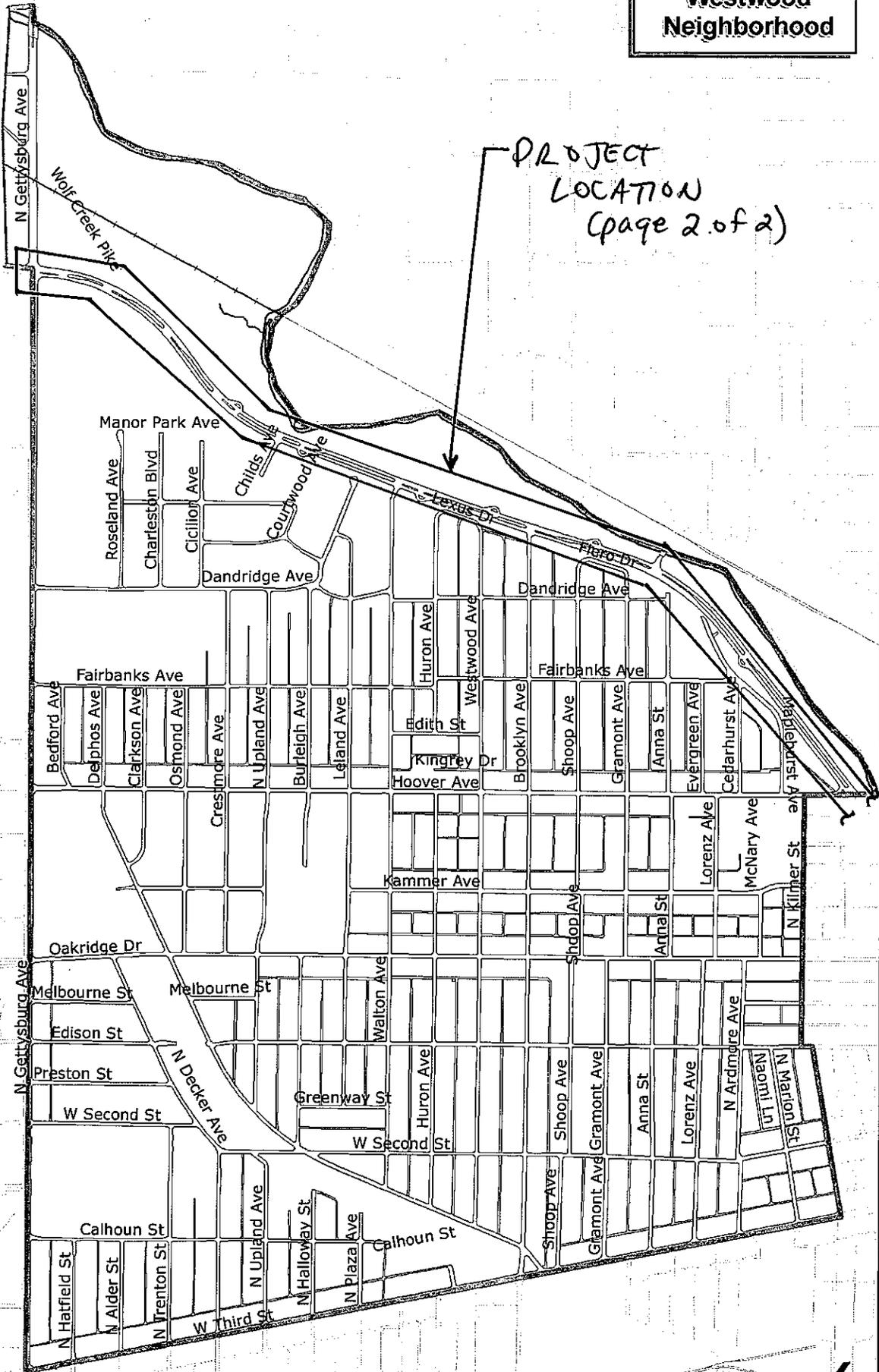
Project: W.C. Jones Asphalt Paving Co. Participation Goal (list only one): _____

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

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

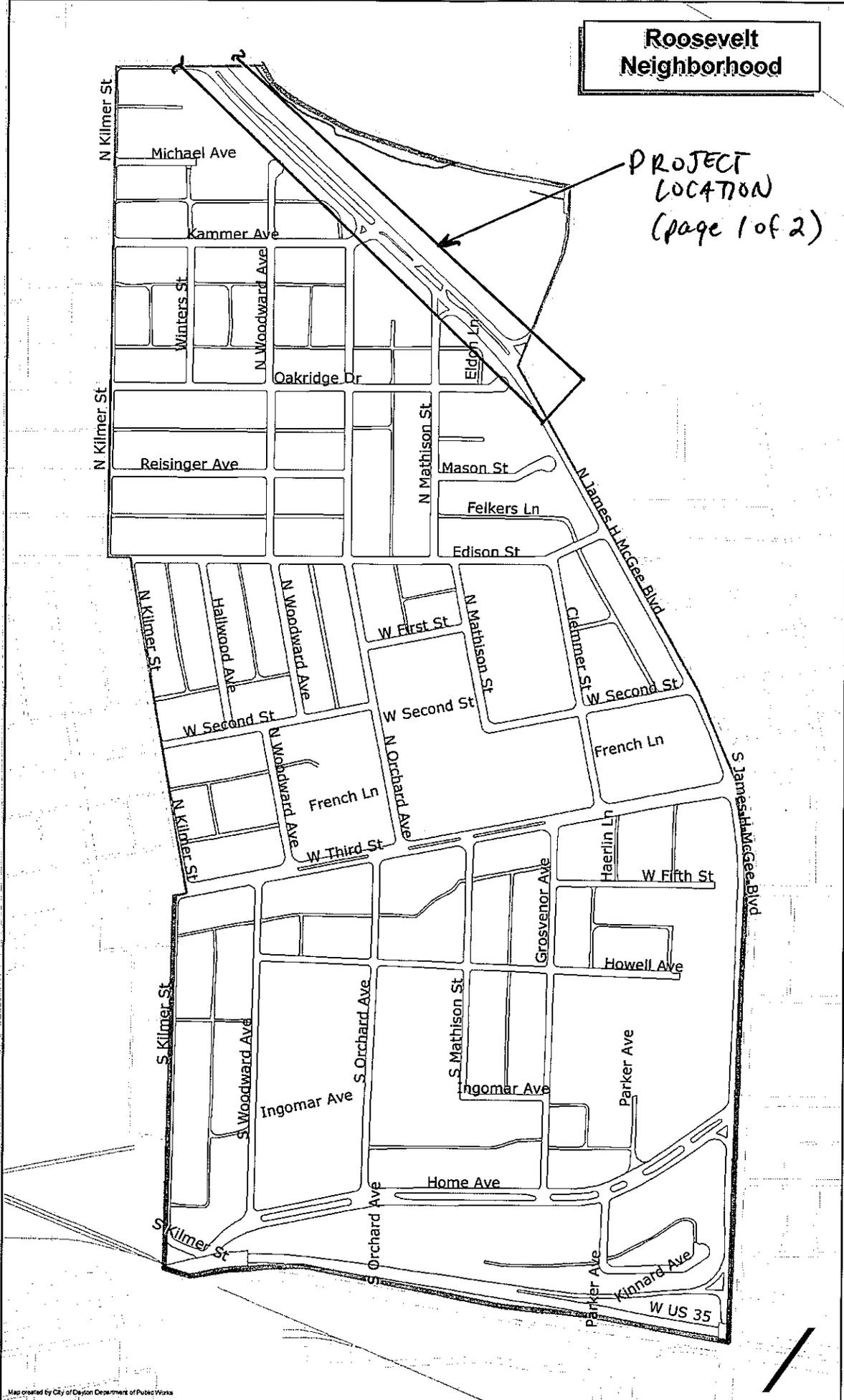
**Westwood
Neighborhood**

PROJECT
LOCATION
(page 2 of 2)



**Roosevelt
Neighborhood**

PROJECT
LOCATION
(page 1 of 2)



CITY OF DAYTON
CITY MANAGER'S REPORT

3,

TO: City Manager

Date May 25, 2016

FROM: Aviation/Administration & Finance
Department/Division

Code 51000-3213-23395-43

(CHECK ONE)

Fund Title Aviation Operating

Amount \$ \$110,625/5 years (\$22,125/year)
Revenue to the City

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

Supplier/Vendor/Company/Individual:

NAME Piedmont Airlines, Inc.
 ADDRESS 1000 Rosedale Ave
Middletown, PA 17057

Justification and description of purchase, contract or payment:

Maintenance Facility Lease

The Department of Aviation requests permission to enter into a Maintenance Facility Lease ("Lease") with Piedmont Airlines, Inc. ("Piedmont") for 10396 Freight Drive ("Premises"). Piedmont, a subsidiary of American Airlines Group, Inc., will use the Premises for maintenance of its ground service equipment in conjunction with American Airlines operations at the Dayton International Airport ("Airport").

