CITY COMMISSION MEETING AGENDA

CITY COMMISSION **DAYTON, OHIO** **SEPTEMBER 7, 2016**

6:00 P.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearing: **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 Sessions: **Dayton Survey Results – (B. LaBrier) - 4:30 p.m.**
    City Manager's Large Conference Room
17. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:

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

1. **Purchase Orders:**

<u>PUBLIC WORKS</u>

A1. Acme Spring, Inc. (parts and repair services as needed through 12-31-16) **$10,000.00**

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

A2. Boone's Power Equipment, Inc. (trimmers, saws, blowers, and related grounds maintenance equipment as needed through 12-31-16) **5,000.00**

RECREATION & YOUTH SERVICES

B1. Crown Personnel Services, Inc. (temporary services as needed through 12-31-16) **67,000.00**

B2. Mid Ohio Golf Car, Inc. (rental and maintenance of golf carts as needed through 12-31-16) **13,860.00**

WATER

C1. Rumpke of Ohio, Inc. (biosolids disposal services as needed through 12-31-16) **125,000.00**

C2. Rieck Group LLC dba Rieck Services (preventative maintenance on chlorine gas scrubbers as needed through 12-31-16) **135,690.00**

-Depts. of Public Works, Recreation & Youth Services and Water.

Total: $356,550.00

2. **Commuter Advertising – Service Agreement** – for media services to market Dayton Water throughout the community – Dept. of Water. **$32,858.00**
(Thru 12/21/17)

3. **Westlake Reed Leskosky – Service Agreement** – for professional design services for the construction of the Levitt Pavilion Dayton – Dept. of Public Works/Civil Engineering. **$460,000.00**
(Thru 12/19)

C. Revenue to the City:

4. **Wright Brothers Aero, Inc. – Lease Agreement** – for lease of hangar facility space of 6,000 square feet within the building at 3535 McCauley Drive – Dept. of Aviation/AP Admin. & Finance. **$27,000.00**
(Thru 8/19)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

5. **No. 31513-16** Authorizing the Execution of a Termination of Water Service Agreement and a Regional Amenities Fund Agreement Between the City of Dayton and the City of Clayton; Authorizing the City Manager to Accept the City of Clayton Water Distribution System, and Declaring an Emergency.

Emergency Ordinance – Second Reading:

6. **No. 31511-16** Amending Sections 37.06, 37.10, 115.30 and 115.60; Repealing Existing Sections 37.06, 115.30, 115.60, 115.301, 115.302 and 115.303 of the Revised Code of General Ordinances Relating to Transportation Network Companies, and Declaring an Emergency.

Emergency Ordinances – First Reading:

7. **No. 31514-16** Repealing Resolution No. 4768-96 and Establishing and Describing the Boundaries of the Southwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

8. **No. 31515-16** Repealing Sections 2(c.), 2(d.), 2(e.), and 2(f.) of Ordinance No. 30185-02; Repealing Ordinance No. 29288-96; and Establishing and Describing the Boundaries of the Innerwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

VI. MISCELLANEOUS:

ORDINANCE NO. 31516-16

RESOLUTION NO. 6208-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 927-16

City Manager's Report

1.

From **5530 - CS/Purchasing**

Date September 7, 2016
Expense Type Purchase Order
Total Amount $356,550.00

Supplier, Vendor, Company, Individual
Name **See Below**
Address **See Below**

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

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

Description

PUBLIC WORKS – STREET MAINTENANCE

(A1) P1600519 – ACME SPRING, INC., DAYTON, OH

- Parts and repair services, as needed through 12/31/2016.
- These services are required to maintain vehicle suspensions for City fleet.
- Acme Spring, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $9,350.00 by $10,000.00 for a total not to exceed $19,350.00 and therefore requires City Commission approval.
- This is the second change order to the original purchase order. Alternatives to amending this purchase order were not considered to ensure consistent quality and operational continuity.
- The Department of Public Works recommends approval of this order.
- Authority: $10,000.00

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Equipment Maintenance	61000-6470-1167-99	$10,000.00

Signatures/Approval

for Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

BACK

Updated 06/2016

BACK

PUBLIC WORKS – STREET MAINTENANCE (CONTINUED)

(A2) P1600682 – BOONE'S POWER EQUIPMENT, INC., BROOKVILLE, OH

- Trimmers, saws, blowers, and related grounds maintenance equipment, as needed through 12/31/2016.
- This equipment is required to replenish inventory for equipment and accessories used to maintain City streets, parks and vacant lots.
- This amendment increases the previously authorized amount of $10,000.00 by $5,000.00 for a total not to exceed $15,000.00 and therefore requires City Commission approval.
- This is the first change order to the original purchase order. Alternatives to amending this purchase order were not considered to ensure consistent quality and operational continuity.
- The Department of Public Works recommends approval of this order.
- Authority: $5,000.00

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	10000-6430-1301-54	$5,000.00

RECREATION AND YOUTH SERVICES – GOLF

(B1) P1600661 – CROWN PERSONEL SERVICES, INC., DAYTON, OH

- Temporary services, as needed through 12/31/2016.
- These services are required to provide temporary staffing services for the City's Golf Division.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 16001K with firm pricing through 12/31/2016.
- Crown Personnel Services, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $338,000.00 by $67,000.00 for a total not to exceed $405,000.00, and therefore requires City Commission approval.
- This is the first change order to the original purchase order. Alternatives to amending this purchase order were not considered because a price agreement is already in place.
- The need for additional funds is due to unanticipated operating expenses.
- The Department of Recreation and Youth Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Miscellaneous	59000-6550-1221-56	$67,000.00

RECREATION AND YOUTH SERVICES – GOLF (CONTINUED)

(B2) P1600265 – MID OHIO GOLF CAR, INC., HEATH, OH

- Rental and maintenance of golf carts, as needed through 12/31/2016.
- These goods and services are required to maintain City owned golf carts and rental of additional units to ensure adequate supplies at Kittyhawk, Madden and Community golf courses.
- Mid Ohio Golf Car, Inc., is recommended as the sole Ohio distributor for Yamaha brand golf carts presently owned by the City, therefore this purchase was negotiated.
- This amendment increases the previously authorized amount of $40,000.00 by $13,860.00 for a total not to exceed $53,860.00 and therefore requires City Commission approval.
- This is the third change order to original purchase order. Alternatives to amending this purchase order were not considered because a price agreement is already in place.
- This purchase order amendment is required for Community, Kittyhawk and Madden Golf Courses, the normal operating costs have increased due to aging fleet and need to supplement the cart inventory.
- The Department of Recreation and Youth Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Maintenance Agreements	59000-6550-1166-56	$13,860.00

WATER – WATER RECLAMATION

(C1) P1600605 – RUMPKE OF OHIO, INC., DAYTON, OH

- Biosolids disposal services, as needed through 12/31/2016.
- These services are required for proper disposal of biosolids in accordance with Ohio Environmental Protection Agency (OEPA) regulations.
- Rates are in accordance with the City of Dayton's existing price agreement with firm pricing through 12/31/2016.
- Rumpke of Ohio, Inc. qualifies as a Dayton local entity.
- This amendment increases the originally authorized amount of $310,000.00 by $125,000.00 for a total not to exceed $435,000.00, and therefore requires City Commission approval.
- This is the second change order to the original purchase order. Alternatives to amending this purchase order were not considered because Rumpke of Ohio, Inc. is the only company that has the capability to dispose of the amount of biosolids the City generates.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Sludge Disposal	55000-3460-1126-54	$125,000.00

WATER – WATER SUPPLY AND TREATMENT

(C2) P1601088 – RIECK GROUP LLC dba RIECK SERVICES, HARRISON TOWNSHIP, OH

- Preventative maintenance on chlorine gas scrubbers, as needed through 12/31/2016.
- These services are required to maintain equipment at the Water Supply and Treatment Plant.
- Ten possible bidders were solicited and one bid was received. This order establishes a price agreement through 8/31/2019.
- The Department of Water recommends acceptance of the sole bid.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Professional Services	53000-3430-1159-54	$27,690.00
2017	Other Professional Services	53000-3430-1159-54	$40,000.00
2018	Other Professional Services	53000-3430-1159-54	$40,000.00
2019	Other Professional Services	53000-3430-1159-54	$28,000.00

The aforementioned departments recommend approval of these orders.

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Preventative Maintenance On Chlorine Scrubbers
Dept./Div.: Water Supply and Treatment
Requisit No.137WTWS6

IFB N16051
08-16-16 @2:00PM

			No.:	1
			BIDDER NAME & STREET ADDRESS:	Rieck Distributors
			CITY:	Harrison Township
			STATE & ZIP:	OH 45414
			Recommended for Award	x
			QUALIFIES FOR LOCAL PREFERENCE?	NO
			QUALIFIES FOR CERTIFIED PREFERENCE?	NO
			LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO
tem No	ITEM DESCRIPTION	U/M		UNIT /EXT
	Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process			
	Preventative Maintenance On Chlorine Scrubbers			
	2013/2014 Cost for Both Units			
1	Every Three Month Service (City can perform the (k) Bump test)	LOT		$2,664.00
2	Annual Service	LOT		$10,656.00
3	Parts and Labor	LOT		Included
	2014/2015 Cost for Both Units			
1	Every Three Month Service (City can perform the (k) Bump test)	LOT		$2,744.00
2	Annual Service	LOT		$10,976.00
3	Parts and Labor	LOT		Included
	2015/2016 Cost for Both Units			
1	Every Three Month Service (City can perform the (k) Bump test)	LOT		$2,827.00
2	Annual Service	LOT		$11,308.00
3	Parts and Labor	LOT		Included
	For work outsidet the scope of services and with prior approval by the Division of Water Supply and Treatment the following labor rates:	per hour		$87.00
		overtime		$109.00
		Holiday		$131.00
	Firm Price Agreement			
	Through August 31, 2017 YES / NO			YES
	If NO, for how long?			
	Options to renew for additional 12-months			NO
	September 1, 2017 through Aufust 31, 2018			
	Maximum Percentage of increase			3%

CITY OF DAYTON, OHIO - PURCHASING DIVISION - BID TABULATION
For: Preventative Maintenance On Chlorine Scrubbers
Dept./Div.: Water Supply and Treatment
Requisit No.137WTWS6

IFB N16051
08-16-16 @2:00PM

			No.:	1
			BIDDER NAME & STREET ADDRESS:	Rieck Distributors
			CITY:	Harrison Township
			STATE & ZIP:	OH 45414
			Recommended for Award	x
			QUALIFIES FOR LOCAL PREFERENCE?	NO
			QUALIFIES FOR CERTIFIED PREFERENCE?	NO
			LOCAL / CERTIFIED PREFERENCE A FACTOR IN AWARD?	NO
tem No	ITEM DESCRIPTION	U/M		UNIT /EXT
	Please Read all bid responses to ensure that all information received from vendor is reviewed and used in the evaluation process			
	Preventative Maintenance On Chlorine Scrubbers			
	Options to renew for additional 12-months			NO
	September 1, 2018 through Aufust 31, 2019			
	Maximum Percentage of increase			3%
			TERMS:	NET 30
			F.O.B.:	DEST
			DELIVERY:	

• = lowest bid X = vendor selected for award

THE FOLLOWING VENDORS WERE SOLICITED BUT DID NOT BID:

All solicited vendors submitted a bid.

1. Fred B Debra Company 2. Mechanical Systems of Dayton Inc. 3. Trame Mechanical 4. Dresser Roots

BACK

City Manager's Report

2.

From **3410 - Water Director**

Date **September 7, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$32,858.00 (thru 12/21/2017)**

Name **Commuter Advertising**

Address **49 Park Avenue, Suite C**
Dayton, Ohio 45419

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Operating Fund	53000-9970-1192-54	$16,429.00
2017 Water Operating Fund	53000-9970-1192-54	$16,429.00

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

Description

MEDIA SERVICES

The Department of Water requests permission to enter into an Agreement with Commuter Advertising, Inc. in the amount of $32,858.00 for media services to market Dayton Water throughout the community. Service includes 26 Regional Transit Authority (RTA) bus wraps to advertise the water utility for a period of two consecutive months in 2016 and 2017, to bring awareness and educational opportunities about the City's award-winning water utility.

Commuter Advertising, Inc. is the only representative in Dayton, Ohio who provides RTA bus signage.

The Agreement shall commence upon execution by the City and shall expire upon expenditure of all funds provided or on December 21, 2017.

This Agreement has been reviewed by the Law Department as to form and correctness.

A Certificate of Funds is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT161506

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract _____ Renewal Contract _____ Change Order

Contract Start Date	9/7/2016
Expiration Date	12/21/2017
Original Commission Approval	$ 32,858.00
Initial Encumbrance	$ 16,429.00
Remaining Commission Approval	$ 16,429.00
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	$ -
Remaining Commission Approval	$ -

Required Documentation

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

Amount: $ 16,429.00	Amount:
Fund Code 53000 - 9970 - 1192 - 54 - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)
Amount:	Amount:
Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)	Fund Code ___ - ___ - ___ - ___ - ___ - ___ (Fund, Org, Acct, Prog, Act, Loc)

Attach additional pages for more FOAPALs

Vendor Name: Commuter Advertising, Inc.

Vendor Address: 49 Park Avenue, Suite C (Street) Dayton, (City) OH (State) 45419 (Zipcode + 4)

Federal ID: 26-2739149

Commodity Code: 80158

Purpose: Award of Contract for Media Services

Contact Person: Lisa Burton-Yates Water/Water Engineering (Department/Division) 8/24/16 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature [signature] Date 8-29-16

CF Prepared by [signature] Date 8/25/16 CF/CT Number CT161506

SA 8/25/16

AGREEMENT FOR MEDIA SERVICES

THIS AGREEMENT is entered into this _____day of _____, 2016, between the City of Dayton, Ohio, ("City") and Commuter Advertising, Inc., ("Contractor"), a Delaware corporation having its principal place of business at 49 Park Avenue, Suite C, Dayton, Ohio 45419.

W I T N E S S E T H:

WHEREAS, the City of Dayton, Department of Water is seeking Media Services to market Dayton Water and it's water services with Commuter Advertising, Inc.; and,

WHEREAS, advertisement on RTA buses will provide the opportunity for the Water Department to be featured throughout the City of Dayton and Montgomery County for a 2 month period creating top-of-the-mind awareness and educational opportunities for the department.

WHEREAS, Contractor is qualified and available to provide the services to the City.

NOW THEREFORE, in consideration of the promises contained in this Media Sales Agreement ("Agreement"), the City and Contractor agree as follows:

ARTICLE 1. TERM

The Agreement shall commence upon execution by the city and it shall terminate upon expenditure of all funds provided herein or on December 21, 2017, whichever date is earlier. The City, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 10, J.

ARTICLE 2. SERVICES

Contractor shall provide 26 King signage (144"x 30") and advertising over a consecutive two month period once in 2016 and once in 2017 (for a total of four months of advertising) (hereinafter "Services"), as described in Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed Thirty-Two Thousand Eight Hundred Fifty-Eight Dollars and Zero Cents ($32,858.00). The contractor shall invoice the City for the first payment upon completion of the first month of the advertising in 2016 and the second 2016 invoice shall be submitted to the City upon completion of the consecutive two months of advertising. The Contractor shall invoice the City for the first 2017 payment upon completion of the first month of advertising and the Contractor shall invoice the City for the final 2017 payment upon completion of the consecutive two months of advertising. Invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all marketing materials that might be necessary or useful to help complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses for bodily injury, death, or third party property damage to the extent such claims, losses, damages, or expenses are caused by Contractor negligent or willful acts, errors, or omissions.

This Article 6 shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement,

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

(1) General liability insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
(2) Non-owned Automobile liability insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
(3) Employers' liability insurance, having a limit of $500,000 for each occurrence.
(4) Professional liability insurance, having a limit of $1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Contractor legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation. In the event of a claim, Contractor shall make copies of applicable insurance policies available for review by the City. Contractor, however, shall retain its right to restrict disclosure of Contractor proprietary information contained in such policies in accordance with Article 8.

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

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

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by The Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement.

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

B. GOVERNING LAW

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

C. COMMUNICATIONS

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

Commuter Ads:	Commuter Advertising Headquarters Dayton, Ohio 45419 Attention: Russ Gottefman President
City:	City of Dayton, Department of Water 320 West Monument Avenue Dayton, Ohio 45402 Attention: Mr. Michael Powell Interim Director, Department of Water

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

G. INDEPENDENT CONTRACTOR

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

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

The parties may mutually agree to extend the term of this Agreement to a later date. The Director of the Department of Water is authorized to extend the term of this Agreement for the City.

K. POLITICAL CONTRIBUTIONS

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

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF DAYTON, OHIO

_____
City Manager

Date:_____

COMMUTER ADVERTISING, INC.

By: _____

Its: _____

APPROVED:

_____
Interim Director, Department of Water

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2016

Min./Bk. _____ Pg. _____

_____
Clerk of Commission

ATTACHMENT A
TO
AGREEMENT FOR Commuter Ads Media Agreement

City:	**City of Dayton, Ohio**
Project:	**Media Marketing**
Contractor:	**Commuter Advertising Inc.**

SCOPE OF SERVICES

1. The City will receive exposure through the use of 26 King Media Signs (see description in 3 below) for a consecutive two (2) month period (advertising period), in 2016 and 2017, depending on advertising space availability
2. Messaging for the signs will be delivered to Commuter Advertising from Hafenbrack Marketing Agency dba Upward Marketing Agency.
3. King Media signs are 144" x 30" with City of Dayton messages framed out with a 1" border to make it "pop" off the buses. The signs will be located on the driver side of the bus.
4. Kramer Graphics, a local company will print the bus signs and take them over to RTA for installation services for the 26 RTA signs to travel throughout selected routes within the City of Dayton and Montgomery County, and surrounding jurisdictions.
5. The buses run from Dayton, to as far as Austin Landing, Germantown, West Carrollton, Brookville, Clayton, Englewood, Dayton Airport, Vandalia, Huber Heights, Wright Patterson, Beavercreek, The Greene Town Center, Kettering and surrounding areas.

BACK

City Manager's Report

3.

From **6450 - PW/Civil Engineering**

Date **September 7, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **$ 460,000.00** (Thru 12/19)

Name **Westlake Reed Leskosky**

Address **1422 Euclid Avenue, Suite 300**
Playhouse Square
Cleveland, Ohio 44115

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Outdoor Public Facilities G. O.	49603-6450-1159-54	$ 460,000.00

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

Description

LEVITT PAVILION DAYTON – PROFESSIONAL DESIGN SERVICES

It is recommended that the City Manager be permitted to enter into a Professional Services Agreement with Westlake Reed Leskosky in an amount of $460,000.00 for design services for the construction of the Levitt Pavilion Dayton. The project involves the design of an outdoor entertainment venue at the site of current Dave Hall Plaza. The scope of work includes the preparation of detailed plans, specifications, and a cost estimate for the construction of an open lawn venue that will accommodate 5,000 people and provide an amphitheater and related audio and visual resources that are in accordance with national Levitt Pavilion site and structure requirements and standards. The project is scheduled to be bid in the summer of 2017.

Five consultants responded to the City's request for Proposals. Westlake Reed Leskosky has been recommended by a selection committee as the lowest and best bid proposal and will provide the above-mentioned services for a fee not to exceed $460,000.00. The agreement is effective upon execution by the City and will expire on December 31, 2019. The agreement was reviewed and approved by the Department of Law.

A copy of the Professional Services Agreement and a Certificate of funds are attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF FUNDS

CT16-1511

SECTION I - to be completed by User Department **NO DRAFT DOCUMENTS PERMITTED**

X New Contract ____ Renewal Contract ____ Change Order

Contract Start Date	09/07/16
Expiration Date	12/31/19
Original Commission Approval	$ -
Initial Encumbrance	$ -
Remaining Commission Approval	$ -
Original CT/CF	$ 460,000.00
Increase Encumbrance	$ -
Decrease Encumbrance	$ -
Remaining Commission Approval	$ 460,000.00

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: $460,000.00	Amount:
Fund Code 49603 (Fund) 6450 (Org) - 1159 (Acct) - 54 (Prog) - ____ (Act) - ____ (Loc)	Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)
Amount:	Amount:
Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)	Fund Code ____ (Fund) - ____ (Org) - ____ (Acct) - ____ (Prog) - ____ (Act) - ____ (Loc)

Attach additional pages for more FOAPALs

Vendor Name: Westlake Reed Leskosky 216-522-1350

Vendor Address: 1422 Euclid Avenue, Suite 300 (Street) Cleveland (City) Ohio (State) 44115 (Zipcode + 4)

Federal ID: 34-0240010

Commodity Code: 92517

Purpose: Levitt Pavilion Dayton - Design Services

Contact Person: Stephen Finke (x3839) Public Works/Civil Engineering (Department/Division) 8/25/2016 (Date)

Originating Department Director's Signature: [signature]

SECTION II - to be completed by the Finance Department

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

Finance Director Signature: [signature] Date: 8-30-16

CF Prepared by: [signature] Date: 8/30/16 CF/CT Number: CT16-1511

SA 8/30/16

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated this ____ day of _____, 2016 is between the City of Dayton, Ohio, a municipal corporation of the State of Ohio ("City") and Westlake Reed Leskosky ("Consultant");

WITNESSETH THAT:

WHEREAS, City issued a Request for Proposals for design of a public space for performing arts known as Levitt Pavilion Dayton for the City of Dayton; and

WHEREAS, Consultant responded to City's Request for Proposal, setting forth that it is experienced and qualified to provide the consulting services, and willing to provide such consulting services to City; and

WHEREAS, Consultant's response to the Request for Proposal has been accepted by City.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, City and Consultant agree as follows:

ARTICLE 1- SERVICES TO BE PERFORMED

Consultant shall perform the design services for the Project described in Exhibits A, B, and C, Request for Proposal. To the extent not inconsistent with Exhibits A, B, and C, Consultant shall perform the work and services for the project and comply with the representations detailed in Consultant's response the RFP, hereinafter referred to as the Proposal, copies of which are attached as Exhibits D and E and incorporated herein by reference.

For purposes of this Agreement, all professional design services to be performed by Consultant shall be hereinafter referred to as the "Services." Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.

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

ARTICLE 2- COMPENSATION

The City shall pay Consultant a sum not to exceed Four Hundred Sixty Thousand Dollars and Zero Cents ($460,000.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the rates for each service to be provided as set forth in fees outlined in the Proposal. Consultant may submit invoices to City for partial payment on a monthly basis.

ARTICLE 3- TERM

This Agreement shall commence upon execution by City and shall terminate on December 31, 2019, unless extended to a later date by mutual written amendment to this agreement or terminated according to Article 6 of this Agreement.

ARTICLE 4- INDEMNIFICATION

Consultant agrees to indemnify the City, its elected officials, officers and employees from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the negligent performance or non-performance of this Agreement and/or the negligent acts, omissions or negligent conduct of Consultant or its employees, contractors, subcontractors, and representatives.

ARTICLE 5- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain at least the following insurance:

(1) General/Comprehensive liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate; and
(2) Automobile liability insurance, with a combined single limit of One Million Dollars ($1,000,000) for each person and One Million Dollars ($1,000,000) for each accident; and
(3) Workers' compensation insurance, in such amounts as required by Ohio law, and Employer's liability insurance with a limit of Five Hundred Thousand Dollars ($500,000) for each occurrence; and
(4) Professional liability, with a minimum annual aggregate of Five Hundred Thousand Dollars ($500,000); and
(5) Errors and omissions insurance in the amount of Five Hundred Thousand Dollars ($500,000), to protect the City from any errors that Consultant or its employees may perpetrate in the preparation of the plans, specifications, and cost estimates and any resulting damage from said errors.

All policies of general/comprehensive liability insurance required herein shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. All insurance policies, excluding Workers' compensation insurance, shall contain the requirement that City be notified thirty (30) days in advance of any termination or diminution of coverage.

Within thirty (30) days of the execution of this Agreement, Consultant shall furnish City with copies of certificates of insurance demonstrating compliance with the insurance requirements contained within.

Consultant shall provide City with prompt written notice of: (1) the cancellation or threatened cancellation of any insurance policy required hereunder, and (2) the filing of any claim with respect to the performance of Services under this Agreement.

ARTICLE 6- TERMINATION

This Agreement may be terminated by City upon written notice in the event of substantial failure by Consultant to perform according to the terms of this Agreement. Consultant shall have fifteen (15) calendar days from the date of the termination notice to cure or submit a plan for cure or submit a plan for cure acceptable to City. If a plan to cure is not accepted, then this Agreement will be terminated immediately and City shall pay Consultant only for those services accepted by the City.

City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Consultant thirty (30) days before termination or suspension. If termination or suspension is for City's convenience, upon restart, an equitable adjustment may be made to Consultant's compensation, if necessary. In the event of termination by City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

In either event, Consultant shall terminate the Services according to a schedule acceptable to City.

ARTICLE 7- COMMUNICATIONS

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

Consultant: Westlake Reed Leskosky
1422 Euclid Avenue
Suite 300
Playhouse Square
Cleveland, Ohio 44115
Attention: Jonathan Kurtz

City: City of Dayton
Department of Public Works
101 West Third Street
Dayton, Ohio 45402
Attention: Stephen J. Finke, Deputy Director

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

ARTICLE 8- NON DISCRIMINATION

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

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

ARTICLE 9- CONFIDENTIALITY

Either party may provide the other with information that it considers confidential or proprietary. Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the market place or trade of which the party is a part. Confidential information is information that, under the laws of the State of Ohio, is classified as being "private". Such information shall be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for two (2) years following the date of disclosure of the confidential or proprietary information, it shall not disclose such information of the other to any third party without the other party's written consent. During this two-year period, each party shall protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it shall only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

Nothing in this Article shall prohibit or limit either party's use or disclosure of confidential or proprietary information: (i) previously known to it without an agreement of confidentiality, (ii) independently developed by it, (iii) that is or becomes publicly available through no breach of this Agreement by the other party, (iv) when such disclosure is required by an order of a Court or under state or federal law, or (v) when such disclosure is authorized in writing by a party to this Agreement.

ARTICLE 10- OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of City upon payment.

Consultant shall retain its rights in standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant.

ARTICLE 11- GENERAL PROVISIONS

A. Waiver

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

B. Delay

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City of Consultant under this Agreement.

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

C. Governing Law & Venue

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

D. Meetings and Evaluation

Consultant shall meet with City's designees at such times designated by City to review and discuss performance of this Agreement. Consultant shall cooperate with City in all respects concerning the review and monitoring of Consultant's performance pursuant to this Agreement.

E. Independent Contractor

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

Consultant, its employees and any person retained or hired by Exhibitor to perform duties and responsibilities under this Agreement are not City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

F. Assignment

Consultant may not assign any rights or duties under this Agreement without the prior written consent of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Paragraph shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

G. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

H. Amendment

This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing, executed by a duly authorized representative of City and Consultant, approved by the City's Director of Public Works, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.

I. Political Contributions

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

J. Effect of Conflicting Documents

In the event any conflict between this Agreement and any term or condition found within any other document; including, but not limited to Exhibits A, B, C, D, and E the terms and conditions of this Agreement shall control.

K. Entire Agreement/Integration

This Agreement together with Exhibits A, B, C, D, and E represents the entire and integrated agreement between City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

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

WITNESSED BY:

_____

_____

WESTLAKE REED LESKOSKY

By:_____

Its:_____

WITNESSED BY:

_____

_____

CITY OF DAYTON, OHIO

_____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

_____
Clerk of the Commission

EXHIBIT A

REQUEST FOR PROPOSAL DATED MAY 2016

CITY OF DAYTON, OHIO
LEVITT PAVILION DAYTON
REQUEST FOR PROPOSALS

PROJECT IDENTIFICATION:

Construction of Levitt Pavilion Dayton
Dave Hall Plaza in the City of Dayton
Montgomery County, Ohio
Constructed in 1974

PURPOSE:

Design of a public space for use as a venue to experience performing arts. The site is currently known as Dave Hall Plaza, and is bounded by East Fourth Street, South Main Street, and South Jefferson Street in Downtown Dayton.

PROJECT DESCRIPTION:

The scope of work will include a preliminary engineering study which will generate a minimum of three conceptual pavilion designs with associated costs. The construction budget for this site is estimated as $4 million to $4.5 million. Upon review of the preliminary concepts, the City, Friends of Levitt Dayton, and the Mortimer and Mimi Levitt Foundation will select one of the designs to proceed into a detailed plan development phase of the project. The consultant will be required to lead and manage all design sub-consultants and activities to develop the site.

The consultant will be responsible for accommodating the following site conditions in the Levitt Pavilion Dayton in a form approved by the stakeholders:

- Establish walkways for controlled public access to the site from South Main Street, East Fourth Street, and South Jefferson Street. Final location, configuration, profile and finished grade will be determined through the design process, but will at a minimum meet the requirements of the American Disability Act (ADA).
- Create an open lawn setting to accommodate 5,000 people.
- Provide all necessary utilities to the pavilion.
- Consider Dayton's creative heritage in aviation and innovation as inspiration for the design.
- Consider and incorporate design elements from the surrounding environment of Dave Hall Plaza. Integrate the design to reflect the design genetics that are unique to downtown Dayton.
- Include the existing sculptures and Bike Share at Dave Hall Plaza into the design.
- Reforest the existing treescape.
- Consider alternative energy sources such as solar or geothermal.
- Consider green infrastructure for storm water management.
- Conduct soil borings. The water table is estimated to be 8 feet below the surface.
- Incorporate project sponsors into the design.

The consultant shall be licensed to work in the State of Ohio. The design team shall include a team environment that ensures the expectations of the customer are fully met regarding functionality, durability, architectural style and performance venue development. The consultant shall have design experience in a similar indoor/outdoor performance venue of the same capacity. Information provided should reflect the design team's capability to coordinate and manage multi-disciplinary projects of this nature.

The following is a list of disciplines that each consultant is suggested to consider when assembling a design team to perform the scope of work described herein. This list is a recommendation and can be changed as needed based upon the design of this project:

- Architecture
- LEED Certification
- Landscape Architecture
- Mechanical, Electrical, and Plumbing Engineering
- Geotechnical Engineering
- Structural Engineering
- Civil Engineering, including storm water management
- Land Surveying
- Acoustics for Performing Arts
- Dramatic Design and Lighting for Pavilion Stage and grounds
- Security, Access Controls, Voice & Data Telecommunications, Audio/Video
- Building Code and ADA Compliance
- Interior Design

The City of Dayton will provide the consultant with past plans of the site and surrounding right-of-way. The Consultant shall perform a complete topographic and property survey. Detailed plans shall in general be in the City of Dayton's standard format. The design will be governed by City of Dayton's Construction and Material Specifications, latest edition, Mortimer & Mimi Levitt Foundation Site and Structure Requirements, and Levitt Brand Standards. Project construction documents shall be prepared in English units.

The consultant shall meet the following tentative schedule.

- Issue RFP-Week of May 9, 2016
- All RFP Questions due-May 20, 2016 (Send to ruth.bickel@daytonohio.gov.)
- Answers to RFP Questions- May 23, 2016
- RFP responses due – June 3, 2016
- RFP reviews and consultant interviews – June 2016
- Anticipated award of contract – mid-July 2016 (kickoff meeting held shortly thereafter)
- Public involvement meeting showing conceptual drawings – October 2016
- Plan Board Approval Meeting- November 8, 2016
- Stage 1 submittal 30% Design Plans – January 15, 2017
- Stage 2 submittal 70% Design Plans- March 1, 2017
- Final design plans ready for building permit submittal and bidding- April 1, 2017

Preliminary and final plans shall be forwarded to all impacted utilities and telecom providers within the project area. The consultant shall record and keep documentation on all correspondence with and plan submissions to and reviews from all utilities. The consultant shall

coordinate all activities of the utility and telecom providers during plan preparation and prior to construction.

PROJECT FUNDING:

City of Dayton Capital Funds
Friends of Levitt Pavilion Dayton Capital Campaign
Mortimer & Mimi Levitt Foundation

REVIEW SUBMISSIONS REQUIRED:

Preliminary Design Concepts
Stage 1 (30% completed design) - 6 copies
Stage 2 (70% completed design) - 6 copies
Final Plans- 6 copies

Review submissions will be made to the City of Dayton, Division of Civil Engineering. The consultant will coordinate all comments received as a result of each submission. The consultant will submit monthly progress reports to the City of Dayton summarizing the status of the design, including an update of the design schedule. Dispositions of the City of Dayton's comments of the Stage 1 and Stage 2 submissions are required.

PUBLIC INVOLVEMENT MEETINGS:

At least one public involvement meeting shall be held in Dayton and required to complete the Friends of Levitt Pavilion Dayton's approval. The consultant shall prepare exhibits including perspective renderings of three conceptual pavilion designs and site layouts for the first public meeting. The consultant shall include the price for two public meetings in the fee proposal.

PROPOSED DESIGN DATA:

The site shall be a minimum of 2 acres and designed to accommodate 5,000 people in an open lawn setting. The lawn must be a natural bowl or graded upslope away from the stage for optimum viewing throughout the lawn area and shall be the type of seeding or sodding appropriate for use as "lawn seating." Attractive landscaping, appropriate to the site and venue, should include walkways and plants to set a relaxed atmosphere. An underground sprinkler system is recommended to provide 4-5 inches of topsoil and healthy grass. The site shall meet ADA standards.

The venue must be accessible by large vehicles for loading and unloading production equipment. Appropriate ease and safety of ingress/egress must be considered and addressed. Accommodations for space allocated to performer's support vehicles in close proximity to the stage area must be made. The access way must be sufficient design to accommodate semi-trailer loading, 8 inches deep, minimum of concrete, and a minimum of 10 feet wide. Sufficient lighting for safety at the venue site and in parking areas and along pedestrian travel, is required. Ambient light is recommended. There should be ample lighting for Friends of Levitt Pavilion Dayton booths, food and beverage vendors, and merchandise vendors. This may require an additional 100-150 amps dedicated to grounds lighting.

Friends of Levitt Pavilion Dayton booths, food and beverage vendors, and merchandise vendors must be dedicated to the sides and back of the lawn. These sites should be flat, have ample electricity, and have views of the stage. The Friends of Levitt Pavilion Dayton supporters shall have a designated hospitality area that allows donors, elected officials, key stakeholders, and sponsors to host guests. The hospitality area should be located at either the back of the lawn or the sides of the lawn, and have, at minimum, a concrete pad to comfortably accommodate tables and chairs for 100 individuals and electrical capacity to support catering. A set of restrooms should be adjacent to the hospitality area and serve exclusively the users of that area.

Public restrooms shall be constructed on site.

The amphitheater shall be a new construction and must include the following basic requirements:

- Meet ADA standards.
- Open air stage with roof- minimum 50 feet wide at the front and 30 feet deep at the center, with minimum approximate square footage of 1,100 square feet; roof must cover at least 70% of stage. The stage may include angled sides that provide some protection from the elements as well as supports the appropriate propagation of sound while providing sight lines for all attendees.
- A minimum of two dressing rooms, at least 130 square feet per room, each equipped with built-in counters, proper lighting, and mirrors for make-up applications, and a minimum of one full-length mirror in each dressing room.
- A minimum of two ADA accessible bathrooms located in the backstage area; such bathrooms are only for use by Levitt personnel and performers.
- Backstage area to include one or more showers for performers.
- One artist green room of a minimum of 270 square feet; equipped with built-in counters and kitchenette.
- Climate- control system for all rooms in the backstage area.
- Secure and climate-controlled storage area, a minimum of 300 square feet, for sound and lighting equipment.
- Telephone System.
- Wi-Fi capability.
- Standard electrical power for an outdoor performing arts venue- a minimum of 500 amps dedicated to sound and lighting with each system on a separate circuit.
- Overhead beams, lighting grids, and/or side trusses to accommodate professional lighting.
- Prominent permanent, horizontal signage naming the structure "Levitt Pavilion Dayton" visible to the audience.
- Concrete pad, minimum 8 feet by 8 feet, for a front of house sound station in the lawn area.
- Height of stage between 36 inches and 40 inches to create an intimate environment for the audience to allow children to experience performer close-up.
- Digital screens, visible to the audience and unobtrusive, installed as part of the venue to highlight sponsors and supporters and showcase promotional pieces before and after concerts.
- Backstage area to include office, large enough to be functional, for use by the Friends of Levitt Pavilion Dayton staff year-round.

- A minimum of two dog waste stations.

As listed these are basic or minimum dimensions and requirements. It is incumbent on the bidder to propose and maximize the recommended stage configuration, storage, and outbuildings based on the experience of the bidder with respect to similar performance pavilions and venue capacities.

All design components shall be installed to meet or exceed local building codes.

Lighting and sound shall be state-of-art and appropriate to the standards of the Mortimer & Mimi Levitt Foundation. LED lights are highly recommended. Recording equipment is recommended to be included in the sound system. The concrete pad for the front of house sound station in the lawn area shall be the best location for highest quality sound. An acoustician should be consulted to determine the "sweet spot" at the site. Consideration should be made and addressed regarding the placement and design of the stage as it impacts the acoustical reverberations reflected by the surrounding structures outside the perimeter of Dave Hall Plaza. An underground, waterproof duct for conduit to accommodate the front of house station is required. The duct shall be deep enough to allow growth of grass directly above.

The consultant shall investigate the presence of any utilities within the project limits and coordinate removals/relocations with the affected utilities during the design phase of the project.

FINAL PLANS:

Final, approved building plans shall be submitted by the consultant to the City of Dayton for a building permit. The consultant will be responsible to pay for the permit.

The plans shall be approved by the Mortimer and Mimi Levitt Foundation and Friends of Levitt Dayton.

Final construction plans, specifications and a detailed cost estimate (including quantities) shall be provided to the City of Dayton, Division of Civil Engineering for public bidding. The plans shall be forwarded to the City on 24"x 36" reproducible sheets and electronic file (Autocad and downloadable ASCII Text File, utilizing the current City of Dayton field code library). The City will provide the successful consultant with the field codes prior to the beginning of work. The City of Dayton will bid and manage construction of the project. Shop drawing review is to be included as part of the professional services of the consultant under this contract. Consultant shall also provide an hourly fee for value engineering services during construction.

INSURANCE:

The successful firm will be required to maintain the following insurance during the performance of the contract:

1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.
2) Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of $500,000 for each occurrence.
4) Professional Liability Insurance, with a limit of $500,000 annual aggregate.
5) Errors and Omissions Insurance in the amount of $500,000.

PROPOSAL:

The proposal shall indicate the firm's statement of qualifications including the firm's history, education, experience of key technical personnel, the firm's experience in designing similar projects, staff to be used on this project including project manager, present workload, and references. The information provided shall also include a time frame and fee schedule to complete the plans, specifications, and cost estimate.

- Demonstrate that past experience includes completed projects in the last 10 years that reflect successfully designed and constructed performance venues or similar assembly spaces. Provide date, size, scope and cost of each project.
- Provide references of facility owners/operators that were associated with referenced projects.

Provide qualifications of the key personnel and consultants to be responsible to the project, including:

- The education and experience of the members of the project team
- Certification and other professional registration requirements
- Identify past successful teaming experiences on similar projects

The proposals submitted by the responding firms will be evaluated based on personnel assigned to the project, experience, fee, and schedule (see attached "Firm Rating Form"). The proposals should specifically address the firm's experience in design of similar projects. The evaluation committee will closely review each firm's qualifications to determine if projects have been completed on time and within budget.

Four copies of the proposal must be received by 5:00 PM, Friday, June 3, 2016 at the following location:

Stephen Finke
Deputy Director
Department of Public Works
Division of Civil Engineering
101 West Third Street
Dayton, Ohio 45402

Engineering Firm Rating Form

Project: Levitt Pavilion

Selection Committee: City of Dayton-Ruth Bickel, Keith Steeber, John Gower, Amy Walbridge, and Tony Kroeger; Friends of Levitt Pavilion Dayton- Kevin Deal, Vice Chair, Sandy Bashaw, Secretary, and April Mescher, Project Director; Mortimer & Mimi Levitt Foundation- Sharon Yazowski, Executive Director

Evaluation Criteria

I. TEAM PROPOSED FOR THIS PROJECT (Weight- 10 Points)

Key personnel, Sub-Consultant, Background of each

II. PROPOSED MANAGEMENT PLAN (Weight- 10 Points)

III. PREVIOUS EXPERIENCE OF TEAM PROPOSED FOR THIS PROJECT (Weight- 20 Points)

Team organization for design

IV. DESIGN APPROACH FOR PROJECT (Weight-20 Points)

A. What problems do you anticipate and how do you propose solving them?
B. Describe innovative approaches to be used to address problems.

V. PERFORM WITHIN TIME LIMITS (Weight- 10 Points)

Techniques to assure schedule will be met.

VI. AFFIRMATIVE ACTION PRACTICES (Weight- 5 Points)

VII. FEE (LUMP SUM) (Weight- 25 Points)

EXHIBIT B

REQUEST FOR PROPOSAL ADDENDUM NO. 1
DATED MAY 23, 2016

ADDENDUM NO. 1

Levitt Pavilion Dayton
(Private Funding)

TO ALL CONSULTANTS:

This Addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become a part of the Contract.

All bidders are requested to attach this Addendum to the Proposal and return to the City.

1. The Due Date for all Proposals is Friday, June 3.

2. Is a preliminary design concept required with the Proposal?
A) No preliminary design concept is required; just if you want to provide one.

3. Please confirm that the Selection Committee expects a written description of our process addressing Points A and B. That is, Proposers are not expected to provide graphical design ideas with the Proposal.
A) Yes, we require a written description.

4. How many firms was the RFP sent to and how far away were they?
A) 28 and they were within 3.5 hours.

5. Services are listed on page 2. Generally the owner is responsible for Geotechnical and Land Survey. Are you requesting that the Design team contract for these services? And if so, should these fees be listed separately from the lump sum fee?
A) Yes, we are requesting that the design team contract these services. No, these fees are not listed separately and are part of the design fee.

6. Cost estimating is not included in the list of services. Who would be responsible for these services?
A) The design team is responsible for this service.

7. Should the preliminary study – that generates three conceptual pavilion designs- (including the renderings) be priced separately from the balance of the proposal?
A) Yes, the renderings should be priced separately.

8. Please describe the anticipated bidding process. i.e. will the project be bid to pre-qualified general contractors? Or other?
A) The bidding process will be a bid open to a contractor. There will not be a contractor prequalifying phase, but they will have to be approved by our Humans Relations Council.

9. Has Dayton been officially selected as a Levitt site? Is the funding for this project already secured?

A) Yes, Dayton has been selected as a Levitt Site. The funding is on –going and anticipate the capital campaign being completed in September 2016.

10. What is included in the stated construction budget of $4-$4.5 million? Does that include all sound, lighting and theatre equipment?

A) All sound, lighting, and theater equipment are included in the $4- $4.5 million dollar budget.

11. Will this be a traditional design bid build delivery?

A) No, it will not be.

May 23, 2016
Stephen Finke
Deputy Director
Department of Public Works

EXHIBIT C

REQUEST FOR PROPOSAL ADDENDUM NO. 1 ATTACHMENTS
LEVITT PAVILION REQUIREMENTS AND STANDARDS

LEVITTPAVILIONS
Community through music

Levitt Pavilions Site & Structure Requirements

Site Requirements

The site requirements for developing a Levitt Pavilion have been designed to create a quality musical experience at a first-rate facility in an aesthetically pleasing and welcoming environment. These requirements reflect the high professional standards that artists and audiences can expect of all Levitt venues. Each element creates an inviting, outdoor performing arts venue that becomes an integral part of community life in your city.

The following site requirements of the Mortimer & Mimi Levitt Foundation and Levitt Pavilions are the basis for funding eligibility for Friends of Levitt organizations.

Seating Capacity

The site must be a minimum of two acres in size designed to accommodate an audience capacity of approximately 5,000 people in an open lawn setting. If permanent seating is required, either because of City codes or ADA requirements, it must be located on the sides or at the back of the lawn, such that access and views to the front of the stage are open to all.

Parking and Public Transportation

The site must have access to adequate parking and Friends of Levitt must develop a parking plan. Adjoining land, existing surface parking, street parking, parking lots and parking garages in the immediate area within reasonable walking distance are all acceptable options. Private parking spaces that are not normally available to the public may be included in the parking plan if a long-term written agreement with Friends of Levitt and the owner of such private parking spaces permits use during concerts. Immediate access to good quality, well-utilized public transportation can be considered when developing the parking plan. Prior to funding, Friends of Levitt must provide a plan to the City that assures adequate available parking and public transportation, if applicable.

Landscaping

The site must either have a natural bowl or be graded as a gradual upslope away from the stage to achieve optimum viewing throughout the lawn area. Attractive landscaping, appropriate to the site and venue, should include walkways and plantings to enhance a casual and relaxed ambiance. An underground sprinkler system is recommended to maintain four to five inches of topsoil and healthy grass. The site must meet ADA standards.

Access/Load-in

The venue must be accessible by large vehicles to accommodate load-in and load-out of production equipment. The access way should be concrete and a minimum of 10 feet wide.

Lighting
Sufficient lighting for safety, at the venue site and in parking areas and along walkways, is required. Ambient lighting at the site is highly recommended. There should also be ample lighting for Friends of Levitt booths, food and beverage vendors, and merchandise vendors. This may require an additional 100 to 150 amps dedicated to grounds lighting.

Vendor Accommodations
To the sides and back of the lawn, there should be designated areas designed to accommodate Friends of Levitt booths, food and beverage vendors, and merchandise vendors. Such accommodations to include lighting, as mentioned previously, flat surfaces and ample electricity. Vendor areas should be in front of the venue, so vendors and individuals at the booths have views of the stage.

Public Restrooms
Access to public restrooms is required for Levitt concerts and events. Restrooms may be located at the site or in a nearby building, as long as the facilities are within reasonable walking distance for children and seniors. Restrooms in the backstage area of the venue are only for the use of Levitt personnel and performers.

Hospitality Area
To ensure successful relationships with Friends of Levitt supporters, a designated hospitality area is required. The hospitality area should be located at either the back of the lawn or the sides of the lawn, so the center and front areas of the lawn remain open to everyone. Throughout the concert season, the hospitality area provides a space for Friends of Levitt to host donors, elected officials, and key stakeholders and for funders and sponsors to entertain their guests. The hospitality area should have, at minimum, a concrete pad to comfortably accommodate tables and chairs for at least 100 individuals and electrical capacity to support catering and sufficient lighting for safety.

WiFi
Free WiFi capability throughout the venue lawn area is recommended.

Structure Requirements
Whether new construction or renovation of an existing facility, the venue must be designed to include the following basic requirements and must meet ADA standards for accessible design:

- Open air stage with roof – minimum 50 feet wide at the front and 30 feet deep at the center, with minimum approximate square footage of 1,100 square feet; roof must cover at least 70% of stage.
- A minimum of two dressing rooms, at least 130 square feet per room, each equipped with built-in counters, proper lighting, and mirrors for make-up application, and a minimum of one full-length mirror in each dressing room.
- A minimum of two ADA accessible bathrooms located within the backstage area; such bathrooms are only for the use of Levitt personnel and performers and not for use by the general public.
- One artist green room of a minimum of 270 square feet, equipped with built-in counters and kitchenette.
- Climate-control system for all rooms in backstage area.