In a previous agreement, Piedmont leased 2,625 square feet at 10392 Freight Drive, but wished to relocate into 4,425 square feet at 10396 Freight Drive. The net result is an increase of 1,800 square feet to the total space leased. Piedmont will pay \$22,125 per year for the 4,425 square feet of building space. The lease is effective December 1, 2015 and will terminate on November 30, 2020. Piedmont may renew this Lease for three (3) terms of one (1) year each.

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

A Certificate of Revenue is attached.

Approved Affirmative Action Program on File Yes

No NA

Approved by City Commission

[Signature]
Division

Clerk

[Signature]
Department

Date

[Signature]
City Manager

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Piedmont Airlines, Inc.

Address Shared Services Organization/Accounts Payable, 1000 Rosedale Avenue

City Middletown State PA Zip+4 17057 -

Customer # @00000152 Address Location #

Federal ID# 52-0970090

Revenue Information: Fund 51000 Organization 3213 Revenue 23395 Program 43

Contract Information: Contract Start Date 12/1/2015 Contract Expiration Date 11/30/2020

Billing Information: Rate: \$1,843.75 Arrears Pre-bill X

Monthly (1st month of billing) December 2015

Quarterly (1st month of quarter)

Semi-annual (1st month of half)

Annual (1st month of billing)

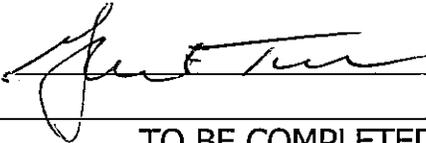
Other (explain)

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

Description of Services (wording on invoice):

Commercial space rent at the Dayton International Airport – 10396 Freight Drive

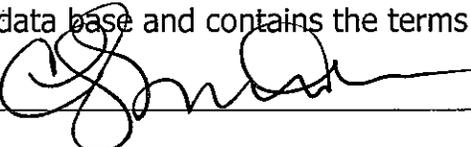
4,425 sf @ \$5 psf/year

Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-12193-6 Auditor  Date 5/16/2016

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  5-16-16

COMMISSION

MAY 25 2016

MAINTENANCE FACILITY LEASE

(Piedmont Airlines, Inc.)

This **MAINTENANCE FACILITY LEASE**, ("Lease"), is made and entered into this ____ day of _____, 2016, ("Effective Date") between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio and Piedmont Airlines, Inc. ("Lessee"), a Maryland corporation authorized to conduct business in the State of Ohio.

WITNESSETH THAT:

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

WHEREAS, Lessor owns the building at the Airport having the address of 10392-10398 Freight Drive, Vandalia, Ohio; and

WHEREAS, Lessor and Lessee previously entered into a lease effective March 16, 2011 for the lease of 2,625 square feet of warehouse and office space at 10392 Freight Drive to support air transportation services of Lessee at the Airport; and

WHEREAS, Lessee wishes to move into a larger space and that location being 4,425 square feet of warehouse and office space at 10396 Freight Drive; and

WHEREAS, Lessor deems it advantageous to itself and the operation of the Airport to lease said building and all improvements thereon to Lessee under the terms and conditions set forth herein.

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

ARTICLE I – DESCRIPTION OF LEASED PROPERTY

- A. Lessor leases to Lessee the building have the address of 10396 Freight Drive and containing approximately 4,425 square feet of warehouse and office space, together with other improvements and appurtenances situate thereon (hereinafter referred to as the "Premises"). The interior layout of the Premises is the cross-hatched section depicted in the attached and incorporated Exhibit A, with the general location of the Premises on the Airport depicted in the attached and incorporated Exhibit B.

- B. Lessee represents that it has inspected the Premises and all appurtenances, equipment, and fixtures therein and accepts same on an "as-is" basis. Lessor makes no representation or warranty as to such appurtenances, equipment and/or fixtures, their fitness for a particular or merchantability or condition.

ARTICLE II – USE OF PREMISES

- A. Lessee agrees that the Premises may only be used for warehouse, office and maintenance purposes, including without limitation, maintenance of Lessee's ground support equipment ("Permitted Uses"), for the benefit and use by Lessee and/or subsidiaries and affiliates of American Airlines Group, Inc. No other use of the Premises shall be permitted unless Lessor's Director of Aviation approves such alternative use(s) in writing.
- B. Lessee shall not at any time cause the Premises to become vacant for more than ninety (90) days without the prior written consent of Lessor unless such vacancy is the result of force majeure, fire or other damage or other such event beyond the reasonable control of Lessee.
- C. Lessee shall not do or permit anything to be done on or about the Premises which will in any way conflict with any applicable and legally enforceable law, ordinance, rule or regulation issued by any competent governmental authority; or allow the Premises to be used for any improper, immoral or unlawful purpose.

ARTICLE III – FEDERAL REQUIREMENTS

Lessee shall comply with the following provisions:

- A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance, provided that no such development shall render the Premises unusable to Lessee for its Permitted Uses, reduce the number of parking spaces available to Lessee or adversely affect access to the Premises. (For purposes of this Lease, "Landing Area" means those portions of the Airport providing for the landing, taking off and taxiing of aircraft, including without limitation, approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith).
- B. Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the Landing Area of the Airport and all publicly-owned facilities of the Airport.
- C. The Lease shall be subordinate to the provisions of and requirements of any existing or future agreements between Lessor and the United States, relative to the development, operation, or maintenance of the Airport.

- D. Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
- E. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.
- F. Lessee expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace.
- G. Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein leased to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.
- H. Lessee expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.
- I. Lessee expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer the use of the Premises in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

ARTICLE IV - RIGHTS AND OBLIGATIONS OF LESSEE

- A. Lessee shall have no right to conduct the carriage of passengers or cargo by air under this Lease. Any such right to use the airfield may only be granted through a separate written instrument between Lessor and Lessee.

- B. Except as otherwise provided in Article VIII, Lessee shall at its expense, provide for the maintenance of the Premises, which maintenance activities include, but are not limited to:
- a. Complete custodial and janitorial service;
 - b. Complete interior maintenance and repairs, including, but not limited to all doors, including personnel and overhead doors, plumbing and electrical repairs, replacement of fixtures;
 - c. Maintenance, testing and service of the fire suppression system in accordance with applicable codes;
 - d. Maintenance, test and service of the fire alarm system serving the facility to the lease line; and
 - e. Snow and Ice removal from the entrance area to the Premises and the sidewalk leading to and extending along the Lessee's designated parking spaces and general snow removal in the parking area.
- C. Lessee shall obtain from all authorities having jurisdiction over the business and operations of Lessee on the Premises, including, but not limited to, the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), U. S. Environmental Protection Agency ("EPA"), Ohio Environmental Protection Agency ("OEPA"), and state and local building and fire protection agencies, all licenses, certificates, permits or other authorizations which may be lawfully required for the conduct of its business and operations upon the Premises or necessary to comply with any requirements of this Lease or in the exercise of any right or obligation granted herein Lessee, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies, which may be available to Lessee regarding any dispute or contest related to any authorizations required.
- D. The storage, handling and disposal of all Hazardous Materials, as defined by federal, state and local laws, shall be in compliance with all applicable licenses, permits, certificates or other authorizations obtained by Lessee or Lessor and in compliance with all applicable federal, state and local laws governing the storage, handling and disposal of same.
- E. Lessee shall repair or pay for any and all damages to Lessor and its property caused by any wrongful or negligent act or omission of Lessee, its agents, employees and/or contractors arising out of the use or occupancy of the Premises or in the exercise of any right or obligation granted herein.
- F. Lessee shall, at its expense, provide and use suitable covered receptacles for the storing of all trash, garbage and other refuse created in the conduct of its business or operations upon the Premises or arising from Lessee's exercise of any right or obligation under this Lease. Lessee shall, at its expense, provide for the complete, proper and routine removal and disposal away from the Airport of all refuse generated from the activities on the Premises.

Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

- G. Lessee, its agents, employees, patrons, guests, invitees and suppliers of service or furnishers of materials shall have the unrestricted right of ingress to and egress from the Premises and shall have the right in common with others to use the public roadways serving the Airport.
- H. Lessee shall have all utility accounts, exclusive of water and sewer utility services, that serve the Premises placed in Lessee's name and shall pay, while this Lease is effective, all utility charges (i.e. telephone, natural gas and electric) directly to the utility companies or municipalities providing such utility services or as otherwise required by the utility service provider. Lessee agrees to notify Lessor immediately upon termination of any utility account; and Lessor may, at its option, after ten (10) days prior written notice to Lessee, place such terminated utility account in its name. In the event Lessor, willingly or otherwise, assumes the responsibilities for providing natural gas or electric services to Lessee, Lessee shall pay to Lessor the actual cost incurred by Lessor in providing the utility service to the Lessee. If Lessor bills Lessee for any involuntary assumption of utilities, Lessor may include a five percent (5%) administrative charge.
- I. All water and sewer services for the Premises shall be sub-metered during the term of this Lease. The rates and charges for the sub-metered water and sewer services for the Premises are included on Lessor's master meter billing for the entire Airport. Accordingly, Lessor shall bill Lessee directly for its sub-metered water and sewer service for the Premises, which Lessee agrees to pay within thirty (30) days of Lessee's receipt of invoice.
- J. Lessee shall not erect, allow or permit to be maintained on the Premises, or upon the exterior of any improvement on the Premises, any billboards or advertising signs, except those which have the prior written approval of Lessor. Notwithstanding, Lessee may maintain on the exterior of the Premises its name or trade name, in neatly arranged electric, neon or other type sign or signs; the size and type of sign or signs subject to Lessor's prior reasonable approval.
- K. Lessee may make minor alterations and changes to the Premises and improvements constructed thereon as Lessee may, at any time during the term hereof, find necessary or convenient for its purpose, including, but not limited to, relocating or adding outlets and light switches. Any additions, alterations, demolition or changes to the Premises and improvements of a material, substantial or structural nature, shall not be permitted under this Lease without Lessor's prior written consent, and which in Lessor's reasonable opinion would not require a separate construction agreement.
- L. In addition to all rents and fees, Lessee shall, at its expense, pay all taxes and assessments of whatsoever nature that are now and may be levied or imposed on any tangible personal