- Secure and climate-controlled storage space, a minimum of 300 square feet, for sound and lighting equipment.
- Telephone system.
- WiFi capability.
- Standard electrical power for an outdoor performing arts venue – a minimum of 500 amps dedicated to sound and lighting with each system on a separate circuit.
- Overhead beams, lighting grids, and/or side trusses to accommodate professional lighting.
- Prominent permanent, horizontal signage naming the structure "Levitt Pavilion for the Performing Arts" or "Levitt Pavilion City Name" or "Levitt Pavilion" visible to the audience.
- Concrete pad, minimum 8 feet by 8 feet, for a front of house sound station in the lawn area.
- Underground, water-proof duct for conduit to accommodate the front of house station.
- Height of stage between 36 inches and 40 inches to create an intimate environment for the audience and to allow children to experience performers close-up.
- Digital screens, visible to the audience, installed as part of the venue to highlight sponsors and supporters and showcase promotional pieces before and after concerts.

The following design elements are recommended based on the experiences of existing Friends of Levitt organizations. Incorporating these elements into the design of your venue will contribute to successful operations. Recommended venue design elements include:

- Backstage area to include an office, large enough to be functional, for use by Friends of Levitt staff either year-round or specifically during the concert season.
- Backstage area to include one or more showers for performers who travel directly, often long distances, from one engagement to the next.

Friends of Levitt should consult with other arts nonprofits, local schools and universities, other community organizations, concert promoters, various City departments, and other entities that will likely use the venue to ensure the venue is designed to accommodate their use needs as well.

All design components shall be installed to meet or exceed local building codes. The architectural plans shall be mutually acceptable to the Mortimer & Mimi Levitt Foundation and Levitt Pavilions. The architect of record for the project and Friends of Levitt shall coordinate with Levitt Pavilions to ensure all site and structure requirements are met.

Lighting and Sound

State-of-the-art lighting and sound systems appropriate to the standards of the Mortimer & Mimi Levitt Foundation and Levitt Pavilions are required. LED lights are highly recommended. It is also highly recommended that recording equipment be included in the sound system. Site plans should include a concrete pad, minimum 8 feet by 8 feet, for a front of house sound station in the lawn area. The exact spot will be the optimal location for highest quality sound production. An acoustician should be consulted to determine the "sweet spot" of your venue site. An underground, waterproof duct for conduit to accommodate the front of house station is required. The duct should be deep enough to allow growth of grass directly above.

LEVITT BRAND STANDARDS

USE OF LEVITT NAME AND MARKS

The Levitt Foundation grants Friends of Levitt a non-exclusive, nontransferable, royalty-free license to use the LEVITT Name and Marks in connection with the operations of Friends of Levitt and the Levitt Pavilion.

A. The official name of the Levitt Pavilion shall be "Levitt Pavilion for the Performing Arts, CITY NAME" (the "**Name**") until DATE (typically 50 – 99 years from execution of the tri-party agreement). The Name may, wherever used, be shortened to appear as "Levitt Pavilion" or "Levitt CITY NAME."

B. Until DATE, signage with the name "Levitt Pavilion for the Performing Arts" or "Levitt Pavilion CITY NAME" or "Levitt Pavilion" shall be affixed to the stage of the Levitt Pavilion in a prominent manner visible to the audience while viewing performances (the "Sign"). The Sign shall be designed for optimal capture on film and for photography. Placement, size, and material of the Sign shall be agreed upon in writing by Friends of Levitt, the Foundation, and the City. At all times the Sign shall be preserved and at no time shall the Sign be partially or fully covered. Materials used for display of the Sign shall be durable to withstand inclement weather conditions and the Sign shall remain in good condition and repair at all times.

C. The Sign shall be the only name of an entity permanently affixed to the exterior of the Levitt Pavilion, including the stage and roof of the Levitt Pavilion. With the exception of temporary signage acknowledging the concert series title sponsor, Friends of Levitt shall not offer or allow any third party signage, whether permanent or temporary, of any size or prominence equal to or greater than the Sign as affixed to the Levitt Pavilion. At no time shall there be a name of an entity placed on the roof of the Levitt Pavilion. Naming opportunities for donors and funders other than the Foundation include the Levitt Pavilion backstage area and individual backstage rooms as well as the lawn area, hospitality areas, walkways, light posts, etc. In recognition of the Foundation's long-term funding commitment and lifelong partnership, the venue, stage and roof are not available for naming.

D. Wherever the Name appears for publicity, marketing, advertising, community outreach, fundraising, merchandise, formal communications with artists, signage, and any other use of the Name in the public realm: (i) referring to the Levitt Pavilion as "the Pavilion," regardless of the media of communication, is not acceptable; and (ii) wherever the Name appears, including electronic communications, print materials, signage, and merchandise, "Levitt" shall be larger or of equal size to "Pavilion."

E. The Name shall appear in all print, electronic and broadcast communications regarding the concert series and the Levitt Pavilion, including the Friends of Levitt website, logo, publicity, press releases, media relations, advertising, signage, marketing, fundraising, events, community outreach, artist relations, social media, and merchandise, and on any other items produced by Friends of Levitt which would customarily contain the Name. Further, Friends of Levitt shall require users, promoters, exhibitors and all other persons or entities contracting use of the Levitt Pavilion for ticketed or non-ticketed events to use the Name in all promotional activities and efforts associated with producing such events, including publicity, press releases, media relations, advertising, marketing, and social media.

BRANDING & PARTICIPATION IN THE LEVITT NETWORK

Friends of Levitt shall acknowledge the Foundation and recognize Friends of Levitt's participation in the Levitt Network as follows:

A. The Foundation logo shall appear clearly on all Friends of Levitt collateral materials including brochures, flyers, and banners and in electronic communications including digital screens, e-newsletters, e-blasts, the Friends of Levitt website, and social media, where Friends of Levitt, concert series, and Levitt Pavilion supporters and/or sponsors are recognized and acknowledged. When appearing on the Friends of Levitt website, the Foundation logo shall link to www.levitt.org. When Friends of Levitt uses the Foundation logo, it shall be presented without alteration. In instances when supporter and/or sponsor names are listed instead of logos, then "Mortimer & Mimi Levitt Foundation" shall be listed and linked to www.levitt.org. The Foundation logo and/or name shall always appear in the highest dollar amount and/or recognition category. In the event there is a concert series title sponsor (first tier recognition with only that sole sponsor), the Foundation logo and/or name shall appear in the second tier category of concert series supporters and/or sponsors.

B. A section dedicated to the Foundation and the Levitt Network shall appear on the About page, or comparable page should an About page not exist, of the Friends of Levitt website. Content for this section will be provided and updated annually by the Foundation. This section shall include the Foundation logo which shall link to www.levitt.org.

C. Friends of Levitt shall include a paragraph regarding Friends of Levitt's participation in the Levitt Network in the concert series brochure, or comparable collateral material should a brochure not be printed. Such paragraph shall be legible and the Foundation logo shall appear clearly next to such paragraph. Content for such paragraph will be provided by the Foundation annually.

D. Friends of Levitt shall create a logo that includes "Levitt Pavilion" and "CITY NAME." It is highly recommended that the logo design be reflective of the venue architecture or symbolic of your community. Friends of Levitt shall provide the Foundation with a high resolution, most current version of the Friends of Levitt logo.

E. Friends of Levitt shall maintain one website dedicated to Friends of Levitt, the concert series and the Levitt Pavilion. The domain name for such website shall be www.levittCITYNAME.org with the following domain names always actively pointing to the website:

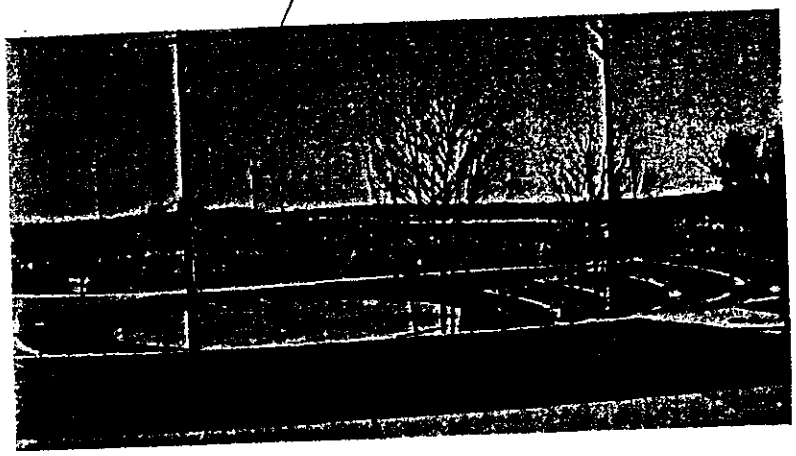
- www.levittpavilionCITYNAME.org
- www.levittCITYNAME.com
- www.levittpavilionCITYNAME.com

F. Friends of Levitt shall actively create awareness of the Levitt Pavilion, promote the concert series and maintain stellar reputations for the Levitt Pavilion and concert series through marketing, advertising, community outreach, and publicity efforts utilizing standard best practices and appropriate current technology. The nature and quality of all goods and services offered by Friends of Levitt in connection with the LEVITT Name and Marks shall be advertised, offered and provided in a high quality manner and consistent with the quality control standards established by the Foundation.

EXHIBIT D

WESTLAKE REED LESKOSKY
PROPOSAL DATED JUNE 3, 2016

Westlake
Reed
Leskosky



Qualifications presented to:

City of Dayton

For Professional Architectural and Engineering Services Related to:

Levitt Pavilion Dayton

3 June 2016

Westlake
Reed
Leskosky

Paul Westlake, Jr. FAIA
Philip LiBassi FAIA
Jason Adolff AIA
Thomas Gallagher AIA
Matt Janiak AIA
Vince Leskosky AIA
Ronald A. Reed FAIA
Shawn Carr PE
Roger Chang PE
Radames Cocco PE
Monica Green FAIA
Jonathan Kurtz AIA
Jason Majerus PE
Rebecca Olson AIA
Peter Rutti AIA
Paul Siemborski AIA

3 June 2016

Stephen Finke
Deputy Director
Department of Public Works
Division of Civil Engineering
101 West Third Street
Dayton, Ohio 45402

RE: RFP for Levitt Pavilion Dayton

Dear Mr. Finke:

Westlake Reed Leskosky (WRL) is delighted to respond to your request for proposal to design a new outdoor performing arts venue at Dave Hall Plaza in downtown Dayton. Headquartered in Cleveland since 1905, WRL is an award-winning architecture, engineering and technology design firm with a national practice in design for the performing arts, including significant experience in outdoor performance venues. As a firm, we seek projects that are in our areas of practice specialization, that are in the public interest, and that have inherent design potential. Based on the information provided in the RFP and gleaned from my site visit on May 24, we believe that this project is just such a "project of desire" and we would be honored to assist the City of Dayton to realize its vision for this project.

Accomplishing this task within the budget available to the City will require creativity, technical expertise, and sensitivity to the context (physical, cultural and economic) – qualities that we believe are hallmarks of our firm. The proper design and development of a functional stage shelter, the accommodation of performers and crews, load-in, lighting, audiovisual and show technology, and acoustics are critical to the operational success of outdoor music venues. We have solved many of these design challenges for other venues both in renovation and new construction and we will bring this experience to bear in approaching your project.

We draw your attention to Tab 2 where we describe our recent work with other outdoor performance venues, including the Blossom Music Center in Northeast Ohio, the Bethel Woods Center for the Arts on the site of the 1969 Woodstock festival, and the new Onondaga Lakeview Amphitheater near Syracuse, NY. We have also included two music and performing arts projects with significant landscape components, the Kohl Jazz Building at Oberlin College and a recent master plan for the Straz Center in Tampa that also involved conceptual planning of an amphitheatre. Finally, we have included two projects more similar in scale to your project: the Custer Nugent Amphitheater in Columbus, Indiana and the Barbara Antonsen Memorial Park Amphitheatre in Sedona (currently under construction).

We regard our approach to design problems as highly practical, combining design and technical excellence with very strong respect for our client's budgets. We have visited the site for your project and have included some initial observations and analysis of the project issues in Tab 4: Design Approach. We have also included an initial draft work plan in Tab 5 and our proposed fee in Tab 6.

New York | 1201 Broadway Suite 1006 New York, New York 10001 | F 212.659.0050 | T 212.564.8705
Phoenix | One East Camelback Road Suite 690 Phoenix, Arizona 85012 | F 602.212.1020 | T 602.212.0451
Washington | 1634 Eye Street NW Suite 900 Washington, DC 20006 | F 202.296.6116 | T 202.296.4344
www.WRLdesign.com

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We are one of most deeply integrated design studios in the United States, and execute as a multi-disciplinary team of engineers, architects, and technical specialists including audiovisual, acoustics, and lighting. Supplementing our in-house architectural, engineering and theatrical team for this project will be MKSK for landscape architecture, LJB for site/civil and transportation, Bowser-Morner for geotechnical, and P|C|S for cost estimating. These firms bring significant experience with the project site, the City of Dayton, outdoor performance venues, and/or with WRL to the project.

We are enthusiastic about this project and trust that the attached qualifications statement describes our firm's experience, capabilities, and approach to your project. Please contact me directly at 216.522.1350 x 7831 or jkurtz@wrldesign.com with any questions or if you need additional information. We thank you for your consideration and look forward to the next steps in your selection process.

Sincerely,

Jonathan Kurtz, AIA
Principal in Charge and Lead Designer

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Introduction to Consulting Team

Westlake Reed Leskosky

Westlake Reed Leskosky (WRL) is a full service, integrated Architecture, Engineering and Technology firm specializing in innovative design for the performing arts, among several other practice areas. The firm's award-winning portfolio encompasses work on approximately 20 outdoor amphitheaters as well as 200+ additional performance venues. Founded in Cleveland, Ohio in 1905, the firm has a 100+ year tradition of design excellence and enduring quality. WRL will provide the following services for the project: Architecture, MEP Engineering, Structural Engineering and Technology design, including Theatre Technical, Lighting, Audiovisual and Acoustics.

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MKSK – Landscape Architecture

Since 1990, MKSK has made an impact on the design and planning fields with creative solutions to a diversity of design challenges. WRL has worked with MKSK on several recent projects including the McCoy Community Center for the Arts and a planned new amphitheatre in New Albany, Ohio and on the campus master plan at the University of Mount Union in Alliance, Ohio. As described later in this submission, MKSK has designed the landscape for numerous outdoor amphitheatres and public parks of varying scales.

MKSK

LJB – Site / Civil / Transportation Engineer

A Miami Valley-based firm since 1966, LJB is headquartered approximately 10 miles from the project site and has past experience with numerous multi-discipline projects in the area. The key personnel proposed for this project all have direct experience working on projects in downtown Dayton.

Bowser-Morner – Geotechnical Engineer

Founded in 1911 and headquartered in Dayton, Bowser-Morner, Inc. specializes in the investigation and analysis of soil and rock conditions for engineering purposes. With a staff of 140, Bowser-Morner has completed geotechnical studies for some of Dayton's most prominent structures including the Dayton Convention Center, Riverscape MetroPark, and the Schuster Center for the Performing Arts. The firm has completed a previous geotechnical on the project site, currently known as "Dave Hall Plaza."

BOWSER
MORNER

P | C | S - Cost Estimator

Project and Construction Services (P|C|S) is a cost estimator with whom WRL has worked since 1988. P|C|S has estimated several hundred projects for WRL, including more than 30 performing arts facilities and several outdoor amphitheatres including Blossom Music Center, Filene Center at Wolf Trap Center for the Performing Arts and the Bethel Woods Center for the Arts. They are very familiar with the level of detail provided by WRL at various design phases, and will work closely with us to identify each potential cost component. Together, WRL and P|C|S have had great success keeping costs controlled on performing arts projects around the country.

PCS
BUILDERS

Following we provide a Firm Profile and additional qualifications on each firm.

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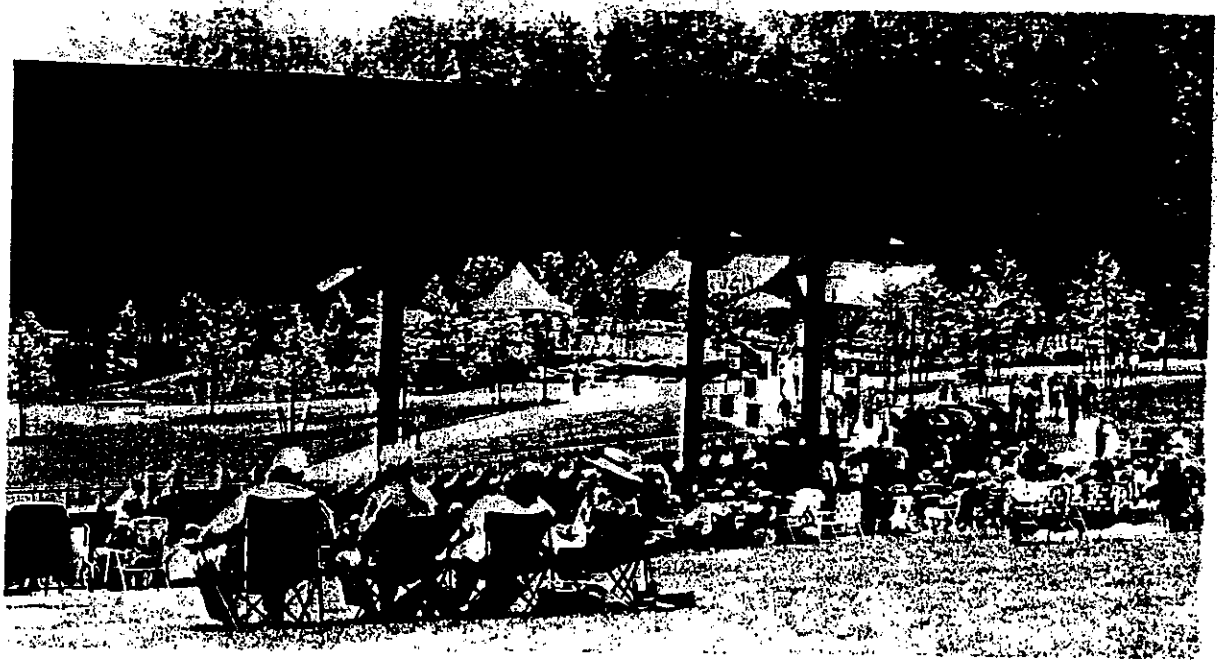
FIRM PROFILE



Westlake Reed Leskosky

Westlake Reed Leskosky (WRL) is a full service, multi-disciplinary design firm specializing in several practice areas, including Performing and Other Cultural Arts. Westlake Reed Leskosky is a Limited Liability Corporation consisting of three members and eight other principals. With a professional staff of approximately 140, the firm maintains an average volume of $2 billion in projects in design and construction and maintains offices in Cleveland, OH; Phoenix, AZ; Washington DC; New York, NY; Los Angeles, CA; and Charlotte, NC.

Performing Arts Specialists

Over the past four decades, our firm has performed significant design work for more than 230 performance venues across the country including: new theatres, amphitheaters, multi-purpose performance spaces, conservatories, recital halls, black box theatres, and historic theatre restorations and adaptive re-use projects. We have worked on four of the five largest performing arts centers in the United States: Playhouse Square in Cleveland, Denver Arts Center, Tampa Bay Performing Arts Center and the John F. Kennedy Center in Washington, DC as well as on multi-use halls nurturing the diversity of college campuses and communities. **We have performed design work for approximately 25 outdoor amphitheaters of varying scales,** including the Blossom Music Center (summer home of the Cleveland Orchestra) and the $100 million Bethel Woods Center for the Arts on the site of the 1969 Woodstock festival. In the last several years, we have also designed a number of new community performing arts centers that feature informal outdoor performance spaces.

Design Recognition

We have been honored with nearly 500 significant design awards in the recent past, including an Ohio AIA Gold Medal Firm Award, a National Endowment for the Arts Federal Design Achievement Award, several honors from the National Trust for Historic Preservation, a national AIA Committee on the Environment Award, and two GSA Design Awards. In 2014, the firm was ranked #1 overall and #5 in sustainability among architectural firms nationally by *Architect* magazine. The firm's work has been featured nationally and internationally in professional and popular publications, including *Architect, Architectural Record, Building Design & Construction, Contract, Interiors and Wallpaper.*

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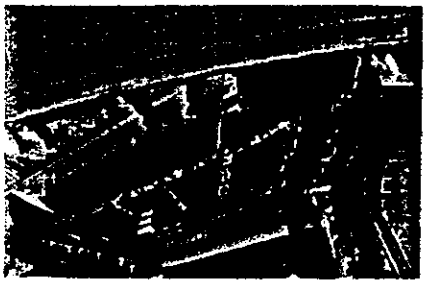
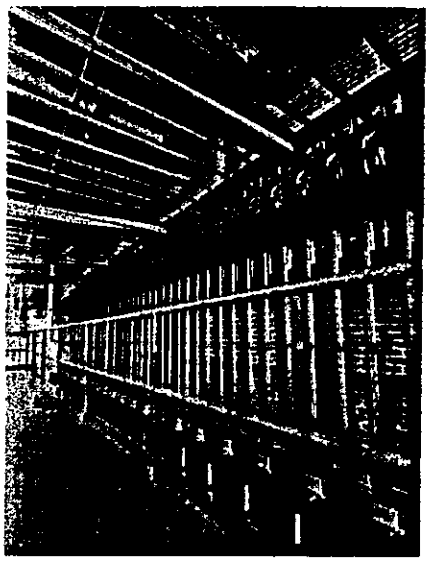
Integrated Design, Multi-Disciplinary Resources

One of WRL's greatest assets is an integrated practice model, which offers our clients comprehensive services and specialized resources within a single firm. Performance spaces require highly specialized engineering and technology and we have integrated into our firm architects, engineers and interior designers who specialize in performing arts design as well as in-house specialists in theatre technical, audiovisual, lighting, acoustics and LEED/sustainable design. WRL can thus consider all aspects of a project—from the aesthetics to function to energy efficiency to equipment needs—from the very beginning. The expertise of each discipline informs the others, resulting in innovative designs, faster resolution of issues, fewer sub-consultants, better coordination of disciplines and greater value to our clients.





Engineering Capacity

Westlake Reed Leskosky employs 40+ in-house mechanical, electrical, and structural engineers who are familiar with the specialized requirements of performance facilities in both new and renovated facilities. Our structural engineers understand the design of difficult spans and the particularities of stagehouse design. Our electrical engineers specialize in power systems for the performing arts, and our mechanical engineers are experts in very low background noise ventilation and energy efficient operating systems. Our engineers' research into comparative systems, budgeting, value analysis, and life cycle costing has resulted in efficient and time-saving designs for numerous projects. The work of the firm's engineers has been recognized by numerous awards, including several prestigious ASHRAE Technology Awards.

Theatre Technical, A/V, Lighting, Acoustics

The firm also brings deep experience in the design of theatrical lighting, technical theatre systems such as rigging and dimming, stage draperies, seating configuration, audio-visual systems and related specifications. The firm's expertise in stage machinery design encompasses orchestra lifts, turntables and one of a kind applications and control systems. Our firm's specialty lighting system designs incorporate the latest computer-controlled stage lighting fixtures and control systems on the market. Our in-house audio-visual and lighting designers also have integrated theatrical systems with the latest audio and visual production and broadcast systems for broadcast, Image Magnification (IMAG) and recording of live performances. WRL also provides integrated Acoustic Design solutions for music and theatre spaces, museums, institutional buildings, lecture halls, classrooms, and other acoustically-sensitive environments. Services include room acoustic design and analysis, internal and external acoustic isolation, and noise control of building systems.