property situated or placed thereon, provided, however, that real property taxes and assessments shall be prorated so as to require Lessee to pay such taxes and assessments only for the period of Lessee's tenancy. Lessee shall have the right to protest or contest by legal proceeding, or in such other manner as it may deem suitable, the validity or amount of any such tax or assessment under this provision. Lessee shall notify Lessor of any such protest or contest and Lessor shall fully cooperate with such protest or contest. Lessor shall bill and lessee shall pay the invoiced amount to Lessor within thirty (30) days after receipt of invoice unless such amount is not due and owing from Lessor to the taxing authority pending resolution of a protest or contest by Lessee.

- M. As applicable or required by Lessor, Lessee shall, at its expense, arrange for and ensure that its employees, agents, contractors and subcontractors having access to the Premises are properly identified with the Airport's access media issued by Lessor and that said access media is prominently displayed at all times while such persons are in the Airport's Security Identification Display Area ("SIDA") and Airport Operations Area ("AOA"), as these terms are defined under Title 49 U.S. Code of Federal Regulations, Part 1542, as may be amended or revised, and/or the City's approved Airport security program. Lessee shall comply with and cause all persons seeking said access media to comply with all Lessor's requirements for the issuance of the Airport access media. Further, Lessee shall waive any claim against Lessor resulting from refusal to issue or revocation of said access media, pursuant to applicable laws, rules, regulations, policies and procedures.

ARTICLE V - TITLE TO IMPROVEMENTS

- A. Lessor owns the real property and all improvements to the Premises. Title to any additional improvements made to and upon the Premises, excluding trade fixtures, shall vest in Lessor at such time as this Lease is terminated. Upon termination of this Lease, Lessee shall surrender the Premises and the improvements thereon to Lessor in good condition subject to normal wear, tear and depreciation.
- B. Lessee's obligation to deliver the Premises and improvements in accordance with Article V, Section A above shall survive the termination of this Lease.

ARTICLE VI - TERM

- A. This Lease shall be effective for a period of five (5) years commencing on December 1, 2015 ("Initial Term"), unless terminated earlier in accordance with the provisions of this Lease. Either party may terminate the Lease, without cause, with thirty (30) days' advance, written notice.
- B. The Lease may be renewed for three (3) additional one (1) year periods, exercisable by Lessee giving 90 days' advance, written notice to the Lessor (each a "Renewal Term").

ARTICLE VII – RENTALS

- A. Lessee shall pay to Lessor annual rent for the 4,425 square feet space in the amount of Twenty-Two Thousand One Hundred Twenty-Five Dollars (\$22,125.00), based on a rate of Five Dollars (\$5.00) per square foot per year.
- B. Without waiving any other right or action available to Lessor in the event of default in payment of any undisputed rentals, fees or charges due to the Lessor hereunder, if Lessee is delinquent for a period of thirty (30) days or more in paying to Lessor any rental due and owing to Lessor pursuant to this Lease, Lessee shall pay to Lessor a late charge thereon calculated at the rate of two percent (2%) per month from the date such item was due and owing until full payment including late charges have been paid. Such late charges shall not occur with respect to disputed items being contested in good faith by Lessee.
- C. The annual rent due under this Lease shall be paid in equal monthly installments, which shall be due on the first day of each month and without notice to Lessee, to the following address:

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

or at such other place as Lessor shall, in writing, direct.

ARTICLE VIII - RIGHTS AND OBLIGATIONS OF LESSOR

- A. Lessor shall have the right to adopt and enforce reasonable rules and regulations, with respect to the use of the Airport and facilities thereon, which Lessee agrees to observe and obey. In the event of any conflict between this Lease and such rules and regulations, this Lease shall govern and control.
- B. Lessor shall have the full and unrestricted right, at any and all times during normal business hours and at all other times upon reasonable notice to Lessee, to access and enter the Premises for the purpose of inspecting the Premises and doing any and all things which the Lessor is obligated or authorized to do as set forth herein, or which may be deemed necessary for the proper general conduct and operation of the Airport and in the exercise of the Lessor's police power. This provision shall in no way limit or restrict Lessor's right to enter upon the Premises in the event of an emergency. Reasonable notice, as used in this subsection, shall in no event be interpreted to require more than twenty-four (24) hour advance notification.

- C. Lessor warrants quiet enjoyment of the rights and privileges granted herein, during the term hereof, upon the performance of Lessee's covenants contained herein and subject to Section B of this Article VIII.
- D. Nothing contained herein shall prohibit Lessor from granting easements, utility or otherwise, as long as said easements would not restrict Lessee's use or utility of the Premises for the purposes stated herein.
- E. Except as provided for in Article IV, Lessor will provide general snow removal on the adjacent roads and the paved/asphalt parking area adjacent to the Premises in accordance with its snow operations schedule. Lessor will be responsible for the maintenance, repair, and replacement of paved/asphalt parking area and sidewalks. Lessor agrees to maintain roof, electrical system and structural components of the Premises. Structural components, as used herein, shall not include overhead, dock, entrance or interior doors. It is understood and agreed that Lessor shall have no obligation to modify the Premises for Lessee's use, needs or convenience during the term hereof.
- F. If Lessee fails to provide and maintain proper trash removal or other required maintenance, Lessor shall have the right, but not the obligation, to provide or perform said services and to bill Lessee for the actual cost to provide said services, plus a five percent (5%) administrative fee, which Lessee agrees to pay.
- G. Lessor shall, at its expense, operate and maintain the water, sanitary sewer and storm sewer system serving the Airport and to the lease line of the Premises. Lessor will be responsible for the mowing and landscape maintenance of all grounds and will provide general police and fire protection for the Premises as it does for other areas of the Airport.

ARTICLE IX - NON-DISCRIMINATION

- A. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on the Premises described in this Lease for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended, superseded or modified.
- B. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in

the use of said facilities, (2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations as may be amended, superseded or modified.

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

ARTICLE X – INDEMNIFICATION

- A. Lessee shall defend, indemnify, save and hold harmless Lessor, its elected officials, officers, agents and employees, from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any wrongful or negligent act or omission of Lessee, its agents, contractors and employees occurring during the Term of this Lease.

It is agreed that, to the extent permitted by law, no agreement or covenant by Lessee under this Article X (A) shall include liability or damages for injury to persons or damage to property caused by or resulting from the acts, errors or omissions of Lessor, its agents, contractors or employees.

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

- C. Lessor shall not be liable to Lessee or to Lessee's subtenants, agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Lessee's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport. Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenues to Lessee unless resulting from Lessor's acts or omissions in the maintenance and operation of the Airport or failure to operate the Airport.
- D. Except as provided in Article X (A) above, the obligations of Lessee under this Article X shall survive the termination date of this Lease and shall not be affected in any way by the amount of or the absence in any case of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.
- E. The Lessor's elected officials, officers, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by Lessor of any of its obligations.
- F. Notwithstanding any other provision of this Lease to the contrary, and to the extent permitted by law, Lessee waives any and every claim for recovery from the Lessor for any and all loss or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by Lessee or which would have been recoverable if the insurance required hereunder had been maintained by Lessee, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessee agrees to give each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. Lessee shall require any subtenant to include similar waivers of subrogation in favor of the Lessor.
- G. In the event Lessee, its agents, contractors or employees, violate any security measure at the Airport, including, but not limited to, any Federal Aviation Administration or Transportation Security Administration security laws rules, regulations, orders and directives, Lessee shall assume full and complete responsibility for such violations, including payment of any penalty imposed, and shall defend, indemnify and hold the Lessor, its elected officials, officers, agents and employees harmless therefrom.

ARTICLE XI - INSURANCE

A. Lessee, at its sole cost and expense, shall procure and maintain, or cause to be maintained, at all times during the term of this Lease, the following insurance, with insurance companies authorized to do business in the State of Ohio and having at least an "A-" rating from A. M. Best (or an equivalent S&P financial strength rating) and covering all operations under this Lease, whether performed by Lessee or by its contractors:

1. Commercial Liability Insurance (Primary and Umbrella):

Commercial Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The Lessor, its elected officials, officers, agents, volunteers, and employees shall be named as additional insureds, on a primary, non-contributory basis for any liability arising directly or indirectly from this Lease.

B. Original certificates of insurance evidencing the required coverage to be in force on the effective date of this Lease as set forth herein, and all renewal certificates of such insurance, shall be provided to Lessor. At the Lessor's request, Lessee shall furnish complete copies of all policies of insurance. The receipt of any certificate or policy does not constitute agreement by the Lessor that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. The failure of the Lessor to obtain certificates or other insurance evidence from Lessee or its contractors shall not be deemed to be a waiver by the Lessor. Lessee or its contractors shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve Lessee or its contractors of their obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Lease, and the Lessor retains the right to terminate this Lease as provided in Article XVI until proper evidence of insurance is provided. All policies of insurance, excluding the insurance required of Lessee's contractors, shall provide for a minimum of thirty (30) days prior written notice to be given to the Lessor in the event coverage is substantially changed, canceled, or non-renewed.

C. If Lessee fails to obtain or maintain any of the insurance policies under this Lease or to pay any premium in whole or in part when due, Lessor may (without waiving or releasing any obligation or default by Lessee hereunder) obtain and maintain such insurance policies and/or take any action which Lessor deems appropriate. In such instances, reasonable

attorney's fees, court costs, and expenses shall be reimbursed by the Lessee upon demand by Lessor.

- D. Lessee shall require all contractors to carry the insurance required herein, or Lessee or its contractors may provide the coverage for any or all contractors, and, if so, the evidence of insurance submitted shall so stipulate. Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Lessee or its contractors. Lessee and its contractors agree that insurers shall waive their rights of subrogation against the Lessor, its employees, elected officials, agents, or representatives. Lessee and its contractors expressly understand and agree that any coverages and limits furnished by Lessee or its contractors shall in no way limit the Lessee or its contractors' liabilities and responsibilities specified within this Lease or by law. Lessee and its contractors expressly understand and agree that any insurance or self-insurance programs maintained by the Lessor shall not contribute with insurance provided by the Lessee or its contractors under this Lease. If Lessee or its contractors desire additional coverage, higher limits of liability, or other modifications for its own protection, then Lessee or its contractors shall each be responsible for the acquisition and cost of such additional protection.
- E. The insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
- F. The insurance required by this Lease, at the option of Lessee or contractors, may be effected by blanket or umbrella policies issued to Lessee or contractors covering the Premises and other properties owned or leased by Lessee or contractors, provided that the policies otherwise comply with the provisions of this Lease and allocate to the Premises the specified coverage, without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein.
- G. Lessee shall maintain, at all times during the term hereof, Workers' Compensation and Occupational Disease Insurance for its employees employed or providing service(s) upon the Premises in such amounts as prescribed under Ohio law.

ARTICLE XII – DAMAGE AND DESTRUCTION

- A. If the Premises are damaged, in whole or in part, by fire or casualty, Lessee shall repair the damage to the improvements as soon as reasonably possible at Lessee's expense or, upon mutual agreement, shall take such other actions as is mutually agreed between Lessor and Lessee. Lessee may use insurance proceeds from insurance it carried to pay for the work as it progresses, and the Lessor shall permit any such proceeds to be made available.
- B. During any period which Lessee is unable to use all or a substantial portion of the Premises due to damage or destruction of the Premises and which significantly impacts Lessee's

operations and use of the Premises, then the rent payable for the Premises shall be abated or appropriately adjusted for the period during which such damage renders the Premises unusable or operations are so curtailed or terminated. However, if Lessor reasonably determines that such damage resulting in inability to use all or a substantial portion of the Premises is caused by the negligence or willful misconduct of Lessee, its employees, agents and/or contractors, Lessee shall not be entitled to an abatement of rents as provided herein. Except for such abatement of rents due, as applicable, Lessee shall have no claim against the Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration, except if and to the extent the same was caused by the negligence or willful misconduct of Lessor, its employees, agents and/or contractors.

- C. If any improvements to the Premises are not diligently repaired by Lessee or such action as mutually agreed by the Lessor and Lessee is not undertaken and completed, then the Lessor shall be entitled to all insurance proceeds payable for such damages to the Premises. Where the Lessee is obligated to repair or restore or remove improvements, Lessee must do so notwithstanding that insurance proceeds may be insufficient.

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

The leasehold estate and rights granted herein are the personal property of Lessee. Lessee shall not be permitted to sell, assign, transfer, sublet or underlet the same, or any portion thereof, except to its parent corporation or any subsidiary or affiliate thereof or any successor corporate entity resulting from acquisition or merger, without consent of the Lessor. Any assignment in violation hereof shall be void.

ARTICLE XIV - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

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

ARTICLE XV – TERMINATION BY LESSEE

- A. In addition to all other remedies available to the Lessee under this Lease or at law, Lessee may terminate this Lease if Lessor defaults in the performance of any material covenant or agreement required to be performed by it herein, and the failure of Lessor to remedy such default, or to take prompt action to remedy such default, within a period of thirty (30) days after receipt from Lessee of written notice to remedy the same. If by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessee may terminate this Lease only if the Lessor shall have failed to commence the remedying of such default within the thirty (30) day period following such written demand, or having so commenced, fails thereafter to continue with diligence the remedying thereof.

- B. Lessee shall exercise its rights of termination by giving written notice to Lessor at any time after the lapse of the applicable periods of time and this Lease shall terminate as of that time. Rental and other payments due hereunder shall be payable (and prorated, as applicable) to the date of termination.

ARTICLE XVI - TERMINATION BY LESSOR

- A. In addition to all other remedies available to Lessor hereunder or at law, Lessor may terminate this Lease should any one or more of the following events occur:
1. If a receiver for Lessee's assets is appointed by a court of competent jurisdiction; or if Lessee shall be divested of its rights, powers and privileges under this Lease by operation of law;
 2. If Lessee fails to make any undisputed payments required of it hereunder at the times and in the amounts as required of it under this Lease and said default is not cured by tendering the full amounts due and owing within thirty (30) days after Lessor notifies Lessee in writing of the default in payment(s);
 3. If Lessee shall fail to perform, keep and observe all of the covenants and conditions contained in this Lease to be performed, kept and observed by it (excluding non-payment of the rents, charges and fees), and said failure is not cured, or action taken to correct such failure, within thirty (30) days after Lessor notifies Lessee in writing of said failure; or if by reason of the nature of such default, the same cannot be remedied within said thirty (30) days, then Lessor shall have the right to terminate this Lease, if the Lessee shall have failed to commence the remedying of such default within said thirty (30) days following such written demand, or having so commenced, shall fail thereafter to continue with diligence the remedying thereof; or
 4. Violations by Lessee, its agents or employees of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Lease, if the same shall not be corrected or action taken to correct, within thirty (30) days after Lessee's receipt of written notice, which shall state in detail the violation.

ARTICLE XVII – HOLDING OVER

In the event that Lessee holds over and remains in possession of the Premises and rights granted herein after termination of this Lease and without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy, which may be terminated at any time by Lessor or Lessee. Lessor will provide Lessee with sixty (60) days advance written notice of any increase in the rental amount

due during such holdover tenancy period in excess of 1/12th the rental amount for the immediately preceding 12-month period.

ARTICLE XVIII - INVALID PROVISIONS

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

ARTICLE XIX - WAIVER

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

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

ARTICLE XX – GENERAL PROVISIONS

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

- B. Notices to Lessor given in connection with or provided for in this Lease shall be in writing and sent by personal delivery, certified mail, postage prepaid, or nationally recognized overnight courier (such as FedEx or UPS), shipping costs prepaid, addressed to:

James M. Cox Dayton International Airport
Department of Aviation
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

or such other address as Lessor shall direct by written notice given in accordance with this Article XX (B). Any notice given in accordance with this Article XX (B) shall be deemed given as of the date personally delivered or as of the date of mailing or deposit with the overnight courier, as applicable, and shall be deemed received as of the date personally delivered or as of the date of receipt shown on the receipt provided by the United States Postal Service or overnight courier, as applicable.

- C. Notices to Lessee given in connection with or provided for in this Lease shall be in writing and sent by personal delivery, certified mail, postage prepaid, or nationally recognized overnight courier (such as FedEx or UPS), shipping costs prepaid, addressed to:

Piedmont Airlines, Inc.
1000 Rosedale Avenue
Middletown, PA 17057

with a copy via e-mail to:

Terry Petrun
Vice President – Shared Services Organization
Terry.petrun@aa.com

with a copy letter in writing to:

American Airlines
ATTN – VP Corporate Real Estate
4333 Amon Carter Blvd, MD 5317
Ft. Worth, TX 7615

or such other address as Lessee shall direct by written notice given in accordance with this Article XX (C). Any notice given in accordance with this Article XX (C) shall be deemed given as of the date personally delivered or as of the date of mailing or deposit with the overnight courier, as applicable, and shall be deemed received as of the date personally

delivered or as of the date of receipt shown on the receipt provided by the United States Postal Service or overnight courier, as applicable.