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PROJECTS AND CLIENTS INCLUDE:

Outdoor Amphitheaters and Festival Sites

Barbara Antonsen Memorial Park Amphitheatre, Sedona, Arizona
Bethel Woods Center for the Arts (1969 Woodstock festival site), Bethel, New York
Blossom Music Center (Summer Home of the Cleveland Orchestra), Northampton Township, Ohio
Cain Park Amphitheatre, Ohio
Caramoor Pavilion, New York
Columbus Symphony, Ohio
Custer Nugent Amphitheatre at Mill Race Park, Columbus, Indiana
Devou Park Bandshell, Covington, Kentucky
El Dorado Entertainment District, Amphitheater, Arkansas
Fort Tuthill Amphitheater, Arizona
Governors' Island Amphitheatre, Master Planning, New York
Indianapolis Symphony Amphitheatre, Indiana
Minhang Culture Park Amphitheatre, Shanghai, China
Nederlander Worldwide and IDG Capital, Indoor Theatre and Amphitheatre, Beijing, China
New Albany Amphitheatre, Ohio
Onondaga Lakeview Amphitheatre, Geddes, New York
Palais des Banquets and Palais des Spectacles, Libreville, Gabon
Perici Amphitheatre, Twinsburg, Ohio
Project Niagara, National Arts Centre and Toronto Symphony Orchestras, Ontario, Canada
Sinnissippi Park Amphitheatre, Illinois
Springfield Amphitheatre, Veteran's Park, Springfield, Ohio
Starlight Bowl Renovations, Burbank, California
University of Michigan, North Campus Amphitheatre Study, Ann Arbor, Michigan
Virginia Center, Reno, Nevada
Wolf Trap Center for the Performing Arts (Summer home of National Symphony), Vienna, Virginia

**Additional information on individual projects and client references are included in Tab 3: Project Experience.*

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Leskosky

Affirmative Action Policy

As an equal opportunity employer, Westlake Reed Leskosky will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, gender, national origin (including those for whom English is a second language or those whom are immigrants), sex, ancestry, physical or mental disability (including learning disabilities), past history of mental disorder, medical condition including pregnancy, family care leave, cancer and AIDS, status as a disabled veteran or veteran of the wars including Vietnam, marital status, sexual orientation, or any other non-job related factor. Employment decisions are based on merit, qualifications, and competence; employment practices shall not be unlawfully influenced or unlawfully affected by the characteristics of an applicant or employee. The firm will take affirmative action to ensure that applicants are considered for employment, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or any other non-job related factor. Such action shall include but not be limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Westlake Reed Leskosky Affirmative Action Plan includes the Minorities and Women and the Disabled Workers and Disabled Veterans and Veterans of the Vietnam Era. Employees and applicants who feel that they are covered either by Disabled Workers and/or Disabled Veterans and Veterans of the Vietnam Era and/or Americans with Disabilities Act are invited to self-identify by completing a voluntary self-identification form during recruitment and new hire orientation.

Westlake Reed Leskosky is committed to complying with the regulations set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 as amended, the Vietnam Era Veterans' Readjustment Assistant Act of 1974 as amended, the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended and the Equal Pay Act of 1963 as amended.

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under federal laws.

OVERVIEW OF LJB INC.

LJB references the founding partners—Bill Lockwood, Harold Jones and John Beals—who started the firm in 1966. With a history rich in innovation, you'll meet high achievers, creative thinkers and great communicators at LJB who make time to invent the next big idea to help our clients. While our job is to provide innovative facility and infrastructure design solutions, our mission is to unite the goals of our clients and our people. With team members sitting just down the hall from each other, questions, consultation and cooperative analysis are a part of our everyday work environment. Improving infrastructure, improving communities, improving the quality of life – that's why we're in business.

INTEGRITY DEFINES US

QUALITY DISTINGUISHES US

SERVICE FULFILLS US

CORE PURPOSE AND VALUES

LJB's core purpose is to improve the quality of life. In everything we do, we want to make a difference in our world. We understand the seriousness of our work and the impact of our decisions. Our three fundamental core values are not just mottos we tap into at work. We live them.

OFFICE LOCATIONS IN OHIO

LJB is headquartered in Montgomery County, approximately 10 miles from downtown Dayton, allowing our team to be available to meet with team members on short notice.

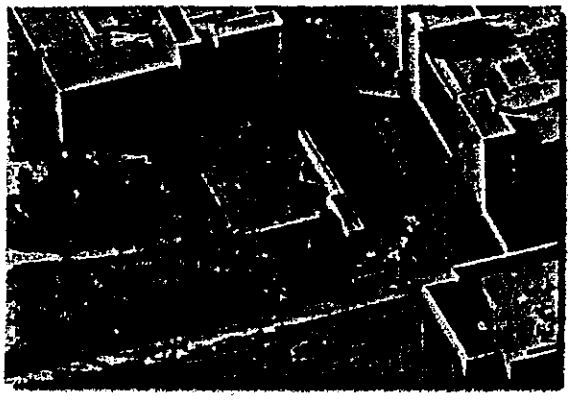
100 percent of the work resulting from this contract will be performed from this office which is important in maintaining constant communication, facilitating project meetings, and allowing for appropriate field visits without inflating the total project cost.

You can rest assured that LJB is intimately familiar with the standards and design practices that will be required for this contract and we will be committed to a timely delivery of work products and timely communication. If a professional is needed in the field, our team has the staff ready and available to meet with project staff on the same or next day to address your concerns.

2500 Newmark Drive
Miamisburg, OH 45342
Telephone: (937) 259-5000

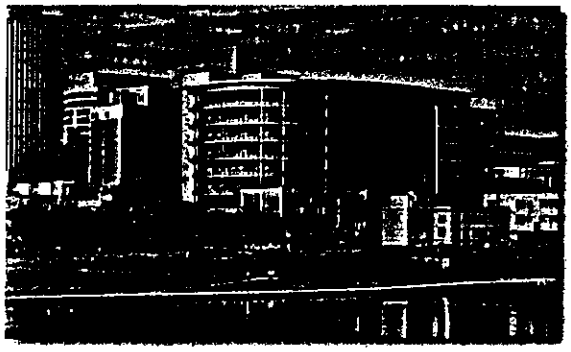
KNOWLEDGE OF LOCAL PREFERENCES AND REQUIREMENTS IN DOWNTOWN DAYTON

A Miami Valley-based firm, LJB is headquartered approximately 10 miles from the project site, allowing us to be available to meet with team members on short notice. Our past experience with numerous multi-discipline projects in the area reflects our commitment to providing practical, timely, and affordable solutions in support the city's long-range vision. **Our key personnel proposed for this project all have direct experience working on projects in downtown Dayton.** Our knowledge of the site will be an asset during the design process and will help eliminate any learning curve for this project thereby containing costs.



SINCLAIR COMMUNITY COLLEGE - TARTAN MARKET AND BUILDING 20 ENTRANCE

LJB has been part of more than a dozen design-bid-build and design-build projects in downtown Dayton. From survey and civil/site design for Sinclair Community College's Tartan Market on West Third Street, to complete site design (including extensive utility coordination and stormwater management) for CareSource's new 300,000 SF corporate headquarters - one of the largest urban construction projects in the state of Ohio, we can point to numerous long, positive relationships with private and public sector clients in the area (City of Dayton, Montgomery County Engineer's Office, Montgomery County Administrative Services to name a few). Our familiarity with the area's regulatory procedures and policies, as well as federal, state and local regulations in the Miami Valley region will maximize this project's return on investment to stakeholders, while minimizing the overall project costs.



CARESOURCE DOWNTOWN DAYTON HEADQUARTERS

PAST RECREATION CENTER/ENTERTAINMENT PROJECT EXPERIENCE

- University of Dayton Fitness and Recreation Complex "RecPlex", Dayton, OH
- Wright State University Setzer Pavilion/Mills Morgan Center Basketball Facility, Fairborn, OH
- Wright State University Nutter Center Traffic Circulation Improvement Study, Fairborn, OH
- Miami University Goggin Ice Center Site Design, Oxford, OH
- Lorain County Metro Parks Mercy Health and Recreation Center - Amherst, OH
- Ft. Lewis Gymnasium and Recreation Center, Tacoma, WA
- Ft. Stewart Gymnasium and Recreation Center, Savannah, WA
- Highland Community Recreation Center, Highland, IL

WRIGHT STATE UNIVERSITY SETZER PAVILION

BOWSER
MORNER

Firm Overvi

Mission

Bowser-Morner's mission is to provide quality, professional services th meet our clients' needs in field and laboratory testing, subsurfa investigations and engineering/scientific expertise.

We are dedicated to professional ethics, value to our clients, and support the public welfare.

Services

Bowser-Morner, Inc. is a team of Professional Engineers, Scientists, an Engineering Technicians who specialize in the investigation and analysis c soil and rock conditions for engineering purposes. In addition t Geotechnical Engineering, Bowser-Morner also provides Constructio Observation and Construction Materials Testing; Geo-Design (design o earthen structures); Laboratory Testing; Subsurface Exploration an Sampling; and Environmental Services.

History

Founded in 1911, Bowser-Morner is a well-established firm that has provided high-quality professional services to industry, government agencies and municipalities throughout Ohio and the U.S. The company employs a staff of 140 including 13 Engineers; 13 Geologists; 4 Environmental Scientists; 64 Technicians; and 4 CADD Operators. Our corporate offices and testing laboratories occupy a modern 70,000-foot complex of buildings in Dayton, Ohio. Regional offices and laboratories are in Toledo, Ohio; Lexington, Kentucky; Springfield, Illinois; and Birmingham, Alabama.

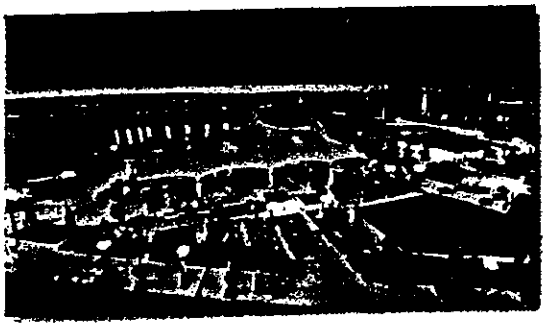
Relevant Work

Bowser-Morner, Inc. has been trusted with geotechnical studies for some of Dayton's most prominent structures including the following…

- Dayton Convention Center, Dayton, Ohio
- Riverscape MetroPark – Pavilion and Bike Hub, Dayton, Ohio
- Schuster Center for the Performing Arts, Dayton, Ohio
- Fifth Third Field; Dayton, Ohio
- Miami Valley Hospital Patient Tower, Dayton, Ohio
- Hollywood Gaming at Dayton Raceway, Dayton, Ohio
- Patient Bed Tower, Dayton Children's Hospital, Dayton, Ohio
- CareSource Building, Dayton, Ohio
- Rose Music Center, Huber Heights, Ohio

In 1994, Bowser-Morner completed a geotechnical study on the proposed project site, currently known as "Dave Hall Plaza." The study, for a proposed National Aviation Hall of Fame, was completed for Lorenz & Williams, Inc.

In sum, our knowledge of local geologic conditions and soil challenges will be a significant resource to our team in the planning and technical evaluation of the project site.



Riverscape MetroPark – Pavilion & Bike Hub
111 E. Monument Avenue
Dayton, Ohio 45402

This popular park, found on Monument Avenue along the Great Miami River in the heart of Downtown Dayton, is a hub of activities for all ages – from concerts and community festivals to popular river rentals. Bowser-Morner provided geotechnical engineering as well as construction observation and testing, including special inspections for the project.

The project was developed through a collaborative partnership of Five Rivers MetroParks, City of Dayton, Miami Valley Regional Planning Commission, Miami Conservancy District, Greater Dayton Regional Transit Authority and Montgomery County, with support from the Downtown Dayton Partnership.

Project Geotechnical Cost: $6,647.00

Completion Date: August, 2007

Reference: Mr. Mark Kline, PLA, ASLA – MKSK Studios; Phone: 614-621-2796; mkline@mkskstudios.com

Schuster Performing Arts Center
1 West Second Street
Dayton, Ohio 45402

The 2,300 seat Benjamin and Marian Schuster Performing Arts Center serves as Dayton's premier performing arts center. The building hosts performances from local, national, and international performing arts groups and is home to the Dayton Opera and Dayton Philharmonic Orchestra. This building serves as more than an arts center, with such additional features as:

- Restaurants
- 15 Story Office Tower
- Condominiums
- Garden Center (the Winter Garden)
- A Penthouse

Bowser-Morner provided geotechnical engineering as well as construction observation and testing services, including special inspections, for this project.

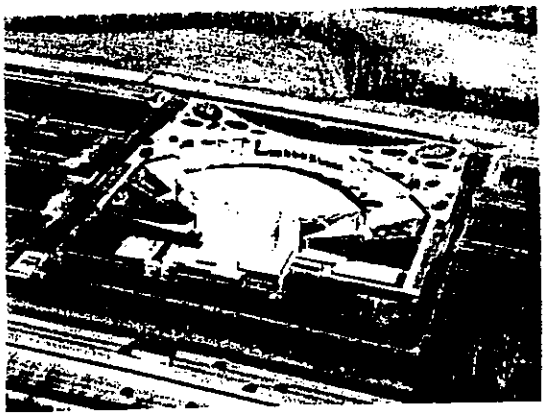
Project Geotechnical Cost: $6,394.00

Completion Date: October, 2000

Reference: Mr. Peter J. Horan – Former President of Second & Main Limited; Phone: 937-293-9043
Mr. Patrick Moore, AIA – GBBN Architects, Inc.; Phone: 513-241-8700; pmoore@gbbn.com

BOWSER
MORNER

Relevant Project Experience



Rose Music Center at The Heights
6800 Executive Boulevard
Huber Heights, Ohio 45424

Located in "The Heights" development in Huber Heights, Ohio, The Rose Music Center is a 4,200 seat, fully covered amphitheater featuring headliner music acts from around the country. The music center also contains facilities for food & beverage concessions sales as well as merchandise sales.

Working directly with the developer and owner (City of Huber Heights), Bowser-Morner provided the following services for this project:

- Geotechnical investigations for the entire center, including parking areas, out lots, and recommendations for building pads. Additional investigations were also performed for a proposed athletic field house and hotel.
- Pavement Design
- Construction observation & materials testing (Soils, Concrete, Rebar, Asphalt), and special inspections

Project Geotechnical Cost: $13,268.00

Completion Date: June, 2013

Reference: Mr. Scott Falkowski, Asst. City Manager, City of Huber Heights; Phone: 937-237-5821
Mr. Ken Conaway, DEC Investment Group; kconaway@carriage-trails.com

Proposed Project Site for The Levitt Pavilion
East 4th Street and Main Street
Dayton, Ohio 45401

In 1994, Bowser-Morner completed a geotechnical study on the proposed project site, currently known as "Dave Hall Plaza." The geotechnical study, for a proposed National Aviation Hall of Fame, was completed for Lorenz & Williams, Inc. Eleven borings were made for the proposed structure.

An alternate location was eventually selected for The Aviation Hall of Fame.

Project Geotechnical Cost: $8,500.00

Completion Date: March, 1994

Reference: Mr. Phil Ruscillo, Formerly of Lorenz and Williams, now with Shell & Meyer, Inc.;
Phone: 937-298-4631; phil.ruscillo@shellandmeyer.com

COMPANY MILESTONES

1988	P|C|S Founded and Incorporated with 3 Employees
	1st Healthcare Project - Cleveland Clinic
	1st CM/Owner's Rep Project - Eliza Jennings
1994	1st Transportation CM Project – Hayden Bus Garage
1995	Headquarters moved to Cleveland from Cincinnati
1996	1st Civic CM Project – Parma Justice Center
1997	1st School CM Project – Rocky River Middle School
2001	1st LEED Project; Geauga YMCA
2003	Wheeling, West Virginia Office Opened
2003	Winner of Weatherhead 100 Fastest Growing Companies in Northeast Ohio
2006	CMAA National Project Achievement Award – West Muskingum HS, Zanesville, OH
	1st Design / Build Project: Luke Air Force Base
2007	CMAA Northern Ohio Chapter Project Achievement Award Lakeside High School, Ashtabula, OH
2008	P|C|S Becomes an ESOP Firm
	P|C|S Celebrates 20 years of construction success
2009	Awarded Largest K-12 School Project to Date, Switzerland of Ohio $86.4 Million
	Winner of Weatherhead 100 Fastest Growing Companies in Northeast Ohio
2010	Awarded Construction Analyst Agent contract for the West Virginia School Building Authority
	Charleston, West Virginia Office Opened
2012	Winner of Weatherhead 100 Fastest Growing Companies in Northeast Ohio
2013	Winner of Weatherhead 100 Fastest Growing Companies in Northeast Ohio
2014	NEO Success Award Winner

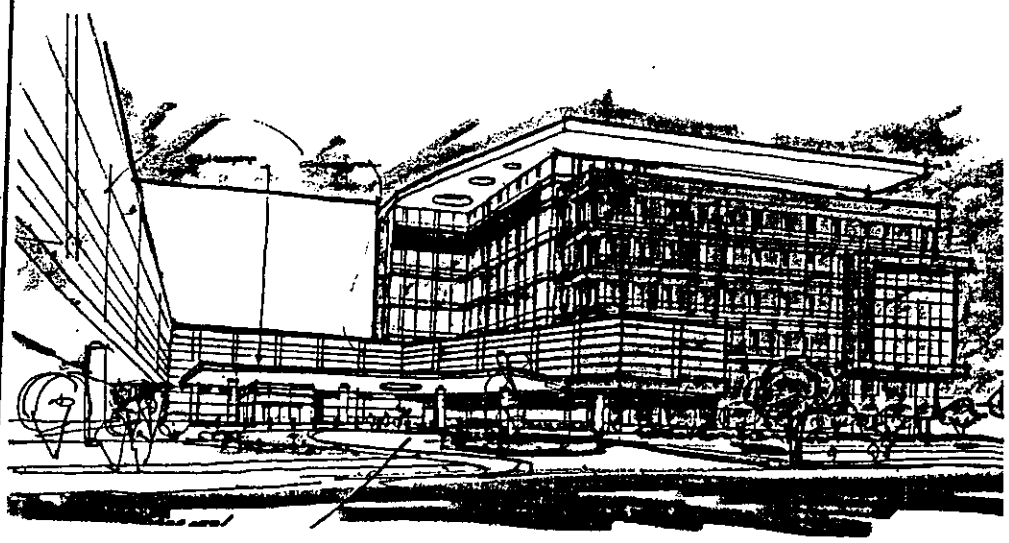
Cost Estimating Overview

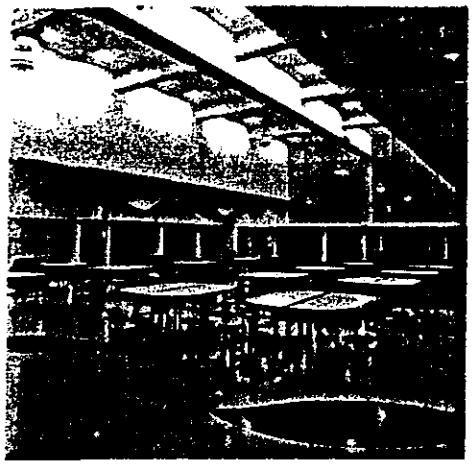
PCS, headquartered in Cleveland, Ohio with branch offices in Barnesville, Ohio c Charleston, West Virginia, was founded in 1988 on the idea that there was a bett to provide pre-construction and construction management services beyond wh traditional market had to offer. The founding principals of PCS were steadfast in t belief that these services could be provided while always being an advocate fo Owner throughout the design and construction process. One of PCS' greatest str is our Estimating Department, which has been providing in-house stand-alone est services for clients for nearly 30 years.

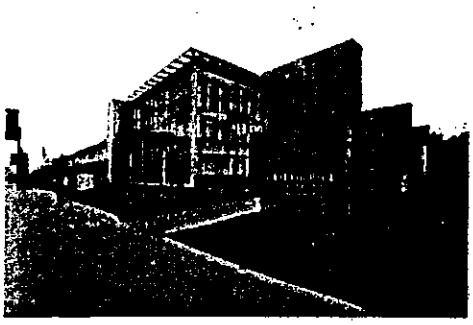
PCS has developed over $20 billion of construction project cost estimates on all t of construction nationally and internationally. As an independent service, we pro in-house architectural, civil, structural, mechanical, electrical, technology, plumbi and fire protection estimating to Owners and architectural firms nationwide. Our i house estimating capabilities are of particular significance when the Value Engine process is undertaken because of our first-hand knowledge of all aspects of the b construction.

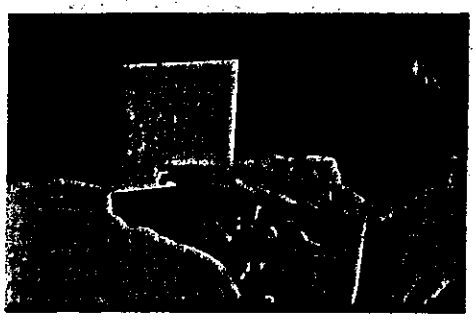
Accurate and well-defined cost estimates are critical to the success of every proje PCS' estimators specialize in providing accurate construction cost estimates from t initial conceptual phase through the detailed design and construction phases. Ou estimating procedures are developed to ensure that each element of the project defined and accounted for in the estimate format.

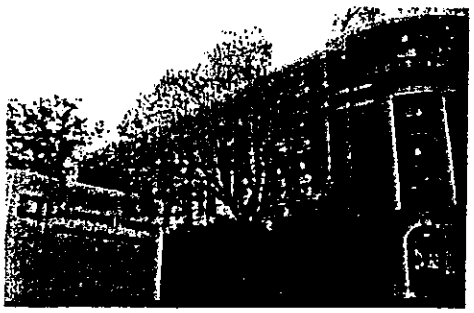
Our estimating efforts begin with the Master Planning and Concept Level estimate the proposed project. These estimates serve as our "Control Budget" for the projec and will be updated to reflect the additional information and details included on t Schematic, Design Development, and Construction Documents. We work with the design team and the Owner throughout the design phase to ensure design compo align with available funds. Our final estimate, prior to bidding, is used to evaluate th competitive bids received for the various elements of work.











PCS works pro-actively with the project team to establish a true monetary reflection of the project. PCS believes the cost estimating process is dynamic and must reflect current design progress and program needs. Over the last two years, material and labor costs have seen a huge increase and decrease and we understand what it takes to stay current with our costing methods.

The initial project estimate is based on preliminary information and serves as the "Cost Budget" for all subsequent estimates. Our in-house, computerized, cost-tracking system was developed to track project costs in a CSI or Building Component format. Our system allows the project team to track project costs and design elements throughout the various phases of design as they evolve into construction. We will work with the design team and the Client throughout the design phase to ensure design components align with available funds.

PCS does not rely on outside contractors for cost information. *We perform all mechanical and electrical estimating in-house. This is particularly valuable since in-house capabilities eliminate any perceived conflict of interest between the Project Team, the Owner, and/or any future bidders.*

Architectural/Civil/Structural Estimating

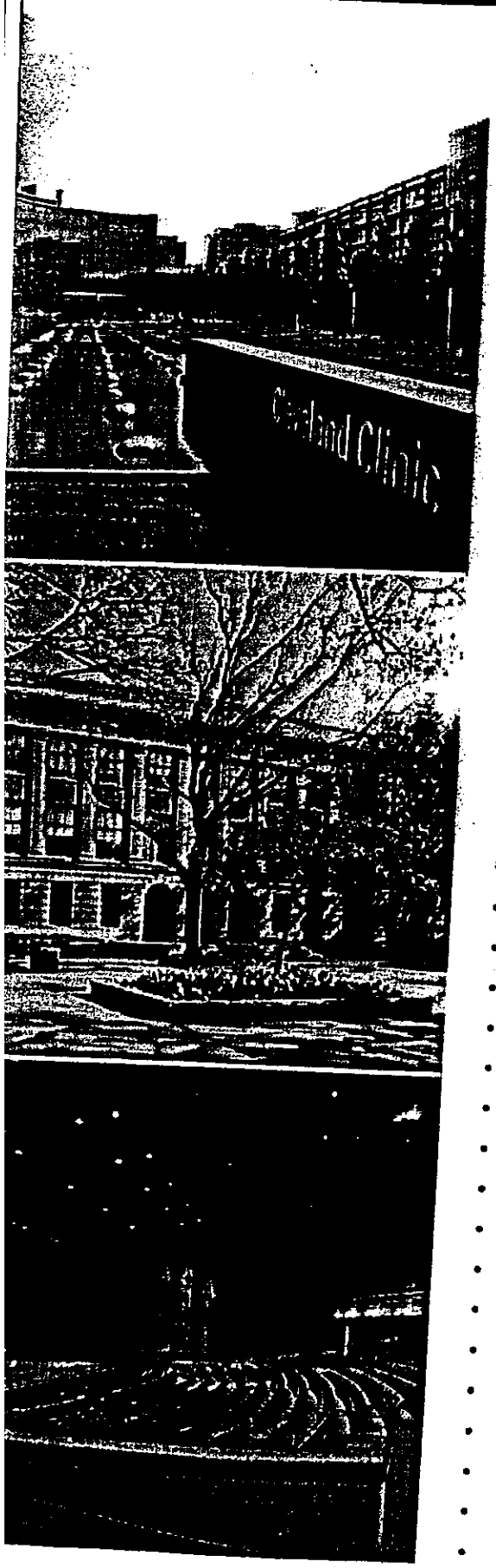
With the A/C/S estimate, PCS accounts for the cost of site development, utilities, structural systems, exterior envelope systems, finish systems such as floors and doors, and equipment specialties. Our estimating software is highly tailorable to meet each client's needs, using a CSI master format allows for easy comparison with the selected CM or GC. This "monitorable" format provides a means of creating an audit trail from the initial estimate to the project's completion.