- D. Lessee and Lessor each represent that it has carefully reviewed the terms and conditions of this Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by the Lease.
- E. Any headings in this Lease are for convenience of reference only and do not define or limit the provisions thereof. In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Lease. All section references, unless otherwise expressly indicated, are to sections in this Lease. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.
- F. By execution of this Lease, Lessee hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.
- G. Lessee (and any person claiming by or through Lessee) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the Lessor under this Lease, and not any other funds or assets of the City of Dayton, Ohio whatsoever.
- H. Neither Lessee nor any contractor of Lessee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the Lessor's ownership of fee title to the Premises.
- I. By entering into this Lease, Lessor shall in no way be deemed a partner or joint venturer with Lessee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.
- J. The parties may amend or modify this Lease, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of Lessor and Lessee and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.
- K. This Lease, and its attached and incorporated exhibits, represents the entire and integrated agreement between Lessor and Lessee. This Lease supersedes all prior and

contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Lease.

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

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IN WITNESS WHEREOF, Lessor and Lessee, by duly authorized representatives, have executed this Lease as of the day and year first above written.

WITNESSED BY:

CITY OF DAYTON, OHIO

City Manager

WITNESSED BY:

PIEDMONT AIRLINES, INC.

Marije K. Kna

By: *TJP*

Terry J. Petrun
Title: ~~Vice President~~
Shared Services Organization

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

APPROVED AS TO FORM
AND CORRECTNESS

D. R. F.

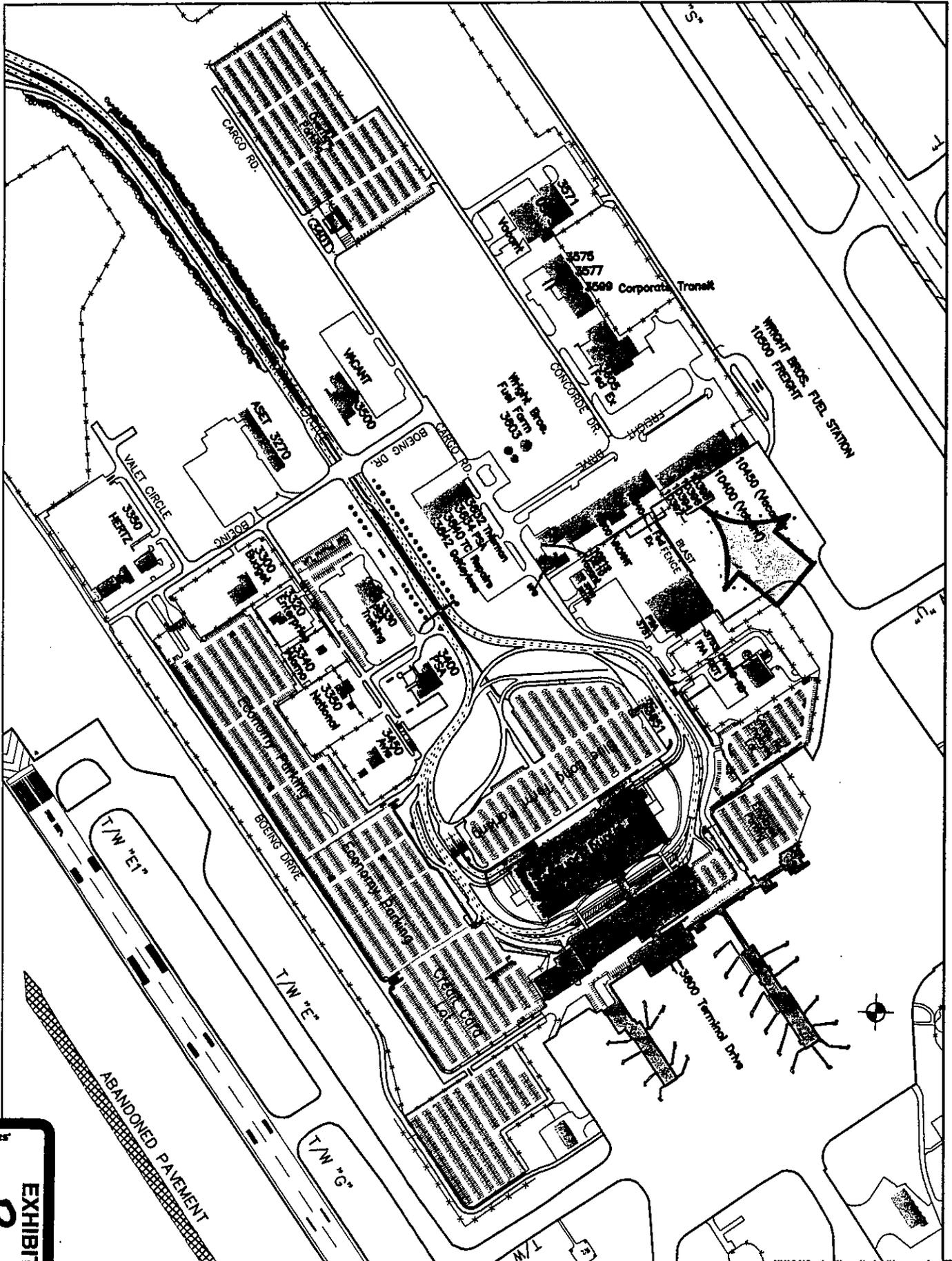
City Attorney *SD but*

EXHIBIT A

PREMISES

EXHIBIT B

GENERAL LOCATION ON AIRPORT



tabbles

EXHIBIT

B

By MR. Mims.....

No. 31495-16.....

AN ORDINANCE

Authorizing the Submission, Acceptance, Acquisition and Purchase of One Hundred Sixteen Properties from Montgomery County, Ohio, and the Subsequent Disposition of those Properties in Connection with the Real Estate Acquisition Program ("REAP"), and Declaring an Emergency.

WHEREAS, The City of Dayton ("City") has adopted and implemented procedures under Chapter 5722 of the Ohio Revised Code to facilitate the reutilization of nonproductive lands situated within the City; and,

WHEREAS, The City and Montgomery County have jointly established the REAP to facilitate redevelopment within the City through the tax foreclosure process; and,

WHEREAS, The City requested that the Montgomery County Treasurer's Office enter certain real estate into REAP; and,

WHEREAS, In accordance with Section 5722.03 of the Ohio Revised Code, the County may now sell this real estate directly to the City for the fair market value, which has been determined to be the cost of the County's foreclosure; and,

WHEREAS, This real estate is wanted for desirable redevelopment; and,

WHEREAS, It is found to be in the best interest of the City to acquire the real estate described below, and subsequently transfer the real estate to appropriate individuals or organizations for redevelopment; and,

WHEREAS, In order to comply with the terms of purchase for said real estate, and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at an early date; now, therefore,

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

Section 1. That the Department of Planning and Community Development shall request that the Montgomery County Treasurer enter the property listed below into REAP.

Section 2. That the City Manager or the designee is authorized to accept Sheriff's Deeds from Montgomery County conveying the following described real estate to the City, free and clear of all liens and encumbrances:

1.	161	R72 07405 0073,49,50,51,52,71,72,10,11	300 Salem Ave
2.	1721	R72 11207 0009	183 Valleyview Dr

3.	1924	R72 11910 0061	16-22 Roger Ct
4.	1925	R72 03306 0006	822 Stewart St
5.	1926	R72 12914 0027	4826 Becker Dr
6.	1927	R72 12305 0060	736 Crestmore Ave
7.	1928	R72 09506 0072	633 Ruth Ave
8.	1929	R72 02702 0029	118 Bonner Street
9.	1930	R72 01912 0056	15 Bonner Street
10.	1931	R72 01808 0010	40 Pulaski St
11.	1932	R72 07005 0008	120 Santa Clara Ave
12.	1933	R72 12112 0181	1521 Shelley Dr
13.	1934	R72 13211 0173	720 Ernroe Dr
14.	1935	R72 05105 0001	217 Brandt St
15.	1936	R72 04705 0019	22 S Irwin St
16.	1937	R72 14804 0031	2102 Fauver Ave
17.	1938	R72 12113 0036	1346 Shaftesbury Rd
18.	1939	R72 12016 0014	1771 Vancouver Dr
19.	1940	R72 15912 0059	4309 Owens Dr
20.	1941	R72 14108 0028	1148 Croyden Dr
21.	1942	R72 02711 0010	326-328 Oak St
22.	1943	R72 05307 0076	1641-1643 Chapel St
23.	1944	R72 05212 0015	1927 Walters St
24.	1945	R72 05307 0045	3 Baltimore St
25.	1946	R72 12403 0025	710 Clarkson Ave
26.	1947	R72 10607 0058	308 Smith St
27.	1948	R72 12401 0027	624 Leland Ave
28.	1949	R72 12504 0046	452 Gramont Ave
29.	1950	R72 11806 0040	1517 Harvard Blvd
30.	1951	R72 06603 0007	522 Grafton Ave
31.	1952	R72 13005 0002	4416 Midway Ave
32.	1953	R72 05307 0028	18 Baltimore St
33.	1954	R72 11208 0003	131 Marson Dr
34.	1955	R72 05206 0040	266 Alaska St
35.	1956	R72 04810 0036	422 N Garland Ave
36.	1957	R72 05203 0017	529 Deeds Ave
37.	1958	R72 05209 0040	168 Grove Ave
38.	2000	R72 12704 0015	3545 Delphos Ave
39.	2001	R72 05308 0079	54 Alaska St
40.	2002	R72 09401 0024	26 S Halloway St
41.	2003	R72 13401 0061	2424 Weaver St
42.	2004	R72 13401 0060	1007 Bunche Dr
43.	2005	R72 10906 0007,8	3503 Riverside Dr
44.	2006	R72 11913 0060,61	2905 Princeton Dr
45.	2007	R72 10607 0044	340 Smith St
46.	2008	R72 10607 0002	343 Smith St