Mechanical/Electrical/Plumbing Estimating

Our M/E/P Estimators have extensive knowledge in basic and complex projects. They account for all Plumbing, Fire Protection, HVAC, Electrical, Technology, Security and CCTV Systems. All estimates are developed in a material and labor format with extensive detail, which enable PCS and the Owner to perform comprehensive bid evaluations, Value Engineering or change order reviews.

Estimating, even in final stages of project design or at bidding, is more art than science. The preparation of an accurate, thorough and complete estimate demands the estimator build the project in his mind and account for all the nuances of construction regardless of the amount of information available. The less existing information, the more important this activity becomes.

Experience with WRL

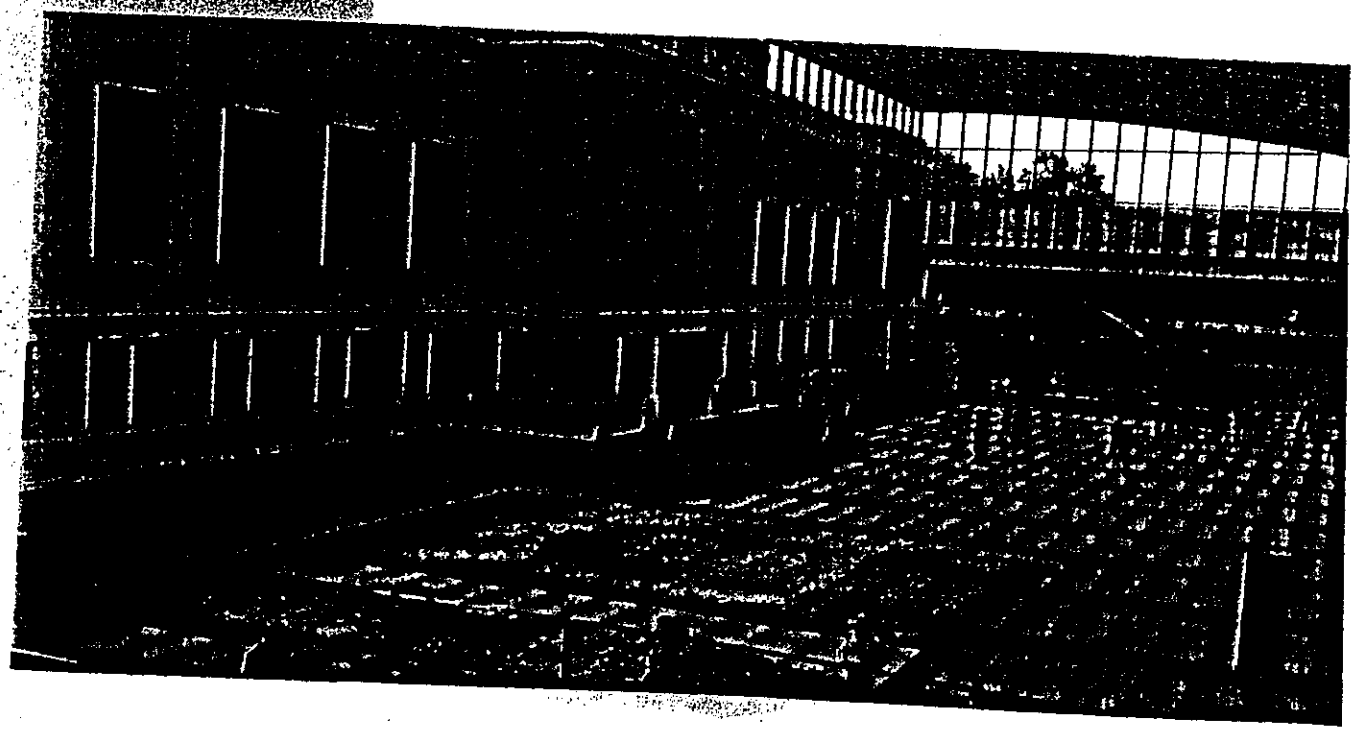


Cost Estimating Projects

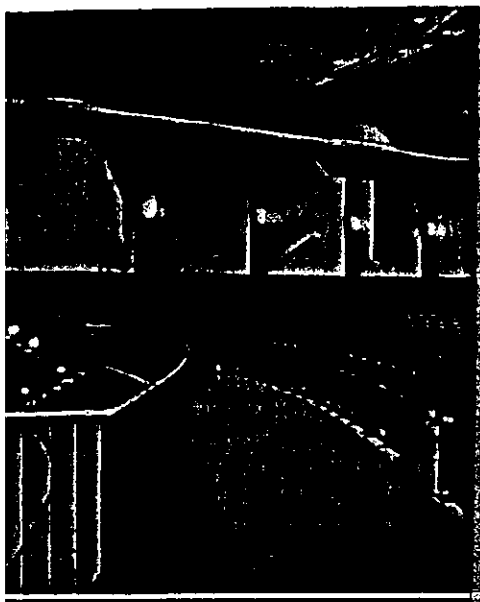
- Allen Theatre, Cleveland, Ohio
- Appletree Theatre, Chicago, Illinois
- Arizona State University, Temple Arizona
- Ashville Civic Center, Ashville, North Carolina
- Aurora Community Center, Aurora, Ohio
- Baldwin Wallace College, Berea, Ohio
- Bardavon Theatre, Poughkeepsie, New York
- Blossom Music Center, Cuyahoga Falls, Ohio
- Bethel Center for the Arts, New York
- Broadview Heights Baptist Church, Broadview Heights, Ohio
- Capital Theatre, Flint, Michigan
- Case Western Reserve University, Cleveland, Ohio
- City of Brooklyn, Brooklyn, Ohio
- Clemens Center Stagehouse, Elmira, New York
- Cleveland Clinic Foundation, Cleveland, Ohio
- Cleveland Museum of Natural History, Cleveland, Ohio
- Cleveland Site Center, Cleveland, Ohio
- Coronado Theatre, Rockford, Illinois
- Crump Theatre, Columbus, Indiana
- Dixie Center for the Arts, Ruston, Louisiana
- E.J. Thomas Hall, Akron, Ohio
- Federal Reserve Bank, Cleveland, Ohio
- Fox Fullerton Theatre, Fullerton, California
- Garfield Monument, Cleveland, Ohio
- GSA; Celebrezze Building, Cleveland, Ohio
- Hanna Theatre, Cleveland, Ohio
- Holland Theatre, Bellefontaine, Ohio
- Huber Opera House, Hicksville, Ohio
- Ideastream/Playhouse Square Arts and Education Center, Cleveland, Ohio
- Judson Manor Senior Living, Cleveland, Ohio
- Kent State University, Kent, Ohio
- Lincoln Square Theatre, Decatur, Illinois
- Madison Theatre, Peoria, Illinois
- Maumee Theatre, Maumee Bay, Ohio
- Metzenbaum Federal Building, Cleveland, Ohio
- Muskogee Little Theatre, Muskogee, Oklahoma

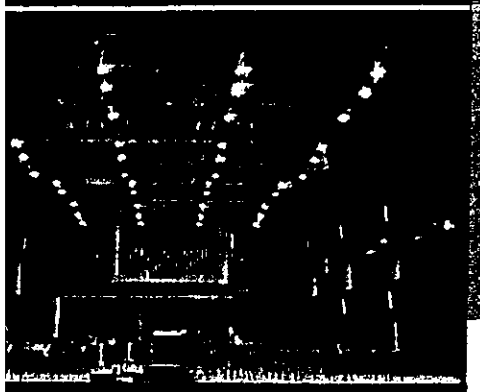
Experience with

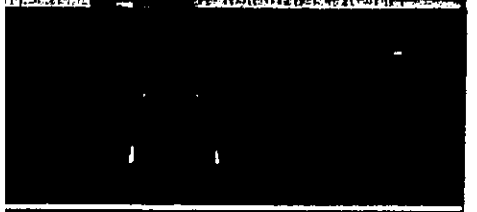
- Montauk Playhouse, Montauk, New York
- Museum of the Mind
- Nestle Culinary Center
- New Albany Performing Arts Center
- The Ohio Theatre, Toledo, Ohio
- Ohio College of Podiatrics, Cleveland, Ohio
- Orpheum Theatre, Phoenix, Arizona
- Oshalom Synagogue, Los Angeles, California
- Palace Theatre, Cleveland, Ohio
- Palace Theatre Marion - Event Hall, Marion, Ohio
- Peoria Performing Arts Center, Peoria, Arizona
- Penn State University, State College, Pennsylvania
  - Student Campus Center and State Theatre
- Pier W, Cleveland, Ohio
- Piper's Opera House, Virginia City, Nevada
- Ricerca Biosciences, LLC
- Salem Community Hospital, Salem, Ohi
- Solon High School, Solon, Ohio
- State Theatre, Cleveland, Ohio
- Strings in the Mountains Steamboat Co Pavilion, Springs, Colorado
- St. Paul's Episcopal Church, Cleveland, (
- Tampa Theatre, Tampa Bay, Florida
- The Tavern Club
- Tivoli Theatre, Mishawaka, Indiana
- Union Club of Cleveland, Cleveland, Ohio
- Veteran's Administration Medical Center, Westlake, Ohio
- Virginia Theatre, Champaign, Illinois
- Western Reserve Academy
- Williams County Playhouse Theatre, Bryar

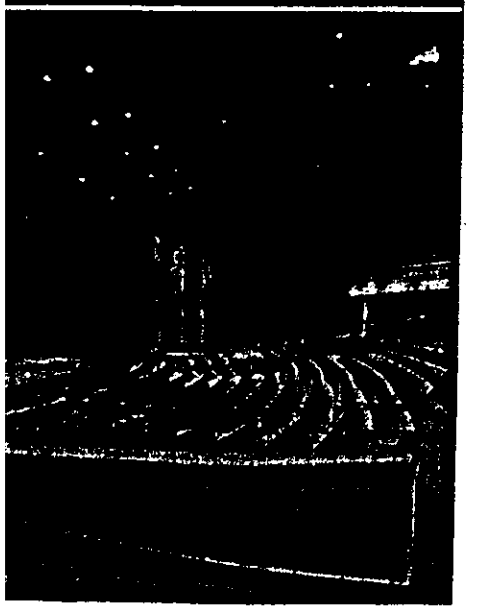


Performing Arts Centers Experience









Additional Cost Estimating Projects

- Apollo Theatre, Oberlin College, Oberlin, Ohio
- Ashtabula Performing Arts Center/Theatre, Ashtabula, Ohio
- Atlas Theatre, Cheyenne, Wyoming
- Avalon Theatre, Washington, D.C.
- Balboa Theatre, San Diego, California
- Breen Center for the Performing Arts, St. Ignatius High School, Cleveland, Ohio
- Cleveland Convention Center, Cleveland, Ohio
- Cleveland Institute of Art, Cleveland, Ohio
- Cleveland Museum of Art, Cleveland, Ohio
- Goshen Theatre, Goshen, Indiana
- Hillcrest Hospital, Mayfield Heights, Ohio
- Hollywood Pacific Theatre, Hollywood, California
- Jeanne B. McCoy Community Center for the Arts, New Albany, Ohio
- John F. Kennedy Center for the Performing Arts, Washington, D.C.
  - Theatre Lab
  - Terrace Theatre
  - Concert Hall
- Lyric Theatre, Birmingham, Alabama
- Northfield at Stapleton, Denver, Colorado
- Stapleton, Denver, Colorado
- WVIZ/PBS/WCPN IdeaSTREAM, Cleveland, Ohio

Westlake
Reed
Leskosky

PROJECT TEAM ORGANIZATIONAL CHART

CITY OF DAYTON
DEPARTMENT OF PUBLIC WORKS

Westlake
Reed
Leskosky

ARCHITECTURAL

Jonathan Kurtz, AIA
Principal in Charge, Client Point of Contact
Lead Designer + Project Director

Matt Janiak, AIA LEED AP
Programming, Planning + Technical Support

TBD
Project Architect

ENGINEERING

Raymond Heintel, PE RCDD LEED AP
Lead Electrical Engineer

Megan K. Blank, PE
Lead Mechanical Engineer

Stephanie Banfield, PE
Lead Structural Engineer

THEATRICAL SPECIALTIES

Chris Tilton, LC, LEED AP, Assoc. IALD
Theatrical and Lighting Designer

Jonathan Hopkins, LEED GA
Acoustician

MKSK
Landscape Architect

Mark Kline, PLA, ASLA
Principal in Charge

Clete Benken, PLA, ASLA
Design Principal

LJB
Site / Civil / Transportation Engineer

Peter S. Battaglia, PE, LEED AP
Lead Civil/Site and Stormwater Engineer

James P. Benedict, PE, PS
Lead Surveyor

Bowser-Morner
Geotechnical Engineer

Christopher R. Ryan, M.S.C.E., P.E.
Senior Geotechnical Engineer

P | C | S
Cost Estimator

Brandon Lawlor, LEED AP
Director of Estimating Services

Westlake
Reed
Leskosky

Jonathan Kurtz, AIA

Principal, Lead Designer

Jonathan Kurtz is a Principal at Westlake Reed Leskosky. He provides d leadership across all project types and is responsible for many of the st award-winning projects. He is instrumental in advancing WRL's cult design excellence and innovation through both direct project involvemer cultivation of design staff and resources.

Jonathan is the recipient of the 2012 Cleveland Arts Prize Emerging Award and BD+C 40 under 40. He is an Adjunct Professor at Kent University and Cleveland Urban Design Collaborative, where he tea undergraduate and graduate design studios. He has served as guest at Harvard, Ohio State, Washington University in St. Louis, Penn S Detroit Mercy, and has acted as design juror for multiple State AIA and A Awards programs. Jonathan has been a guest speaker and moderator at professional and academic institutions for art and architecture. He rec participated in the symposium 'Fantastic Futures: The Future of Architec Education' at Kent State and was published in the CLOG architectural jou

His ongoing work for Oberlin College has appeared in both *Architect Architectural Record*. Both Bibbins Hall and the Bertram and Judith Building Received AIA regional, state, and local Honor Awards and received a Society for College and University Planners [SCUP] Honor Aw Recent work includes a master plan for The Ohio State University Scho Music, Cleveland School of the Arts Theatre, and Stirn Hall for the Haw Upper School.

Education:
Harvard University Graduate School of Design, Master in Architecture with Distinction, 2004
Kent State University, Bachelor of Architecture with Honors, 2001
Kent State University, Bachelor of Science, 2000

Years Experience:
15 (Total) | 12 (WRL)

Registrations:
Registered Architect in OH

Honors and Awards
Cleveland Arts Prize, Emerging Artist Award, 2012

Relevant Project Experience:

- El Dorado Entertainment District, with Amphitheater | El Dorado AR
- Straz Center for the Performing Arts Center Master Plan | Tampa, FL
- Oberlin College & Conservatory | Oberlin, OH
  - Kohl Jazz Building (LEED-NC Gold certified)
  - Bibbins Hall (Music Building) Renovation
  - Apollo Theatre Renovation
  - Hall Auditorium Renovation and Adaptable Theatre
  - Conservatory Master Plan
  - Green Arts District Master Plan
- Pennsylvania State University, University Park, PA
  - College of Arts and Architecture Master Plan
  - Music 1 Building Programming Study
- Slippery Rock University, Miller Auditorium Renovation/Performing Art Center | Slippery Rock, PA
- Cleveland School of the Arts Theatre | Cleveland, OH
- Ohio State University, School of Music Master Plan | Columbus, OH
- George Mason University, Visual and Performing Arts Master Plan | Fairfax, VA
- University of Southern California, Thornton School of Music Renovation, Orchestra Rehearsal Hall Renovation | Los Angeles, CA
- Cleveland State University, Fine and Visual Arts Complex Feasibility Study | Cleveland, OH
- Point Park University, Performing Arts Center | Pittsburgh, PA
- Penn State University, College of Arts and Architecture Master Plan

Westlake
Reed
Leskosky

Education:
Kent State University,
Bachelor of Architecture,
Cum Laude
Kent State University,
Bachelor of Science,
Cum Laude

Years Experience:
18 (Total) | 18 (WRL)

Registrations:
Registered Architect in OH
LEED AP BD+C

Matthew A. Janiak, AIA LEED AP

Principal in Charge, Project Director

Matt Janiak has been with our firm for nearly 20 years, and is deeply involved in the operations of the Cleveland studio. He serves as senior project director for numerous significant commissions involving cultural and higher education institutions. His experience includes working with clients and design teams during all phases of development, construction, and operations to establish project schedules, project phasing, and monitoring budgets up to $50 million. Matt is the key client contact for Playhouse Square in Cleveland, maintaining the relationship with this second largest performing arts center in the United States. Matt's experience with music venues includes the Bethel Woods Center for the Performing Arts on the site of the 1969 Woodstock Music festival (whose users have extended from the New York Philharmonic to Crosby Stills Nash and Young), Oberlin College Conservatory of Music, El Dorado (Arkansas) Festivals and Events, and the Carolina Theater in Charlotte, among 50 performing arts clients.

Relevant Project Experience:

- Blossom Music Center (Summer Home of the Cleveland Orchestra) | Northampton, OH
- Bethel Woods Center for the Arts (site of 1969 Woodstock festival) | Bethel, NY
- El Dorado Entertainment District, Multi-Venue Complex with Amphitheater | El Dorado, AR
- Governors Island Amphitheater Planning | Governors Island, NY
- Veteran's Park Amphitheater Renovations | Springfield, OH
- Perici Amphitheater Master Plan | Twinsburg, OH
- Playhouse Square | Cleveland, OH
  - Hanna Theatre, Renovation for the Great Lakes Theater (LEED-CI)
  - Allen Theatre Complex (LEED NC Silver anticipated)
  - Capitol Master Plan 2013
  - Idea Center™ (LEED-CI Silver certified)
- Oberlin College | Oberlin, OH
  - Apollo Theatre
  - Conservatory of Music, Bibbins Hall Renovations
  - Finney Chapel, Various Upgrades
  - Hall Auditorium and Adaptable Theatre
- Pennsylvania State University, College of Arts and Architecture Master Plan | University Park, PA
- Point Park University, Performing Arts Center | Pittsburgh, PA
- Slippery Rock University Miller Hall Addition | Slippery Rock, PA
- Denison University Performing Arts Center | Granville, OH
- Carolina Theatre Renovation | Charlotte, NC
- Breen Center for the Performing Arts (LEED-NC) | Cleveland, OH
- Capitol Theatre (LEED-NC Silver anticipated) | Cleveland, OH
- Clemens Center | Elmira, NY
- Ohio Theatre | Toledo, OH
- Stanley Theatre | Utica, NY
- Tennessee Theatre | Knoxville, TN
- Strand-Capitol Performing Arts Center | York, PA
- Ohio Wesleyan University Strand Theatre Study | Delaware, OH
- Emery Theatre Study | Cincinnati, OH
- Memorial Hall | Cincinnati, OH

Westlake
Reed
Leskosky

Education:
Virginia Tech
Bachelor of Arts in Theatre Arts, Emphasis Lighting & Technical Theatre, 1991

Years Experience:
25 (total) | 5 (WRL)

Accreditations:
ETCP Certified Rigger
LEED AP
NCQLP Lighting Certified
IAAM Public Assembly Facility Management School

Professional Affiliations:
International Association of Lighting Designers
United States Institute for Theatre Technology
PLASA
International Alliance of Theatrical Stage Employees
International Association of Venue Managers
Experimental Aircraft Association

Christopher B. Tilton, LC, LEED AP, Assoc. IALD

Associate Principal, Lighting Designer/Theatrical Specialist

Chris Tilton has been involved with professional lighting design since 1991, working first in the performing arts and commercial event lighting fields. Experience in this area includes exhibits and interactive displays, lighting for all genres of performing arts, as well as community events, trade and industrial shows. As an I.A.T.S.E. stage rigger and electrician, Chris was active in local and touring productions. He also operated a small business providing theatrical rigging and lighting system specification and installation services for community and regional theatres. Chris spent several years as Director of Operations for a convention and theatre complex in Davenport, Iowa. He capitalizes on this experience by infusing his design work with an understanding of the end users and their needs. Chris' specialty extends from theatrical systems design to architectural lighting as well, blending his creative and technical expertise on every project. His lighting design experience includes educational, healthcare, municipal, community, and corporate projects. Theatrical clients include professional, regional, secondary and higher education, community, and municipal venues.

Relevant Project Experience:

- Nederlander Worldwide
  - Qibao Cultural Park Amphitheater | Shanghai, China
  - 1200-seat Grand Theatre | Hualien, Taiwan
  - 500-seat Theatre | Hualien, Taiwan
- Nederlander Worldwide and IDG Capital, Indoor Theatre and Amphitheater | Beijing, China
- ANGT, Palais des Arts, Amphitheater and Conference Center | Libreville, Gabon
- El Dorado Entertainment District, Multi-Venue Complex with amphitheater | El Dorado, AR
- Visitor, Conference, + Performing Arts Center with amphitheater | Undisclosed Midwest Location
- Apollo Theatre, Oberlin College Cinema Studies Program | Oberlin, OH
- Arizona State University, Evelyn Smith Music Theatre - House Lighting Improvements | Tempe, AZ
- Carolina Theatre Renovation | Charlotte, NC
- Champaign Park District, Virginia Theatre Renovations | Champaign, IL
- Cuyahoga Community College Downtown Campus, Auditorium Speaker Rigging | Cleveland, OH
- Denison University Performing Arts Center | Granville, OH
- Fashion Institute of Technology | New York, NY
  - Haft Auditorium
  - Film and Media Department
- Gilmour Academy, New Theatre and Performing Arts Renovation | Gates Mills, OH
- Goshen Theatre Feasibility Study | Goshen, IN
- Hamilton County Memorial Hall Renovation | Cincinnati, OH
- Havre de Grace Opera House Renovation | Havre de Grace, MD
- Kroc Center Chicago, New Auditorium | West Pullman, IL
- Lincoln Square Theatre, Rigging System Replacement | Decatur, IL
- Lyric Theatre Renovation | Birmingham, AL

Christopher B. Tilton continued

Relevant Project Experience continued:

- Magical Theatre Company, Park Theatre Renovation | Barberton, OH
- New York Institute of Technology, Harry Schure Hall Lobby / Auditorium and Riland Building Auditorium | Old Westbury, NY
- Our Lady of Good Counsel High School, Auditorium/Performing Arts Center Addition | Olney, MD
- Penn State University, Music 1 Building Program Study | University Park, PA
- Perry Community Schools, New Auditorium | Perry, IA
- Playhouse Square | Cleveland, OH
  - Allen Theatre Performance Lighting (LEED-NC anticipated)
  - 2012 Master Plan Study
- Point Park University, Pittsburgh Playhouse | Pittsburgh, PA
- Prince Georges Community College/Rennie Forum Renovation | Largo, MD
- Quad City Music Guild, New Stage Lighting System | Moline, IL
- Ritz Theatre Renovation | Newburgh, NY
- Slippery Rock University, Performing Arts Center | Slippery Rock, PA
- The Ohio State University, Arts District Master Plan | Columbus, OH
- University of California - Berkeley, Department of Theatre, Dance and Performance Studies Master Plan | Berkeley, CA
- University of Cincinnati Conservatory of Music, Corbett Center Renovation Study | Cincinnati, OH
- University of Mount Union, Giese Center for the Performing Arts | Alliance, OH

Westlake
Reed
Leskosky

Education:
The University of Hartford, Bachelor of Science in Engineering, Acoustics and Music

The Pennsylvania State University, Coursework toward Masters program in Acoustics

Years Experience:
16 (total) | 1 (WRL)

Certifications:
NAVLAP Certified for ASTM E-336 (NIC) and ASTM E-1007 (FIIC) field measurements
LEED Green Associates

Professional Affiliations:
Member of Institute of Noise Control Engineers
Member of Acoustical Society of America

Jonathan Hopkins, LEED GA

Associate, Director of Acoustics

Jonathan Hopkins has extensive experience in the acoustic design for a wide variety of project types worldwide; specializing in the architectural acoustic design of performing arts venues including multi and single purpose theaters, concert halls, film theaters, music performance spaces, music schools and other entertainment venues. Experienced working with a wide variety of building types including museums, casino/hospitality, live radio and television studios, sound stages, houses of worship, commercial/office, media, single and multi-family residential, schools, government, mixed use, healthcare, animal holding facilities, and laboratory buildings. Mr. Hopkins is an engineer and musician with over 15 years experience in acoustic design. His design experience includes work in architectural acoustics, vibration and mechanical noise control, sound isolation, and environmental noise. He was formerly a senior consultant for Jaffe Holden.

Project Experience, including work at other firms*:

- Greek Theatre Noise Study | Los Angeles, CA*
- Verizon Amphitheater Noise Study | Irvine, CA*
- Hollywood Bowl (monitor property line sound levels) | Hollywood, CA*
- Ascend Amphitheater | Nashville, TN*
- Levitt Pavilion Renovations | Westport, CT*
- El Dorado Entertainment District, including amphitheater | El Dorado, AR
- Robinson Grand Theatre | Clarksburg, WV
- Carolina Theater | Charlotte, NC
- The Han Show Theater | Wuhan, China*
- Grand Hall, Lee Shau Kee Center, Hong Kong University*
- Wallis Annenberg Center for the Performing Arts | Beverly Hills, CA*
- Santa Fe College Performing Arts Center | Gainesville, FL*
- Florida Gulf Coast University Performing Arts Center | Fort Myers, FL*
- Irvine Valley College Performing Arts Center | Irvine, CA*
- East Los Angeles College Performing Arts Center | Los Angeles, CA*
- BRIC Arts Media House | Brooklyn, NY*
- Los Angeles City College Performing Arts Complex | Los Angeles, CA*
- Granoff Center for the Creative Arts, Brown University | Providence, RI*
- National Academy of Sciences | Washington DC*
- Hirshhorn Art Museum study, Smithsonian Institution | Washington DC*
- BRIC Arts Media House | Brooklyn, NY*
- Marist College Music Addition | Poughkeepsie, NY*
- NASCAR Museum | Charlotte, NC*
- Museum of the Moving Image (LEED-Silver) | Astoria, NY*
- Museum of Tolerance | Los Angeles, CA*
- California Science Center | Los Angeles, CA*
- Museum of Contemporary Art / Santa Fe Train Depot | CA*
- Harvey Mudd College Teaching and Learning Center (LEED Gold certified) | Claremont, CA*
- Marion Knott Studios & Film School, Chapman University | Orange, CA*

Westlake
Reed
Leskosky

Education
John Carroll University, Masters in Business Administration
The University of Akron, Bachelor of Science in Electrical Engineering

Years Experience:
38 (total) | 12 (WRL)

Registrations + Certifications
Professional Engineer with active licenses in OH and 15 other states.
NCEES Record, member of Electrical Professional Engineer Examination Working Group
Registered Cable Distribution Designer (BICSI)
LEED Accredited Professional

Raymond Heintel, PE, RCDD, PSP, LEED AP

Associate Principal, Director of Special Electrical Engineering and Information Transport Specialist, Lead Electrical Engineer

Raymond Heintel has extensive experience in the design and management of engineering for a wide variety of project types. Mr. Heintel is an engineering and facilities management professional with over 30 years experience in developing and implementing engineering projects, facilities maintenance processes, facilities equipment improvements and regulatory compliance. His design experience includes complete hospital electrical design, laboratory design, high rise office buildings, parking garages, kitchens, computer rooms, network distribution rooms, high voltage power distribution, industrial substation design, energy monitoring system design/implementation, environmental controls design, and electric utility distribution design.

Relevant Project Experience:

- El Dorado Festival, Rialto Theater, Griffin Building Music Hall and Amphitheater | El Dorado, AR
- Bethel Woods Center for the Arts | Bethel, NY
  - Main Performance Pavilion
  - Second Stage Amphitheater
  - Concessions and Support Buildings
- Palais des Arts, Amphitheatre and Conference Center | Libreville, Gabon, Africa
- Allen Theatre Complex at PlayhouseSquare (LEED-NC certification anticipated) | Cleveland, OH
- Hanna Theatre Redevelopment for Great Lakes Theater at Playhouse Square (LEED-CI) | Cleveland, OH
- Avalon Theatre | Grand Junction, CO
- Chandler Center for the Arts | Chandler, AZ
- Coronado Theatre, Jackson Corner Green Room/Retail space | Rockford, IL
- Havre de Grace Opera House Renovation | Havre de Grace, MD
- John F. Kennedy Center for the Arts, Capital Planning Report | Washington, DC
- Jewish Community Center, Playmakers Theater Improvement Study | Beachwood, OH
- John Carroll University, Kulas Auditorium Master Improvement Study | University Heights, OH
- Lebanon Theater Company | Lebanon, OH
- Lone Tree Arts Center (LEED-NC v2009) | Lone Tree, CO
- Lyric Theater Renovation | Birmingham, AL
- Oberlin College | Oberlin, OH
  - Kohl Building (LEED-NC 2.2 Gold)
  - Apollo Theatre
  - Bibbins Hall Renovation
- NorShor Theater Renovation | Duluth, MN
- Point Park University, Pittsburgh Playhouse | Pittsburgh, PA
- Sacramento Community Theater, Expansion and Remodeling (LEED-NC Silver anticipated) | Sacramento, CA

Westlake
Reed
Leskosky

Education
Ohio Northern University, Bachelor of Mechanical Engineering

Years Experience:
15 (total) | 15 (WRL)

Registrations
Professional Engineer OH

Professional Affiliations:
ASHRAE
University Circle United Methodist Church, Board of Trustees

Megan K. Blank, PE

Associate, Senior Mechanical Engineer

Megan Blank has experience in HVAC, plumbing and sprinkler design for new construction and renovation projects for a variety of building types. Some of these projects include Healthcare Facilities, Government Buildings, Historic Theatres and Performing Arts Centers, Museums, Data Centers, Commercial Buildings and Educational Facilities.

Megan has over twelve years of experience and is responsible for performing engineering design, preparing specifications, registering for and developing LEED accredited projects, checking for quality control and coordination of documents, verifying existing conditions and handling construction administration tasks. Her varied experience with all the phases of a project brings a valuable perspective to the design of mechanical systems and working within an integrated design team.

Relevant Project Experience:

- Stanley Theatre, Utica, New York
- Palace Theatre, Marion, Ohio
- Clemens Center, Elmira, New York
- Sacramento Community Center Theatre, Sacramento, California
- Virginia Theatre, Champaign, Illinois
- Lyceum Theatre, San Diego, California
- Franklin Theatre, Theatre renovation and addition (LEED-NC certified), Franklin, Tennessee
- Oberlin College, Bibbins Hall second floor renovation, Oberlin, Ohio
- Oberlin College, Apollo Theatre (LEED-NC Silver anticipated), Ohio
- Aurora Community Theater, Aurora, Ohio
- Lyceum Theatre, San Diego, California
- City Bank Auditorium, Lubbock, Texas
- University of Mount Union, Alliance, Ohio
- The Beck Center, Lakewood, Ohio
- Memorial Hall, Cincinnati, Ohio
- Magical Theater, Renovation, Barberton, Ohio
- Embassy Theatre, Lewistown, Pennsylvania
- The Tennessee Theatre, Knoxville, Tennessee
- Fox Fullerton Theatre, Fullerton, California
- Bardavon Opera House, Poughkeepsie, New York
- Balboa Theatre, San Diego, California
- Broadway Theatre, Kingston, New York
- Paramount & State Theatres, Austin, Texas
- Allen Theatre Complex at PlayhouseSquare (LEED-NC Silver anticipated), Cleveland, Ohio
- University of Cincinnati, Corbett Theater, Cincinnati, Ohio
- Slippery Rock University, Performing Arts Center, Slippery Rock, Pennsylvania

Westlake
Reed
Leskosky

Education:
University of Michigan,
Bachelor of Science in
Civil Engineering, 1997

Years Experience:
19 (total) | 16 (WRL)

Registrations:
Professional Engineer in
OH

Stephanie Banfield, PE
Associate

Stephanie Banfield has extensive experience in the structural design and project development for a wide variety of facilities, including performing and cultural arts environments. She has successfully used various types of framing schemes and foundation systems in the design of these facilities to provide a sound, cost effective system. Her experience includes new construction, the integration of new works with existing structures as well as the adaptive re-use and reconstruction of existing buildings.

Relevant Project Experience:

- Blossom Music Center Improvements, Cuyahoga Falls, OH
- Bethel Woods Center for the Arts (site of 1969 Woodstock festival), NY
- El Dorado Festivals, El Dorado Entertainment District, El Dorado, AR
- Playhouse Square, Cleveland, OH
  - Hanna Theatre Renovation (LEED-CI certified)
  - Idea Center (LEED-CI Silver)
- The Clemens Center, Elmira, NY
- Strand-Capitol Performing Arts Center, York, PA
- ArtsBlock , Wausau, WI
- Embassy Theatre, Conceptual Master Plan, Lewistown, PA
- Columbia Theatre Concept Study, Paducah, KY
- Ritz Theatre, Newburgh, NY
- Carolina Theatre Renovation, Charlotte, NC
- Lyric Theatre Renovation, Birmingham, AL
- Slippery Rock University, Performing Arts Center (LEED Silver targeted), Slippery Rock, PA
- Havre de Grace Opera House Renovation, Havre de Grace, MD
- Rome Capitol Theatre Study, Rome, NY
- Staunton Performing Arts Center, Staunton, VA
- Ritz Theatre, Newburgh, NY
- Fashion Institute of Technology, Haft Auditorium, New York, NY
- Adler Theatre, Davenport, IA
- Stanley Theatre, Utica, NY
- Saenger Theatre, Mobile, AL
- Beck Center for the Arts, Vision Study, Lakewood, OH
- John F Kennedy Center, Comprehensive Building Plan, Washington DC
- Atlas Theatre, Cheyenne, WY
- Pennsylvania State University, Eisenhower Auditorium Expansion Study, University Park, PA
- Tampa Theatre Study, Tampa, FL
- Palace Theatre Study, Gary, IN
- Royal Oak Music Theatre Study, Royal Oak, MI
- Oberlin College, Conservatory of Music, Bibbins Hall Renovation, Oberlin, OH

MARK KLINE, PLA, ASLA

Senior Principal, Role: Principal-in-Charge for Landscape Architecture

MKSK

MARK VALUES CLIENT INPUT. ENGAGING THE CLIENT IN ALL PHASES OF THE PLANNING AND DESIGN PROCESS IN A STRUCTURED YET INFORMAL VENUE THAT IS OPEN, INTERACTIVE, AND INCLUSIVE.

With more than 34 years professional experience in landscape architecture and planning, Mark has served as Principal-in-Charge and Project Manager on a variety of project types for both public and private clients. His experience includes downtown riverfront and urban parks, performance and event spaces, and cultural parks. Mark also has extensive familiarity and experience within and around downtown Dayton. He values client input and involves the client in all phases of the planning and design process, using a structured yet informal venue that is open, interactive, and inclusive.

PROJECT EXPERIENCE

RiverScape Phase III Entertainment Pavilion & Bike Hub
Dayton, Ohio

Deeds Point MetroPark
Dayton, Ohio

Columbus Zoo & Aquarium Water's Edge Events Park
Columbus, Ohio

Alum Creek Amphitheater
Westerville, Ohio

Schiller Park & Amphitheater
Columbus, Ohio

Summit Park Master Plan
Blue Ash, Ohio

Dayton Metro Main Library Renovations
Dayton, Ohio

Riverscape River Run Access Area Improvements
Dayton, Ohio

North Shore Redevelopment
Dayton, Ohio

Battelle Darby Creek Metro Park Nature Center
Columbus, Ohio

Scioto Audubon Metro Park
Columbus, Ohio

EDUCATION

The Ohio State University,
Bachelor of Landscape Architecture, 1977

REGISTRATION

Registered Landscape Architect, State of Ohio

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects
Ohio Parks and Recreation Association
National Association of County Park and Recreation Officials

BOARDS & COMMISSIONS

Columbus Historic Resources Commission, Past Member
Ohio Chapter ASLA, Buckeye Section President, 1986-87

CLETE BENKEN, PLA, ASLA

Role: Design Principal

MKSK

DESIGN IMPACTS OUR QUALITY OF LIFE IN WAYS THAT ARE OFTEN OVERLOOKED. CLETE UNDERSTANDS THAT THE QUALITY OF OUR BUILT ENVIRONMENT MUST BE MEASURED IN MORE THAN SIMPLE FINANCIAL TERMS AND THAT SOCIAL, CULTURAL, AND AESTHETIC CONSIDERATIONS PLAY AN EQUAL ROLE IN THE SUCCESS OR FAILURE OF OUR ENGAGEMENTS.

Over his 27 years of professional practice, Clete has served as project manager or principal-in-charge for a wide array of project types including neighborhood planning and design, downtown district redevelopment, parks and recreation, and mixed-use commercial, residential and institutional work in Ohio, Kentucky, Indiana, Pennsylvania, New York, New Jersey, Louisiana, Florida, California, and Connecticut.

PROJECT EXPERIENCE

Summit Park Master Plan & Implementation
Blue Ash, Ohio

U Square Plaza
Cincinnati, Ohio

Hamilton Riversedge Urban Design & Pavilion
Hamilton, Ohio

Anderson Center
Anderson Township, Ohio

Cheapside Park Entertainment District Pavilion
Lexington, Kentucky

Downtown Streetscape Master Plan & Implementation
Lexington, Kentucky

Manchester Road Streetscape
Lexington, Kentucky

Evanston Park
Cincinnati, Ohio

Covington Downtown Planning Initiative
Covington, Kentucky

Covington Downtown Streetscape Master Plan
Covington, Kentucky

Dayton Riverfront Mixed-use Master Plan
Dayton, Kentucky

EDUCATION

The Ohio State University,
Bachelor of Science Landscape Architecture, 1989

REGISTRATION

Registered Landscape Architect, KY, OH

BOARDS & COMMISSIONS

Montgomery Corridor Arts Collaborative, Founding Member, Board of Directors
Kennedy Heights Community Council, Former VP for Planning
Kennedy Heights Urban Redevelopment Corporation, Former Board Member

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects, Urban Land Institute, Congress for New Urbanism, Kentucky Chapter American Planning Association

PETER S. BATTAGLIA, P.E., LEED AP

Lead Civil/Site and Stormwater Engineer

Mr. Battaglia is a senior civil engineer with LJB who specializes in site engineering and drainage design (including outfall analysis, ditches, small pipe culverts, open channels, storm sewer systems, and drainage investigations). He uses the latest engineering techniques to design and maintain flexible (asphalt) and rigid (concrete) pavements, including a strong knowledge of soil, hydraulics, and material properties for new construction, rehabilitation and maintenance of pavement and parking projects. As a LEED accredited civil engineer, he ensures that LJB designs achieve the highest levels of cost effective sustainability.

YEARS WITH LJB:
32

YEARS WITH OTHER FIRMS:
8

EDUCATION:
B.C.E.
University of Dayton
Civil Engineering
1983

REGISTRATION:
Professional Engineer – OH

LEED Accredited Professional

MEMBERSHIP:
Society of American Military Engineers (SAME) - Kittyhawk Post, Treasurer

RELEVANT EXPERIENCE

Sinclair Community College Paver and Pavement Repair at Tartan Market & Building 20 Entrances – Downtown Dayton, OH
Client: Sinclair Community College | Role: Lead Civil/Site Engineer
Features: designed the replacement of the concrete and paver placements to improve the drainage system. New concrete pavement was specifically selected to withstand heavy vehicle weight. Scope of work included field survey of the project area, proposed site/grading plan improvements, a utility plan and construction details/notes.

CareSource Headquarters Site Design – Downtown Dayton, OH
Client: BHDP Architecture/CareSource | Role: Lead Civil/Site Engineer
Features: complete site design, included extensive utility coordination for the new $55M 300,000 SF corporate headquarters features offices, team working areas, space for CareSource University, a cafe and a fitness center.

Miami Valley Hospital Southeast Addition Patient Tower – Downtown Dayton, OH
Client: NBBJ Design/Premier Health Partners | Role: Lead Civil/Site Eng.
Features: site design, surveying, grading and utility relocation services for a new 484,000 SF addition at Miami Valley Hospital's main campus and a two-level underground parking garage. Site design required the relocation of existing utilities, changes in site access, receiving decks, and upgraded public sewers within the city streets. Southwest Ohio's first LEED Silver hospital.

Montgomery County Administrative Building Garage Entrance Relocation – Downtown Dayton, OH
Client: Montgomery County Administrative Srvs. | Role: Project Manager
Features: because of reconfigurations to Interstate 75, the project relocated the existing parking garage exit located on the north side of the garage to the west face of the garage to exit onto the relocated Visa View Drive.

JAMES P. BENEDICT, P.E., P.S.
Lead Surveyor

Mr. Benedict is a civil engineer and surveyor with LJB who has more than 40 years of experience with traditional and highly technical survey systems, and is proficient in topographic and property surveys, boundary, utility and as-built surveys, and right-of-way plan development. He has expertise leading multiple survey crews, analyzing property corner evidence and closure calculations, and preparing land descriptions, plats and right-of-way acquisition drawings and descriptions. As a former city engineer, Jim has a thorough understanding of municipal and county zoning and planning regulations throughout southwestern Ohio.

YEARS WITH LJB:
28

YEARS WITH OTHER FIRMS:
16

EDUCATION:
B.S.
University of Kentucky
Civil Engineering
1971

REGISTRATION:
Professional Engineer – OH

Professional Surveyor – OH

CERTIFICATION:
Confined Space Certification

RELEVANT EXPERIENCE

Sinclair Community College Paver and Pavement Repair at Tartan Market & Building 20 Entrances – Downtown Dayton, OH
Client: Sinclair Community College | Role: Lead Surveyor
Features: designed the replacement of the concrete and paver placements to improve the drainage system. New concrete pavement was specifically selected to withstand heavy vehicle weight: Scope of work included field survey of the project area, proposed site/grading plan improvements, a utility plan and construction details/notes.

CareSource Headquarters Site Design – Downtown Dayton, OH
Client: BHDP Architecture/CareSource | Role: Lead Surveyor
Features: complete site design, included extensive utility coordination for the new $55M 300,000 SF corporate headquarters features offices, team working areas, space for CareSource University, a cafe and a fitness center.

Miami Valley Hospital Southeast Addition Patient Tower – Downtown Dayton, OH
Client: NBBJ Design/Premier Health Partners | Role: Lead Surveyor
Features: site design, surveying, grading and utility relocation services for a new 484,000 SF addition at Miami Valley Hospital's main campus and a two-level underground parking garage. Site design required the relocation of existing utilities, changes in site access, receiving decks, and upgraded public sewers within the city streets. Southwest Ohio's first LEED Silver hospital.

Montgomery County Administration Building Loading Dock Expansion – Downtown Dayton, OH
Client: Montgomery County Administrative Srvs. | Role: Lead Surveyor
Features: increased the area for loading space. Scope included field survey (gathering topographic information, locating physical features and visible utilities), creation of a base map, site design, and design for the removal/new construction of the retaining wall.

Christopher R. Ryan, M.S.C.E., P.E.

Senior Geotechnical Engineer

SPECIALTIES
Geotechnical Engineering
Foundation Engineering

WORK HISTORY
Bowser-Morner, Inc.
Since 2005 – Project Engineer
West Virginia University
2002-2004, Research Assistant
West Virginia Department of Highways
2002, Engineering Intern
Thrasher Engineering
2000-2001, Engineering Intern

EDUCATION
West Virginia University
B.S. Civil Engineering, 2002
West Virginia University
M.S. Civil Engineering w/ Geotechnical Specialization, 2004

PROFESSIONAL ACCREDITATION & MEMBERSHIPS
Registered Professional Engineer:
Ohio – E-76764
Member - American Society of Civil Engineers

PROFESSIONAL EXPERIENCE AND RESPONSIBILITIES

As a project engineer, Mr. Ryan is responsible for projects including subsurface studies for a wide variety of structures (fire stations, offices, recreation centers, justice centers, etc.), law enforcement and corrections facilities, K-12 schools, universities (dorms, athletic facilities, education centers, etc.), and libraries.

Chris also brings considerable project experience working on foundation projects for water towers, and special use facilities (marinas, recreational pathways, entertainment venues, etc.), water treatment plants, wastewater treatment plants, and military installations as well as for interstate highways, bridges, sewer lines, above- and below-grade tanks, landslides, and various building foundations. Additionally, he prepares design and specifications for retaining structures, long-span pipes and culverts, pavements, and various foundations. Finally, he also specifies testing programs, evaluates tests performed, and prepares reports for various projects.

Relevant Project Experience

Mr. Ryan has extensive experience working on a wide variety of projects in Dayton and the surrounding area. A sampling of some of the recent, relevant geotechnical projects that he has worked on is provided below.

- RiverScape Pavillion Canopy; Dayton, Ohio
- RiverScape Bike Hub and Bikeway; Dayton, Ohio
- Rose Music Center at The Heights, Huber Heights, Ohio
- Hollywood Gaming at Dayton Raceway, Dayton, Ohio
- Patient Bed Tower, Dayton Children's Hospital, Dayton, Ohio
- Miami Valley Hospital Patient Tower, Dayton, Ohio
- Dunbar High School, Dayton, Ohio (OSFC)
- Stivers High School, Dayton, Ohio (OSFC)

Specialized Training

- Ohio River Valley Soils Seminar 2005, 2006, 2007, 2012, 2013, 2014.
- ODOT Geotechnical Workshop 2007, 2008, 2009, 2010, 2011, 2013.
- Foundations 101, Deep Foundations Institute, August, 11, 2006.
- ACI/PCA 318-05 Building Code Seminar, November 16, 2005.
- ASDSO Advanced Technical Seminar on Slope Stability for Embankment Dams, 2007
- Coal Waste Impoundment Symposium, Coal Prep, April 30, 2007
- Foundations 101, Deep Foundations Institute, August, 11, 2006
- ACI/PCA 318-05 Building Code Seminar, November 16, 2005

Brandon Lawlor, LEED AP
Director of Estimating Services

As Director of Estimating Services at PCS, Brandon is responsible for oversight of all estimatin activities. Brandon specializes in building mechanical, electrical and plumbing systems, which allows him to understand the systems required to complete a design. He brings over 13 years of construction estimating experience and is continuing with ongoing training including several professional and construction seminars and courses. Brandon has estimated over $10 billion of various types of construction projects. Our pre-construction services unit has assembled and continues to modify and update our proprietary database system that provides our estimating staff a formidable tool.