47.	2009	R72 15701 0155	3614 Courtwood Ave
48.	2010	R72 09304 0019	2819 McCall St
49.	2011	R72 14801 0022,23	2208 Brookline Ave
50.	2012	R72 01810 0043	108 Pulaski St
51.	2013	R72 12303 0048	915 Burleigh Ave
52.	2014	R72 12610 0006	4126 Sylvan Dr
53.	2015	R72 08307 0069,70	1544 W First St & 1538-1542 W First
54.	2016	R72 16213 0068,67	1933 Litchfield Ave
55.	2017	R72 12211 0009	734 Walton Ave
56.	2018	R72 13216 0008	3521 Roejack Dr
57.	2019	R72 12704 0052	332 Upland Ave
58.	2020	R72 11308 0038	1067 Sherwood Dr
59.	2021	R72 06602 0016	825 Salem Ave
60.	2022	R72 15911 0013	4426 Owens Dr
61.	2023	R72 07704 0030	502 Lexington Ave
62.	2024	R72 07705 0011	1333 W Grand Ave
63.	2025	R72 06903 0077	403 Kenwood Ave
64.	2026	R72 12411 0010	853 Almond Ave
65.	2027	R72 16211 0021	2819 Forest Grove Ave
66.	2028	R72 13006 0002	4416 Lee Dr
67.	2029	R72 12803 0034	117 N Upland Ave
68.	2030	R72 12603 0017	308 Westwood Ave
69.	2031	R72 05307 0026	20 Baltimore St
70.	2032	R72 06910 0022	436 Red Haw Rd
71.	2033	R72 05210 0002	772-776 Troy St
72.	2034	R72 14603 0004	936 Chelsea Ave
73.	2036	R72 16201 0015	3419 Stanford Pl
74.	2037	R72 04202 0104	206 Eugene Ave
75.	2038	R72 07104B0005	21-23 Pinehurst Ave
76.	2039	R72 14307 0043	721 Watervliet Ave
77.	2040	R72 12803 0037,36	129 N Upland Ave & N Upland Ave
78.	2041	R72 12803 0035	121 N Upland Ave
79.	2042	R72 05204 0116	1401 Lamar St
80.	2043	R72 05204 0038	1229 Lamar St
81.	2044	R72 16201 0014	1651 Kipling Dr
82.	2045	R72 10602 0040	418 Smith St
83.	2046	R72 11005 0037	125 E Siebenthaler Ave
84.	2047	R72 10212 0003	659 Latham St
85.	2048	R72 117221 0002	4742 Frederick Pike
86.	2049	R72 15701 0137	3603 Dandridge Ave
87.	2050	R72 01309 0004	58-60 Drummer Ave
88.	2051	R72 01309 0003	62-64 Drummer Ave
89.	2052	R72 01210 0014	137 Huffman Ave
90.	2053	R72 50825 0007	51 Palmer St #7

91.	2054	R72 50825 0003	55 Palmer St #3
92.	2055	R72 06807 0026	304 Rockwood Ave
93.	2056	R72 05214 0021	225 Notre Dame Ave
94.	2057	R72 05709 0025	1612-1614 Mack Ave
95.	2058	R72 05403 0032	204 Hart St
96.	2059	R72 05106 0073	509 Brandt St
97.	2061	R72 06703 0052	40 Warder St
98.	2062	R72 06703 0022	33 Warder St
99.	2063	R72 12410 0069,70	957 Geneva Rd & Hoover Ave
100.	2064	R72 16204 0017	1670 Newton Ave
101.	2065	R72 02409 0025	1435 Wyoming St
102.	2066	R72 05109 0035	18 Naas Pl
103.	2067	R72 05107 0046	2034 Stapleton Ct
104.	2068	R72 02402 0014	32 Dover St
105.	2069	R72 03410 0007	1228 Wyoming St
106.	2070	R72 11605 0028	1922 Burbank Dr
107.	2071	R72 13216 0007	3517 Roejack Dr
108.	2072	R72 07901 0003	1249 Everett Ave
109.	2073	R72 01905 0015	10 Alberta St
110.	2074	R72 14805 0037	104 Marlboro Pl
111.	2075	R72 14309 0049	435 Morse Ave
112.	2076	R72 12408 0021	1320 Kammer Ave
113.	2077	R72 04001 0094	909 Linden Ave
114.	2078	R72 12017 0002	1709 Princeton Dr
115.	2079	R72 11304 0025	2413 Elsmere Ave
116.	2080	R72 12102 0054	1000 Bridge St

Section 3. That the sum of money set forth below be paid to Montgomery County for said real estate upon the terms and conditions set forth in this ordinance on file in the office of the Clerk of Commission, and that said sum of money is hereby appropriated to be paid out of the following account:

Housing-NRP Fund – P&CD Director’s Office

41741-2380-1159-31

THREE HUNDRED FOURTEEN THOUSAND DOLLARS AND ZERO CENTS

(\$232,000.00)

Section 4. That the City Manager or the designee is authorized to convey the above properties without further Commission action.

Section 5. For the reasons stated in the preamble hereof, the Commission declares this ordinance to be an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission MAY 25....., 2016

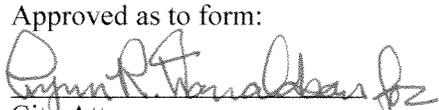
Signed by the Mayor MAY 25....., 2016



Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission


Approved as to form:

City Attorney



MEMORANDUM

May 17, 2016

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

FROM: Aaron Sorrell, Director *AKS*
Department of Planning and Community Development

SUBJECT: Ordinance Authorizing Acceptance, Acquisition, Purchase of One Hundred Sixteen Properties and Subsequent Disposition of One Hundred Sixteen Properties

Attached for your review and placement on the May 25, 2016 City Commission calendar is an Ordinance authorizing the acceptance, acquisition, purchase and subsequent disposition of One Hundred Sixteen (116) properties from Montgomery County in connection with the Real Estate Acquisition Program (REAP). Due to the timeliness to conclude the REAP process, we are requesting this Ordinance be declared an emergency.

The REAP Program allows the City of Dayton to work with Montgomery County to acquire property for redevelopment through tax foreclosure. In 2015 the City received 351 new Lot Links applications and transferred 145 properties to applicants from prior years whose properties had completed the foreclosure process. Approximately 75% of the properties transferred contain structures acquired for rehab and reuse. The remaining properties acquired will be used as yard extensions.

If you have any questions, please contact Paula Powers at extension 7379.

AKS/pgp

Attachment

BY MR. JOSEPH...

NO. 31494-16...

AN ORDINANCE

Vacating the Alley South of Stout Street from Catherine Street to South Patterson Boulevard.

WHEREAS, The City Commission on January 29, 2016, by Resolution No. 6164-16, declare its intention to vacate the alley south of Stout Street from Catherine Street to South Patterson Boulevard; 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 south of Stout Street from Catherine Street to South Patterson Boulevard be vacated; and

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

WHEREAS, The vacation of the alley south of Stout Street from Catherine Street to South Patterson Boulevard 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 south of Stout Street from Catherine Street to South Patterson Boulevard being more particularly bounded and described as follows:

Being all of the 10 foot alley south of Stout Street from the 49.5 foot Catherine Street to South Patterson Boulevard

is hereby vacated. The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The alley mouths at Catherine Street and South Patterson Boulevard 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. DP&L shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from DP&L these facilities may be relocated or abandoned at the expense of the applicant.

D. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant

Passed by the Commission MAY 25, 2016

Signed by the Mayor MAY 25, 2016

Man Whaley
Mayor of the City of Dayton, Ohio

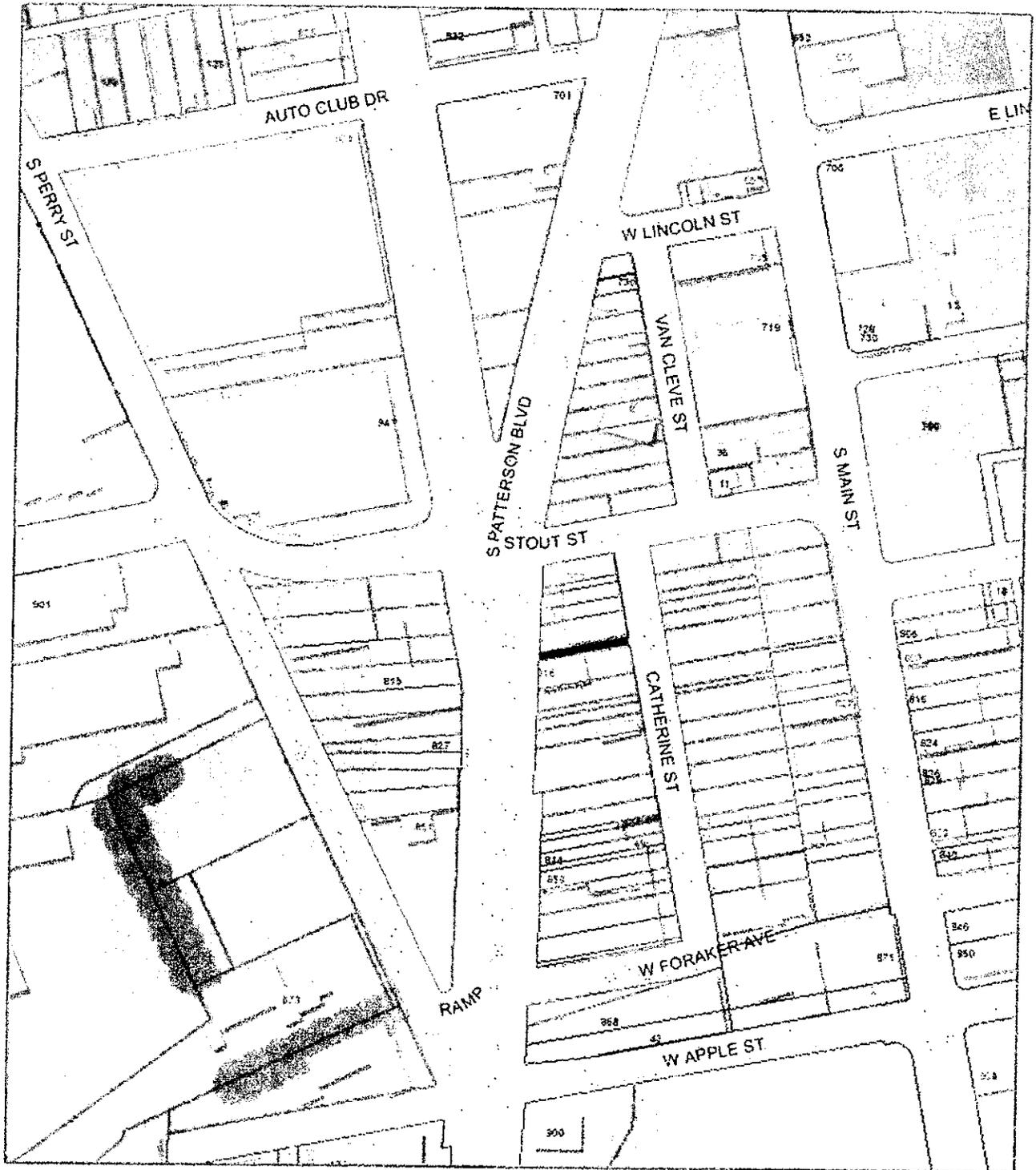
Attest:

Rashella Rawls for
Clerk of the Commission
Anis

Approved as to form:

Debra D. Donaldson for
City Attorney

V-007-15



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
1/6/2016

BY Ms. Whaley

NO 6191-16

A RESOLUTION

Declaring the Intention of the Commission to Vacate the Right-of-Way in front of 3606 Lakeside Drive.

WHEREAS, The vacation of the right-of-way in front of 3606 Lakeside Drive as described herein is no longer needed as right of way; and

WHEREAS, The City Plan Board has recommended the vacation; now, therefore,

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

Section 1. Commission hereby declares its intention to vacate the Right-of-Way in front of 3606 Lakeside Drive being more particularly bounded and described in Exhibits A and B attached hereto. The vacation shall be subject to the following conditions:

- A. City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing 8" water main. With written consent from the City of Dayton Department of Water, these facilities may be relocated or abandoned at the expense of the applicant.
- B. AT&T shall retain an easement over, under, and through the vacated area for its existing aerial and underground facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

Adopted by the Commission May 25, 2016

Signed by the Mayor May 25, 2016

Ms. Whaley
Mayor, City of Dayton, Ohio

Attest:

Rashelle Saunders
Clerk of the Commission *for*

Approved as to form:

Robert R. Donaldson Jr.
City Attorney

Exhibit A

Description for Right-of-Way Transfer
Section 6, Town 1, Range 6 East, City of Dayton
Montgomery County, Ohio
February 25, 2016

Situated in Section 6, Town 1, Range 6 East, City of Dayton, Montgomery County, Ohio, being part of the existing right-of-way of Lakeview Avenue (all references to deeds, official records, microfiche numbers, instrument records and plats refer to the Montgomery County Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows;

Beginning at the northeast corner of Lot 67771 of the revised and consecutive number of lots on the Plat of the City of Dayton, as shown on the Pineview Subdivision, Section One and recorded in Plat Book "DD", Page 47, thence North 02°43'02" West, 155.54 feet and being the **Point of Beginning** of the following described tract of land:

thence North 64°50'24" West, 149.47 feet;

thence with a curve to the right with a radius of 133.70 feet, an arc distance of 36.22 feet, a delta angle of 15°31'18" and a chord bearing and distance of North 51°37'44" East, 36.11 feet;

thence North 59°23'26" East, 33.19 feet;

thence along a curve to the right with a radius of 15.00 feet, an arc distance of 23.37 feet, a delta angle of 89°16'15" and a chord bearing and distance of South 75°58'27" East, 21.08 feet;

thence with a reverse curve to the left with a radius of 282.95 feet, an arc distance of 91.54 feet, a delta angle of 18°32'08" and a chord bearing and distance of South 40°36'23" East, 91.14 feet;

thence South 02°43'02" West, 28.60 feet to the **Point of Beginning**, containing 0.141 acres (6161 square feet).



GRAPHIC SCALE (IN FEET)
1 inch = 40 ft.



Exhibit B

City of Dayton
DB 1857, Pg. 610
13.79 Acres

City of Dayton
DB 1857, Pg. 610
13.79 Acres

Julia Ann Morris Capers
DMF 77-0328 B09

Vertiner Jay Higgins
and
Patricia Marie Davis
DMF 87-0511 B07

LOT
66218

LOT
66217

LOT
66216

LINE	BEARING	DISTANCE
L1	N 64°50'24" W	149.47'
L2	N 59°23'26" E	33.19'
L3	S 02°43'02" W	28.60'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.22'	133.70'	15°31'18"	N 51°37'44" E	36.11'
C2	23.37'	15.00'	89°16'15"	S 75°58'27" E	21.08'
C3	91.54'	282.95'	18°32'08"	S 40°36'23" E	91.14'

P.O.C.

RIGHT-OF-WAY TRANSFER

C.O.D. to Julie Ann M. Capers

CITY OF DAYTON MONTGOMERY COUNTY, OHIO
SCALE: 1" = 40' DATE: FEBRUARY 25, 2016

DESIGN DRB
DRAWN DRB
CHKD WER
7NT
S31 EAST THIRD STREET
DAYTON, OHIO 45402
OFFICE (937) 435-3200
FAX (937) 291-6549
www.7nteng.com

JOB NO.
S106-QH
SHEET NO.

67769

67770

67771

PINEVIEW SUBD. SECTION ONE
PB "DD", PG 47

Exhibit A

Description for Right-of-Way Transfer
Section 6, Town 1, Range 6 East, City of Dayton
Montgomery County, Ohio
February 25, 2016

Situated in Section 6, Town 1, Range 6 East, City of Dayton, Montgomery County, Ohio, being part of the existing right-of-way of Lakeview Avenue (all references to deeds, official records, microfiche numbers, instrument records and plats refer to the Montgomery County Recorder's Office, Montgomery County, Ohio) and being more particularly described as follows;

Beginning at the northeast corner of Lot 67771 of the revised and consecutive number of lots on the Plat of the City of Dayton, as shown on the Pineview Subdivision, Section One and recorded in Plat Book "DD", Page 47, thence North $02^{\circ}43'02''$ West, 155.54 feet and being the **Point of Beginning** of the following described tract of land:

thence North $64^{\circ}50'24''$ West, 149.47 feet;

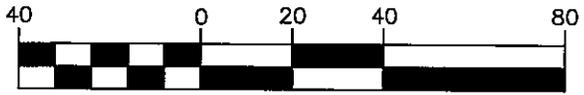
thence with a curve to the right with a radius of 133.70 feet, an arc distance of 36.22 feet, a delta angle of $15^{\circ}31'18''$ and a chord bearing and distance of North $51^{\circ}37'44''$ East, 36.11 feet;

thence North $59^{\circ}23'26''$ East, 33.19 feet;

thence along a curve to the right with a radius of 15.00 feet, an arc distance of 23.37 feet, a delta angle of $89^{\circ}16'15''$ and a chord bearing and distance of South $75^{\circ}58'27''$ East, 21.08 feet;

thence with a reverse curve to the left with a radius of 282.95 feet, an arc distance of 91.54 feet, a delta angle of $18^{\circ}32'08''$ and a chord bearing and distance of South $40^{\circ}36'23''$ East, 91.14 feet;

thence South $02^{\circ}43'02''$ West, 28.60 feet to the **Point of Beginning**, containing 0.141 acres (6161 square feet).