Years of Experience: 13

Education:

BS, Business Administration
Specialization Finance
Bowling Green State University

Registrations / Certifications:

LEED Accredited Professional

Societies / Affiliations:

American Society of Professional Estimators (ASPE)

Selected Project Experience

Commercial

- All State Data Center, Hudson, OH
- Apollo Theatre, Oberlin College, Oberlin, OH
- Bainbridge Professional Building, Bainbridge, OH
- Balboa Theatre, San Diego, CA
- Breen Center for the Performing Arts, St. Ignatius High School, Cleveland, OH
- Jeanne B. McCoy Community Center for the Arts, New Albany, OH
- Palace Theatre Marion - Event Hall, Marion, OH
- Ballston Common Mall, Arlington, VA
- Bardavan Theatre, Poughkeepsie, NY
- Capital Theatre, Flint, MI
- The Cleveland Institute of Art, Cleveland, OH
- Clemens Center Stagehouse, Elmira, NY
- Cleveland Convention Center, Cleveland, OH
- Coronado Theatre, Rockford, IL
- Dixie Center for the Arts, Ruston, LA
- Fox Theatre, Fullerton, CA
- Hanna Theatre, Cleveland, OH
- Hopkins Airport Skymall, Cleveland, OH
- IKEA Bollingbrook, Indiana
- Dunham Tavern, Cleveland, OH
- Ballston Common Mall, Arlington, VA
- Station Square, Pittsburgh, PA
- Northfield at Stapleton, Denver, CO
- Mall at Robinson, Pittsburgh, PA
- Mall at Stonecrest, Lithonia, GA
- Promenade in Temecula, Temecula, CA
- Short Pump Town Center, Richmond, VA
- Orchard Town Center, Westminster, CO
- Victoria Gardens, Rancho Cucamonga, CA
- Westfield San Francisco Center, San Francisco, CA
- 835 Market Street, San Francisco, CA
- Higbee Building, Cleveland, OH
- Schultz Data Center, Pittsburgh, PA
- Hopkins Airport Skymall, Cleveland, OH
- Sacramento Theater, Sacramento, CA
- Salvation Army, Temple Corps., Cleveland, OH
- Oatey Corporation, Cleveland, OH
- Lincoln Square Theatre, Decatur, IL
- Lyric Theatre, Birmingham, AL
- North Coast Research, 24th Floor at Erieview Tower, Cleveland, OH
- Northfield at Stapleton, Denver, CO
- Orchard Town Center, Westminster, CO
- Orpheum Theatre, Di
- Osborn Engineering Tenant Improvements, Cleveland, OH
- Palace Theatre Marion - Event Hall, Marion, OH
- Palace Theatre, Cleveland, OH
- Peoria Performing Arts Center, New PAC, Peoria, AZ
- PNC Center Tower, 1st Floor Annex, Cleveland, OH
- PNC Center Tower, 10th Floor, Cleveland, OH
- Stapleton, Denver, CO
- State Theatre, Cleveland, OH
- The Ohio Theatre, Toledo, OH
- Top of the Hill, Blossom Music Center, Cuyahoga Falls, OH
- Yorktown Victory Center Museum, Yorktown, VA
- Victory Center Museum, Yorktown, VA

Education

- Morgan Local Schools, McConnelsville, OH
- Steubenville City Schools, Steubenville, OH
- Girard City Schools, Girard, OH
- Martins Ferry City Schools, Martins Ferry, OH
- Ashtabula Area City Schools, Ashtabula, OH
- West Muskingum Local Schools, Zanesville, OH
- Barnesville Exempted Village Schools, Barnesville, OH
- Bellaire Local Schools, Bellaire, OH
- Cambridge City Schools, Cambridge, OH
- Rocky River City Schools, Rocky River, OH
- Solon High School, Auditorium Renovations, Solon, OH
- St. Ignatius High School, Cleveland, OH
- Ohio State University, Columbus, OH
- Case Western Reserve University, Cleveland, OH
- Cleveland State University, Cleveland, OH
- Penn State University, State Theater, State College, PA
- Muskingum College, Student Center, New Concord, OH
- Columbus State Community College, Academic Center, Columbus, OH
- Oberlin College, Oberlin, OH
- Kent State University, Kent, OH
- West Virginia University, Morgantown, WV
- Duquesne University, Pittsburgh, PA
- Ohio College of Podiatric Medicine, Cleveland, OH
- St. Vincent-St. Mary High School, New Gymnasium, Akron, OH
- Aurora City School District, Aurora, OH

Westlake
Reed
Leskosky

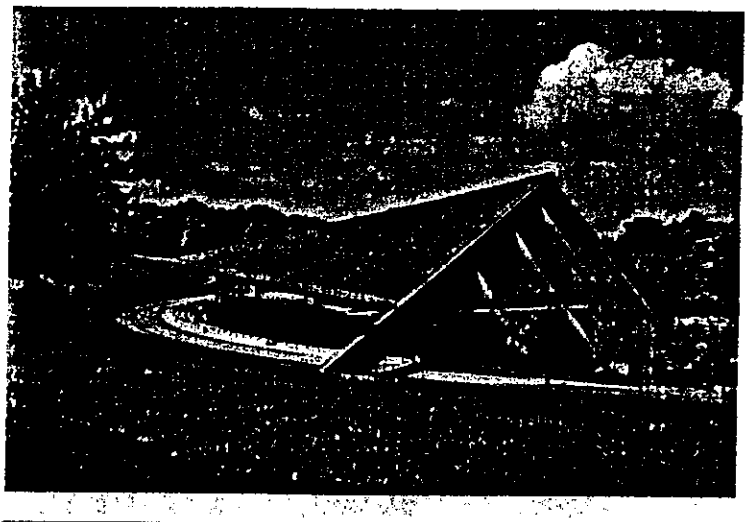
Blossom Music Center

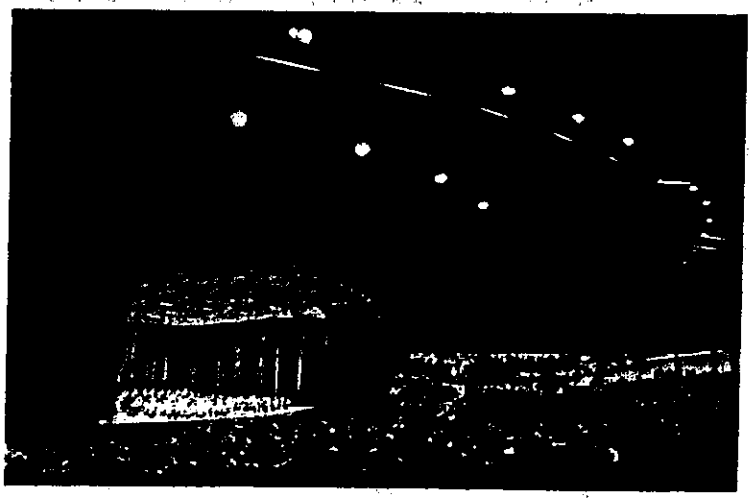
(Summer home of The Cleveland Orchestra and Live Nation venue for popular music)

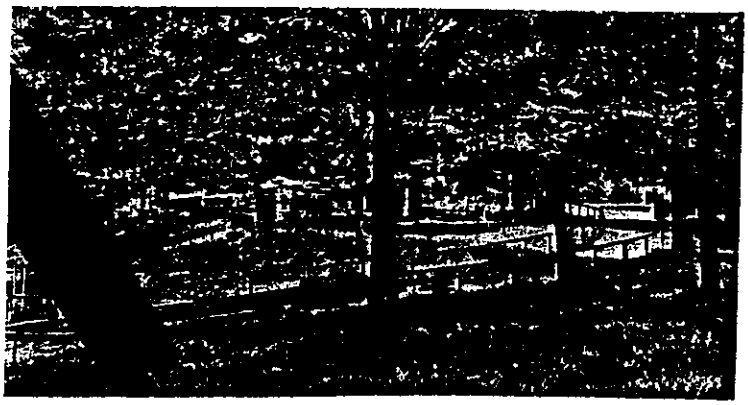
Originally designed by our firm and completed in 1968, Blossom Music Center (summer home of the Cleveland Orchestra) immediately established itself as one of the best outdoor venues for symphonic music in the nation. The Pavilion, which seats 5,000 under one roof with lawn seating for 13,000, takes advantage of a natural grass "bowl" nestled centrally on a heavily- forested 800-acre site.

In 2003, Westlake Reed Leskosky completed a three-phase $17 million redevelopment. Improvements responded to modern programmatic and practical changes such as upgrades to the amphitheatre's roof and expanded backstage facilities, but was largely focused on extending the original quality of the Pavilion to the site and surrounding plazas and outbuildings for visitor amenities, including social gathering spaces and concessions. Working with landscape architect, Michael van Valkenburg, the WRL design team also created a completely redeveloped landscape-parking-picnic-arrival setting that culminates in a spectacular view of the soaring Pavilion and a realization of design harmony: landscape and architecture conspire to create a powerful sense of place.

From 2010-2013, WRL designed and implemented additional phased improvements to the facility, including a house lighting replacement, backstage building improvements, and house left ADA path and concession / toilet plaza.







Westlake
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Blossom Music Cer

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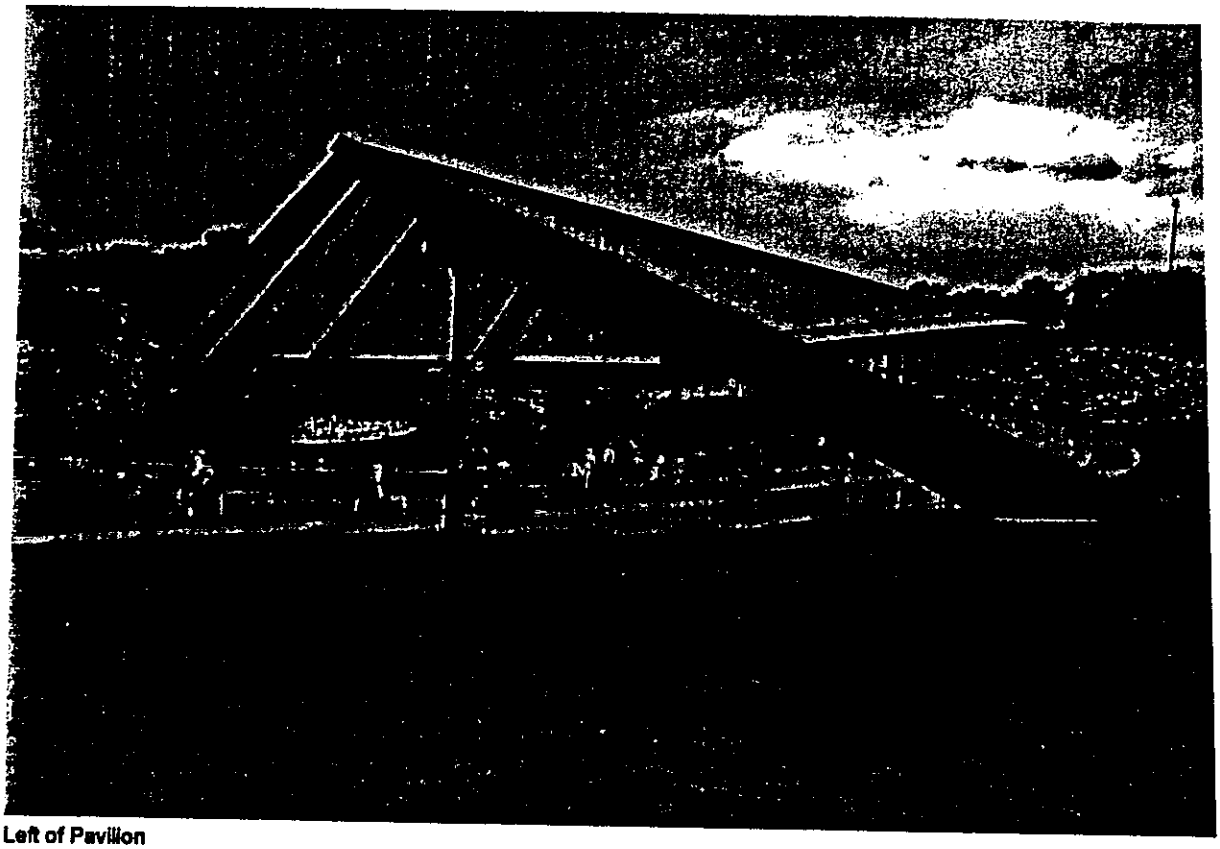


Left of Pavilion

Location: Cuyahoga Falls, OH

Size: 5,000 seats under cover | lawn seating for 13,000 | 800-acre site

Construction Cost: $9.4 M (initial redevelopment) | $3.6 M (additional improvements)

Completion: 1968 (original) | 2001-2003 (redevelopment) | 2010-2013 (additional improvements)

WRL Scope of Work: Architecture; MEP and Structural Engineering; Lighting and Audiovisual Design

Owner Reference:
Mary Ann Makee, Assistant Executive Director
Musical Arts Association
Severance Hall | 11001 Euclid Avenue
Cleveland, OH 44106
216.231.7437 (Office) | 216.406.4217 (Cell) |
mmakee@clevelandorchestra.com

Blossom Music Center Art Gallery

Westlake
Reed
Leskosky

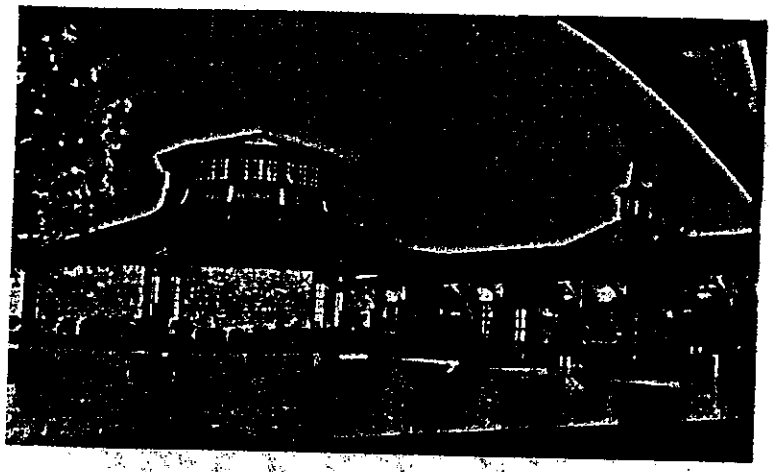
Bethel Woods Center for the Arts

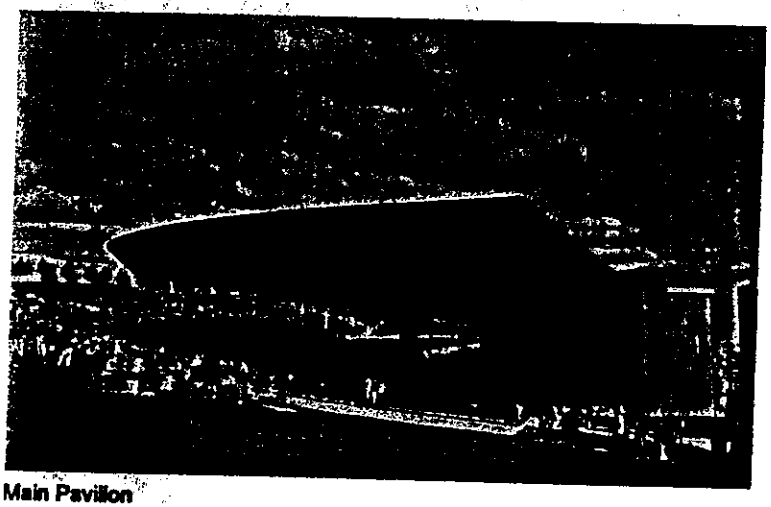
(site of the 1969 Woodstock festival)

The site of the famed 1969 music festival that gave its name to a generation is again the setting for the performing arts as a new international cultural destination. Set within nearly 2,000 pristine acres, the Bethel Woods Center for the Arts incorporates the original 37-acre Yasgur farm that was the concert venue for the 1969 Woodstock festival. The Center, which encompasses 127,000 square feet in 18 buildings, expresses a strong sense of place befitting a site that symbolizes a cultural transition and time of radical social and political change in our country. Complementing the rural nature of the iconic site, the architecture makes use of vernacular forms and natural materials, most native to the region, in a way that feels both timeless and thoroughly new.

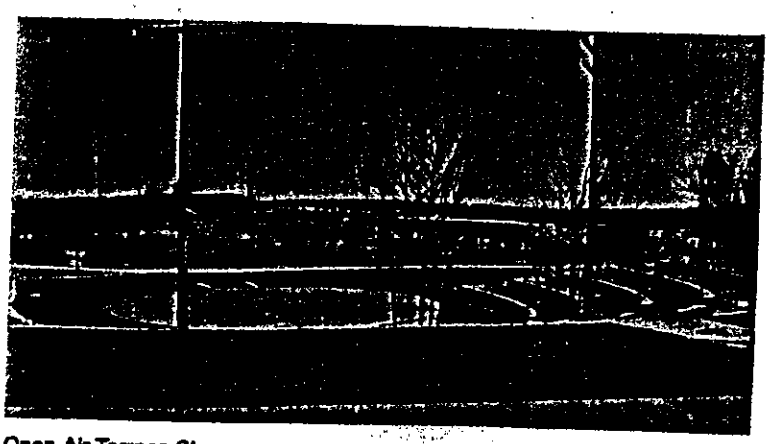
The $112 million project features a 4,500-seat open air pavilion with lawn space for 10,500, a 1,000-seat open-air Terrace Stage, a Museum and Events Center, concessions and other support facilities, as well as extensive site interpretation and all related infrastructure.

Westlake Reed Leskosky provided: Master Planning; Architecture; Electrical, Mechanical, Plumbing and Structural Engineering; Audio-Visual and Theatre Consultation; Museum Planning and Content Development; Energy Conservation; and Historic Preservation.





Main Pavilion



Open-Air Terrace Stage

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Bethel Woods Center for the Arts
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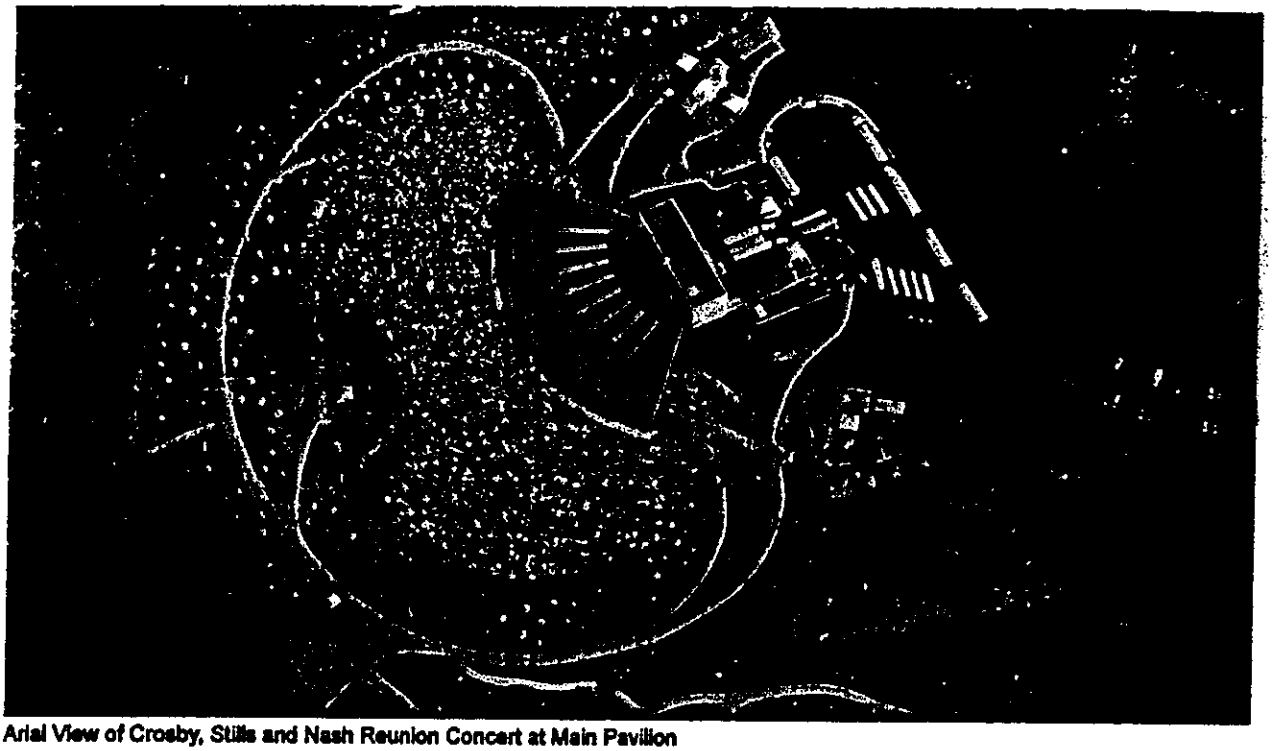

Arial View of Crosby, Stills and Nash Reunion Concert at Main Pavilion

Location: Bethel, NY

Size: 130,000 SF in 18 structure on 250 developed acres | 4,500 seats under cover | 10,500 on lawn | 1,000 seat open-air stage

Construction Cost: $54.4 M (Pavilion/Site) | $20.1 M (Museum/Events Center)

Completion: 2006 (Pavilion/Site) | 2007 (Museum/Events Center) | 2008 + 2012 (additional projects)

WRL Scope of Work: Master Planning; Architecture; Electrical, Mechanical, Plumbing and Structural Engineering; Audiovisual and Theatre Consultation; Museum Planning and Content Development; Energy Conservation; Historic Preservation

Owner Reference:
Darrell Supak, Chief of Staff
Gerry Foundation, Inc.
One Cablevision Center | P.O. Box 311
Liberty, NY 12754
845.295.2715 | 845.295.2441 (ph2) |
dsupak@granitelp.com

Westlake
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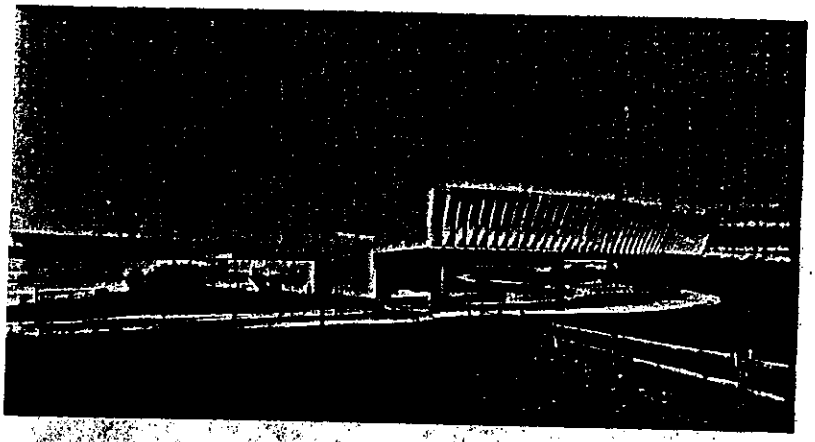
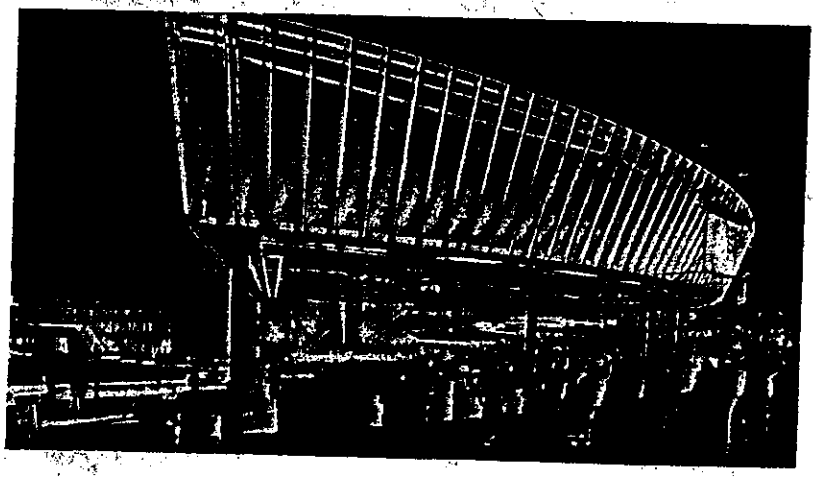
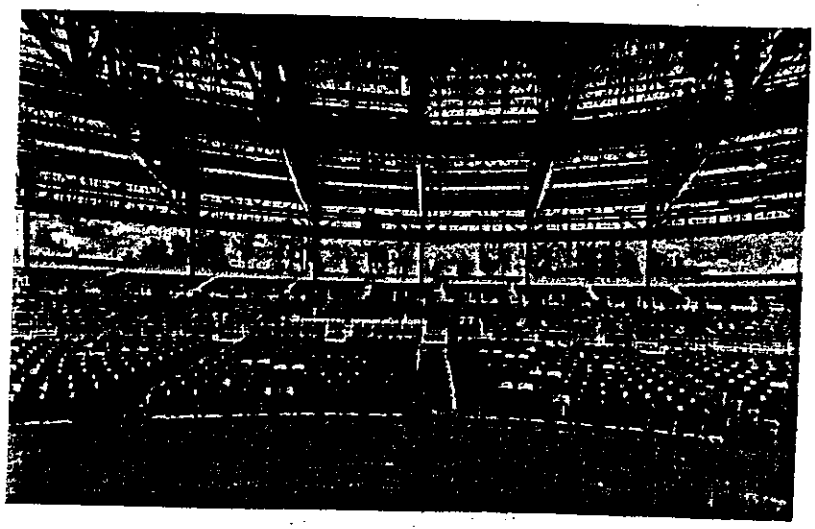
Onondaga Lakeview Amphitheatre

WRL designed a new performing arts venue on County-owned land on the western shore of Onondaga Lake near Syracuse, New York. This new facility includes an amphitheater with seating for 5,000 under cover and 12,500 on the lawn and other amenities such as nature trails and an event center. Associated infrastructure includes access roadways and site utilities (power, water, sanitary sewer, drainage, and data/communications). Delivered via a Design-Build contract, the project had several key challenges including a difficult site (capped industrial waste) and a hyper track schedule with design and construction completed in less than one year.