GRAPHIC SCALE (IN FEET)
1 inch = 40 ft.

Exhibit B



City of Dayton
DB 1857, Pg. 610
13.79 Acres

City of Dayton
DB 1857, Pg. 610
13.79 Acres

Julia Ann Morris Capers
DMF 77-0328 B09

LOT
66218

Vertiner Jay Higgins
and
Patricia Marie Davis
DMF 87-0511 B07

LOT
66217

LOT
66216

LINE	BEARING	DISTANCE
L1	N 64°50'24" W	149.47'
L2	N 59°23'26" E	33.19'
L3	S 02°43'02" W	28.60'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.22'	133.70'	15°31'18"	N 51°37'44" E	36.11'
C2	23.37'	15.00'	89°16'15"	S 75°58'27" E	21.08'
C3	91.54'	282.95'	18°32'08"	S 40°36'23" E	91.14'

P.O.C.

67771

67770

67769

PINEVIEW SUBD. SECTION ONE
PB "DD", PG 47

RIGHT-OF-WAY TRANSFER

C.O.D. to Julie Ann M. Capers

CITY OF DAYTON

MONTGOMERY COUNTY, OHIO

SCALE: 1" = 40'

DATE: FEBRUARY 25, 2016

DESIGN DRB
DRAWN DRB
CHKD WER

7NT

531 EAST THIRD STREET
DAYTON, OHIO 45402
OFFICE (937) 435-3200
FAX (937) 291-6549
email: 7nt@7nteng.com
www.7nteng.com

JOB NO.
S106-0H
SHEET NO.

1 OF 1



MEMORANDUM

May 5, 2016

TO: Shelley Dickstein
City Manager

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

SUBJECT: The Vacation of the Right-of-Way in front of 3606 Lakeside Drive.

Attached are the Resolution of Intent, the check of petition to vacate the subject alley, a letter from the City Plan Board recommending the vacation, and the original petition. Please present the resolution to the City Commission for their action.

Petition No. 21126 requesting the vacation was received from Julia A. Capers on April 14, 2016. The property being vacated is no longer needed as public right of way.

If you have any additional questions, please contact me at 3839.

JRW

Attachments

cc: Ms. Clements
Mr. Parlette
Department of Planning
Department of Law
Clerk of Commission
Secretary / Board of Revision of Assessments

CHECK OF PETITION

Right-of-Way in front of 3606 Lakeside Drive.

Checked 4/28/16 by Joseph Weinel

Total Frontage	167.00	lin. ft.
Frontage signed	167.00	lin. ft.
Frontage not signed	0.00	lin. ft.
Percentage signed	100.0%	

Name of Owner	Lot No.	Frontage	B.P.I.
Julia A. Capers	66218	167.00	133-14-8



City of Dayton City Plan Board

Decision Memorandum

September 9, 2015

Ms. Julia Capers
3606 Lakeside Drive
Dayton, OH 45417

Re: V-004-2015 – Public Way Vacation – Approximately 0.135 acres of right-of-way at 3606 Lakeside Drive

Meeting Date: September 8, 2015

Decision: Established Conditions

The City Plan Board found the proposed vacation (map attached) met the criteria cited in R.C.G.O. Section 150.445 (B) and therefore established the following conditions:

1. The applicant shall supply a metes and bounds description with the petition to vacate.
2. The City of Dayton Department of Water shall retain an easement for the existing 8" water main that runs through the subject site. The easement boundaries shall be a minimum of 20-ft wide with the utility centered in the easement. With the written consent from the City of Dayton Department of Water, the storm sewer may be relocated or abandoned at the expense of the applicant.
3. AT&T shall retain an easement over, under, and through the vacated area for existing facilities. With written consent from AT&T, these facilities may be relocated or abandoned at the expense of the applicant.

In order to complete the vacation of this right-of-way, you must pursue the vacation request through the petition process, or process the request through Common Pleas Court. Either method of pursuing the vacation requested can take a minimum of three to four months to complete.

Please contact Tony Kroeger at 937-333-3673 or tony.kroeger@daytonohio.gov if you have any questions.

Sincerely,

Ann Schenking, Secretary
City Plan Board

c: Decision Memorandum Distribution List

By MR. Williams No. 6192-16

A RESOLUTION

Establishing the Community Police Council
And Repealing Resolution No. 6165-16

WHEREAS, The Community Police Council (CPC) was established in 2011 after a high profile incident brought to light historical tensions between the community and police; and

WHEREAS, The CPC serves the Dayton community by promoting mutual responsibility for public safety and by addressing the concerns of all residents; and

WHEREAS, The goals of the CPC are to strengthen relations with police, youth and citizens at large to foster trust, fairness and respect; increase community engagement to reduce and prevent crime and incivility; strengthen mutual accountability for safety; and establish and refine responses and protocols to events that divide community and police; and

WHEREAS, This Commission agrees that it is in the best interest of the City to establish the CPC; and

WHEREAS, This Commission previously adopted Resolution No. 6165-16 on February 3, 2016; now, therefore,

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

Section 1. Community Police Council. This Commission hereby formalizes a Community Police Council ("Council") under the auspices of the Human Relations Council.

Section 2. Purpose and Responsibilities of the Community Police Council.

- a. Create opportunities for residents and youth to engage with police and speak-out about safety in their neighborhoods.
- b. Listen to individuals, social groups and organizations speak frankly about their relations with police.
- c. Build trust through clear and accurate communication.
- d. Respond swiftly to events dividing police from individuals, neighborhoods and the community.
- e. Coordinate activities city-wide to strengthen community-police relations.
- f. Increase community involvement in reducing and preventing crime and incivility by promoting mutual responsibility and accountability throughout the Dayton community for public safety.

- g. Educate community members on the citizen's appeals process and encourage the community to file complaints when they feel they have been victims of police misconduct.
- h. Use community feedback to recommend strategies for improving community police relations.
- i. Review data to identify systemic issues affecting community/police relations and identify potential solutions.
- j. Disseminate annual report to community summarizing data analysis

Section 3. Membership, Appointment and Terms. This Commission shall appoint no fewer than 11 and no more than 15 persons to serve up to two 3-year terms as members of the Council.

- a. The current members of the Council will serve staggering terms of no more than three years to balance continuity with new perspective members and identify members to recommend to the Commission to appoint for the remaining open seats of the Council. Thereafter, terms of office for new members will be three years and will end on December 31st of a year or until a successor is appointed. Members may be re-appointed to a second three year term. Members of the Council may not be re-appointed thereto after such second term until after a one-year absence from the Council.
- b. Every effort shall be made to recruit members based on the following categories:
 - 1. Live or work in the City of Dayton
 - 2. At least one individual between the ages of 18 and 24
 - 3. At least one individuals between the ages of 25 and 35
 - 4. At least one person from the following categories:
 - a. Business
 - b. Social Service/Nonprofit
 - c. Education
 - d. Faith Based
 - e. Government/Law Enforcement
 - f. Community
 - g. Media
 - h. Entertainment
- a. All members of the Council shall possess a high level of interest in improving the relationship between the community and police.
- b. A representative from the City Commission Office shall be an ex- officio member of the Council.
- c. The Executive Director of the Human Relations Council shall be an ex-officio member of the Council.
- d. The City Manager or his or her designee shall be an ex-officio member of the Council.

- e. The Chief of Police and two additional representatives of the Dayton Police Department, preferably one being the head of Internal Affairs, shall be ex-officio members of the Council.
- f. The number of members allowed shall not include ex-officio members of the Council.

Section 4. Officers. This Commission shall designate one member of the Council to serve as Chairperson and one member of the Council to serve as Vice Chairperson for a term of two consecutive years or until a successor is appointed.

- a. The Chairperson shall preside over and conduct the meetings of the Council. The Chairperson may call special meetings of the Council by giving notice of such meetings to each member delivered at his or her place of residence or by electronic communication.
- b. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

Section 5. Compensation. The members of the Council shall serve without compensation.

Section 6. Vacancy and Removal.

- a. Each member shall attend all meetings however, unexcused absence from more than one-half of the meetings in any one calendar year shall result in termination of membership and removal from the Council.
- b. In the event of the death, disqualification, removal, or resignation of any person as member or officer of the Council, the Commission shall appoint a successor to serve the unexpired term of that member or officer.
- c. This Commission, by majority vote, may remove any member of the Committee at any time without notice.

Section 7. Meetings of the Council. The Council shall meet at such times as the Chairperson of the Council directs, but no less than once per quarter. Members of the Council present at each meeting shall constitute a quorum for the transaction of business.

Section 8. Resolution No. 6165-16 adopted on February 3, 2016, is hereby repealed.

ADOPTED BY THE COMMISSION.....MAY 25.....2016

SIGNED BY THE MAYOR.....MAY 25.....2016

Norm Whaley
MAYOR OF THE CITY OF DAYTON, OHIO

Attest:

Rashelle Linder
Clerk of Commission
RL

Approved as to form:

Stephen R. Donaldson Jr.
City Attorney

18165-16 5/25/16