Practical concerns drove many design decisions. The amphitheater's position and orientation maximize natural land contours and lake views while minimizing significant cut and fill. Material selection and construction methods were developed around readily available resources in order to meet the exceptionally aggressive schedule. Aesthetically, larger design precedents are the simple iconic forms, rooflines, and materiality of the agrarian structures of the region. Key details enhance the visual and metaphoric connections to the lake. For example, the pavilion fascia, when backlit, correlates to the fall of light at dusk on the lake waves.







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Reed
Leskosky

Onondaga Lakeview Amphithe
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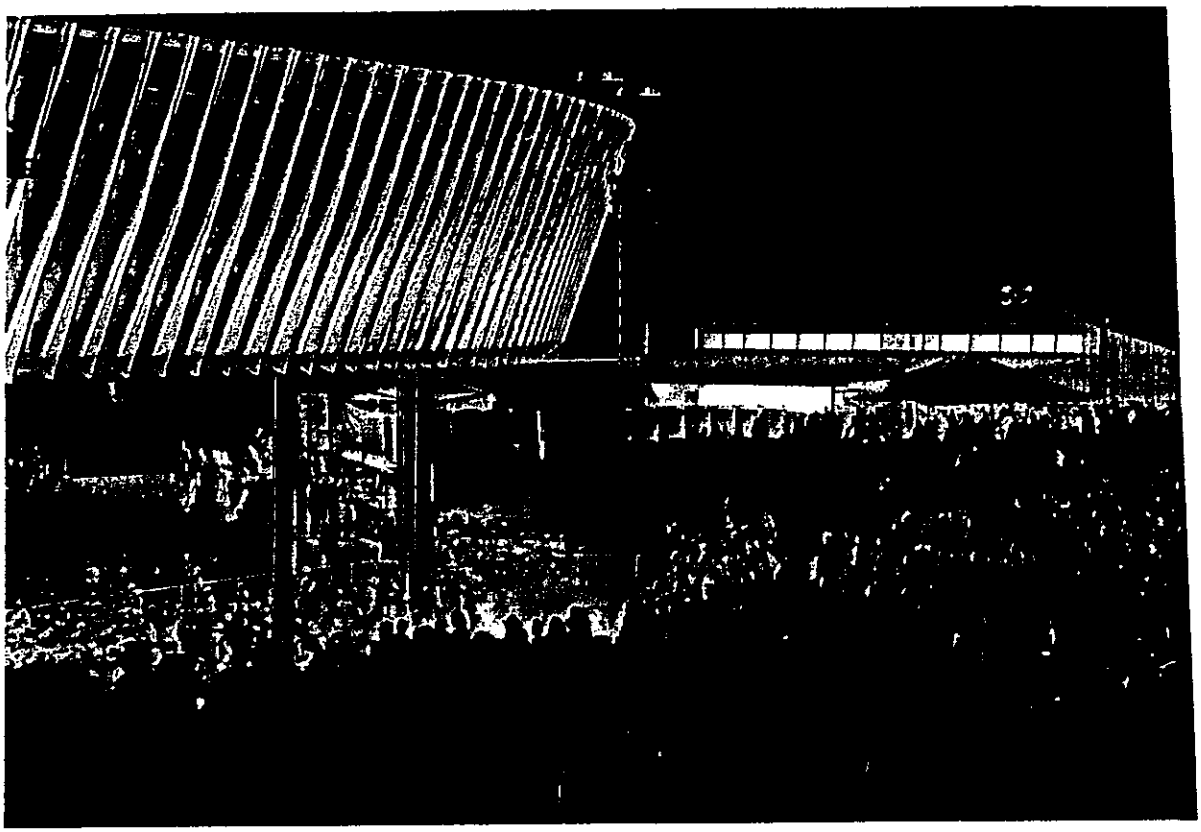

Location: Geddes, NY (near Syracuse)

Size: 79,000 GSF |
5,000 seats under cover and 12,500 on the lawn

Construction Cost: $42.4 M

Completion: 09/2015

WRL Scope of Work:
Lead/Executive Architect + Engineer (MEP + Structural), Theater Technical, Lighting, A/V, Low Voltage/IT (SD - CA)

Owner Reference:
Mary Beth Primo
Deputy County Executive for Physical Services
Office of the County Executive
John H. Mulroy Civic Center, 14th floor.
Syracuse, New York 13202
315.435.3516 | MaryBethPrimo@ongov.net

Westlake
Reed
Leskosky

Custer-Nugent Amphitheater and Festival Area

Westlake Reed Leskosky developed a concept design for a replacement amphitheater for Mill Race Park in Columbus, Indiana. The project goals were to remedy certain functional deficiencies (particularly related to flooding) of the original design by Stanley Saitowitz and to increase the programming capabilities of the venue while preserving the existing topography/hydrology of the site and honoring the nature of the original amphitheater. WRL's design provides a larger stage at lower elevation (to address sightline issues) that will be elevated approximately six feet above existing grade allowing water to flow under, unimpeded.

The iconic, sculptural fabric canopy form is modeled in response to nature and the desire to provide solar, wind, and moisture protection for performers, equipment, and audiences. We designed the enclosure systems as a "kit of parts" that may be implemented as funding allows. The stage enclosure, which is kinetic and operationally simple, consists of three elements--Stage Roof Awning + Vertical Curtains; Upper Side Panels; and the Mound Venue Canopy--which complement each other and may be implemented independently. Together, they create a memorable composition--a unique signature expression of the energy, passion, and creativity of the events on stage and the envelopment of the community gathering in these venues in Mill Race Park.

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Custer-Nugent Amphitheater and Festival Ar

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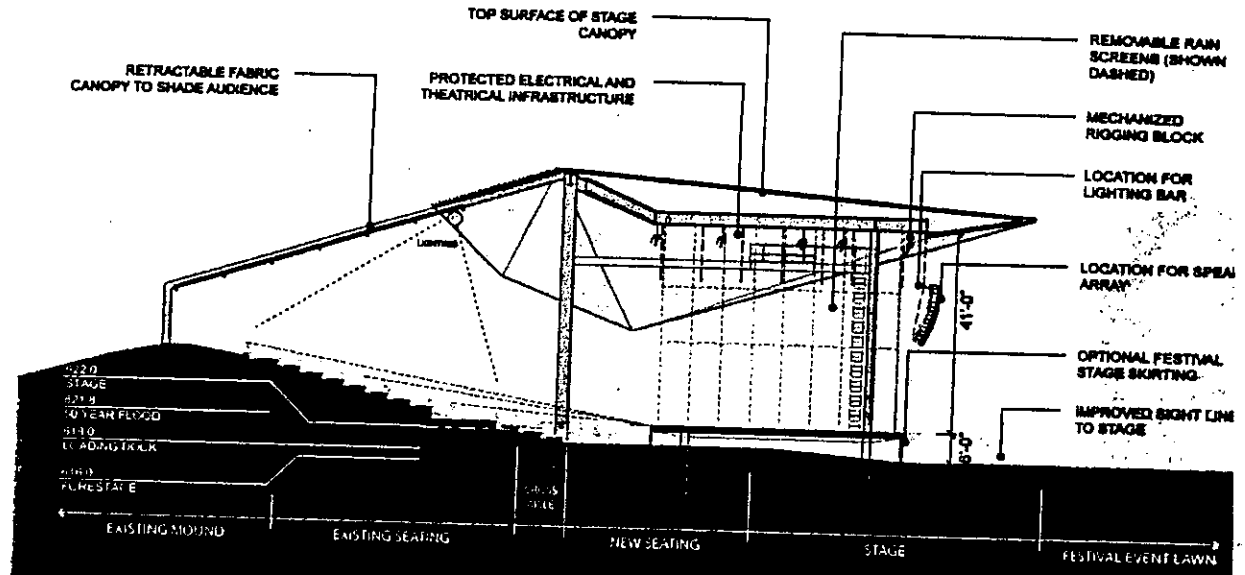


SECTION THROUGH AMPHITHEATER

Location: Columbus, IN

Size: 1,200 seats under cover (mount venue); 200 seats under cover and 9,800 on lawn (festival venue); 13,000 SF (stage, performance pavilion, patron support)

Construction Cost: $2.5 - $4 M estimated

Completion: 2014 (Concept Design); project is currently pending approval from City Council

WRL Scope of Work:
Architecture, MEP and Structural Engineering, Theatrical and Audiovisual

Owner Reference:
Heather Pope, Redevelopment Commission
Columbus Redevelopment Commission
123 Washington Street
Columbus, IN 47201
812.376.2547 | hpope@columbus.in.gov

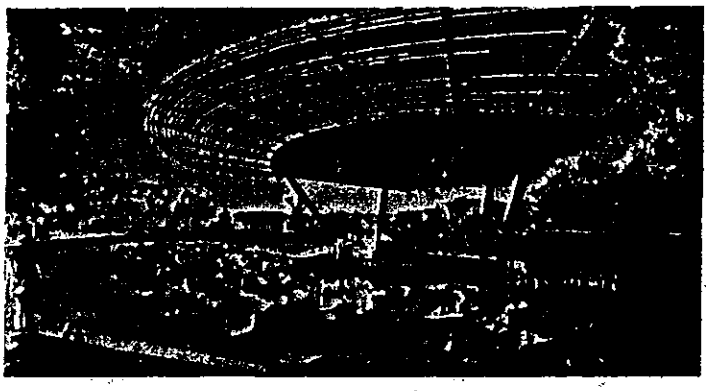
Westlake
Reed
Leskosky

Barbara Antonsen Memorial Park Amphitheater

WRL was the winner of a competition for the City of Sedona to design a new covered outdoor performance venue at Barbara Antonsen Memorial Park at the City of Sedona Posse Grounds Park. The design brief was to develop a covered performance area with outdoor, shaded seating for 200-300 patrons and the requisite support program (restrooms, dressing rooms, storage), technology and equipment infrastructure, and site/ landscape design in keeping with the character of the unique red rock formations and landscape of the existing park. The total project budget is $900,000. WRL's design concept takes its cue from the history of Sedona itself and is based on the experience of the site from the perspective of three simple elements: the red earth, surrounding views of the spectacular red sandstone cliffs, and the deep blue sky overhead.

WRL's design choreographs the visitor experience from arrival to a red entry plaza to descent along a nature pathway to the amphitheatre itself. The site design re-uses as much of the existing site conditions as possible (including re-using an existing berm for a sound buffer and balancing cut and fill) in order to complement the existing landscape and also to reduce cost. The covered performance area integrates fixed acoustical treatments and limited permanent lighting position. The canopy's structural elements extend over a portion of the lawn seating to support a modern "Latilla" shade structure made of simple, lightweight tubes. A structured entry court includes allées of shade canopy trees that define the pathways and arrival points into the amphitheater.

The project is under construction with an expected completion of Fall 2016.



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Barbara Antonsen Memorial Park Amphitheater
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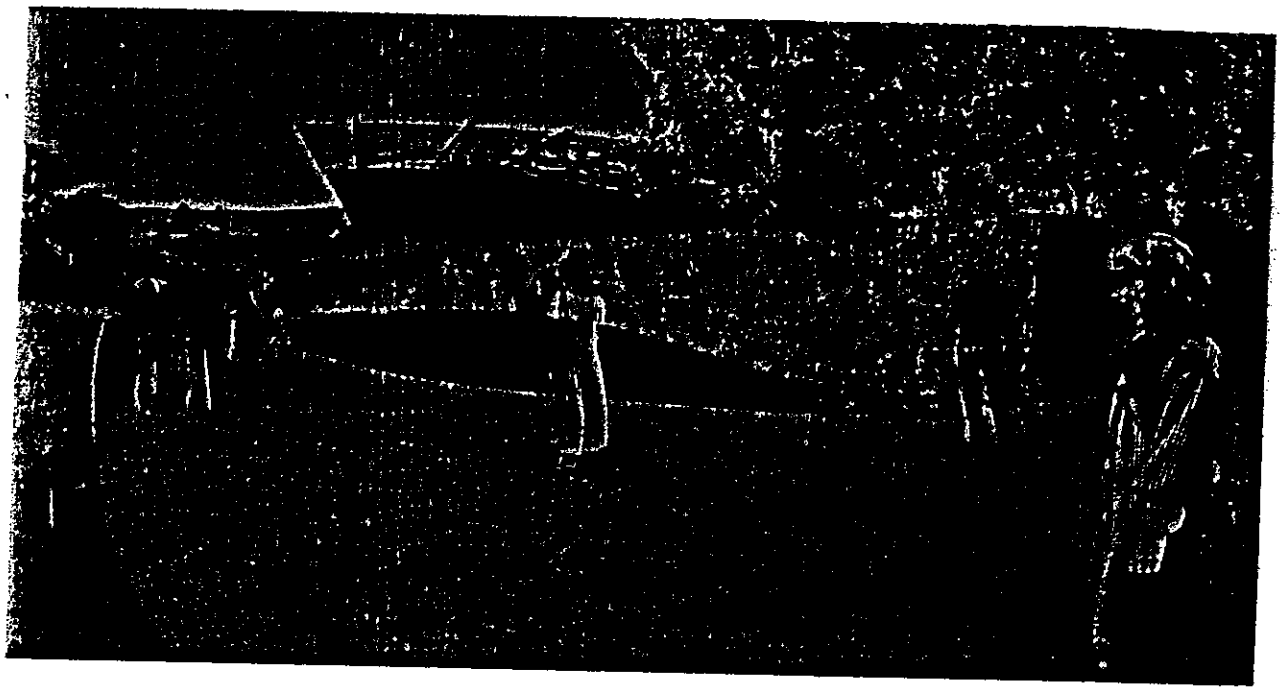


Location: Sedona, AZ

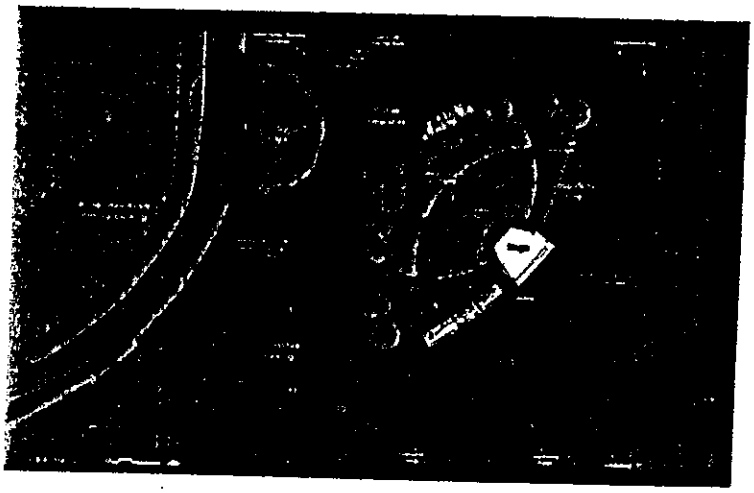
Size: 9,200 SF stage and seating, 200-300 seats

Construction Cost: $800,000

Completion: 12/2015 (CDs complete); currently under construction, targeting 09/2016 completion

WRL Scope of Work:
Architecture, MEP and Structural Engineering, Theatrical

Owner Reference:
Andy Dickey, Assistant Community Development Director
City of Sedona, Engineering Services
102 Roadrunner Dr.
Sedona, AZ 86336
928.203.5039 (office)
928.239.0481 (cell)
Adickey@sedonaaz.gov



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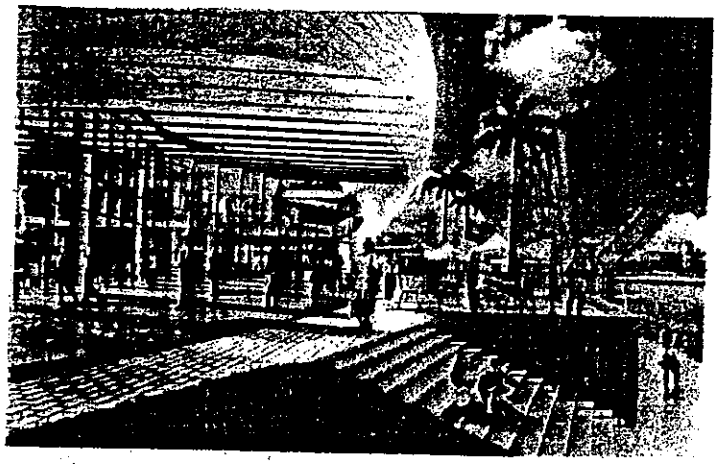
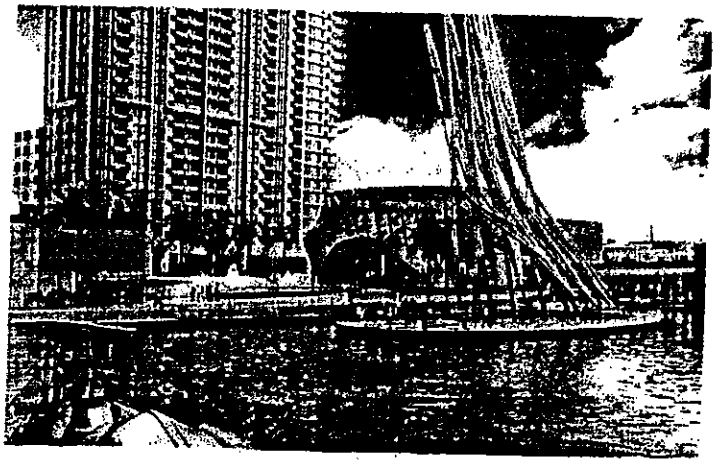
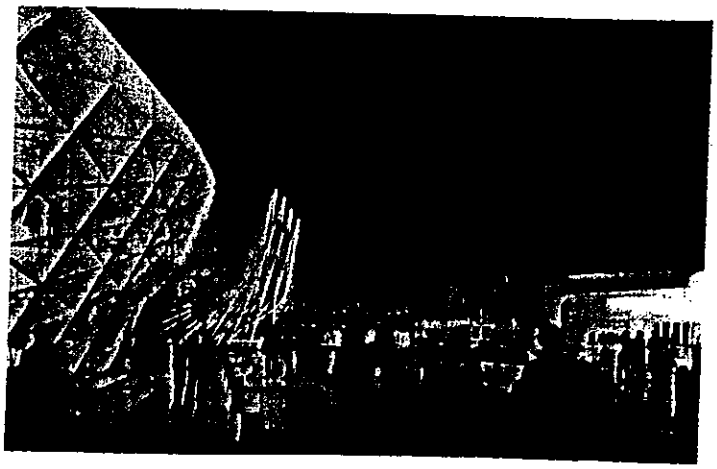
David A. Straz, Jr. Center for the Performing Arts Master Plan

Commanding a prominent site along the Hillsborough River in Tampa, Florida, the David A. Straz Center for the Performing Arts is the sixth largest performing arts center in the U.S. and currently hosts over 600,000 patrons per year at 9,600 events. WRL has been working with the the Straz Center for the past 10 years on a variety of studies and master planning efforts.

The current Master Plan was completed in early 2016 and leverages the development of a new residential tower, the city's Riverwalk (already extending both north and south of the site along the Hillsborough), and new Art Museum and Children's Museum located within the larger riverfront park. With a goal of maximizing the performing arts center's potential within this context, WRL established an appropriate site program to resolve several key challenges. These include: pedestrian and vehicular circulation (drop off, parking, and bus staging); connecting the Straz Center both to the River and to the downtown core; and developing a new parcel on adjacent land to accommodate parking and mixed-use development. The Master Plan recommends a series of interventions—a lobby expansion, updated food and beverage services, a new event center, arrival plaza, and outdoor event terraces—that are woven together to reinforce the experience of the Straz as an arts campus.







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Straz Center Master Plan
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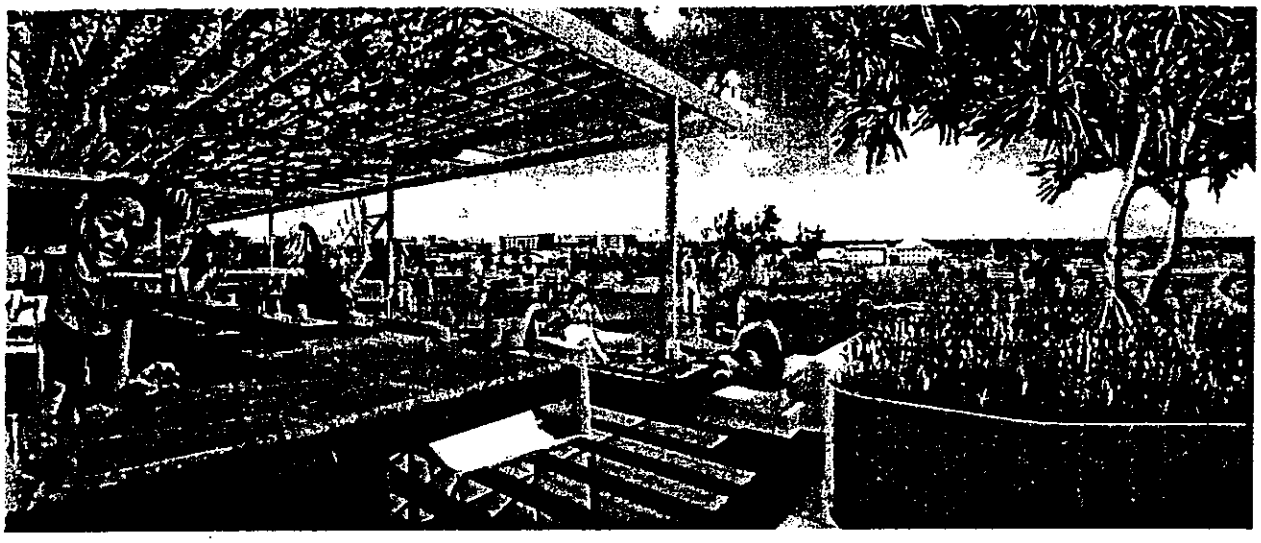
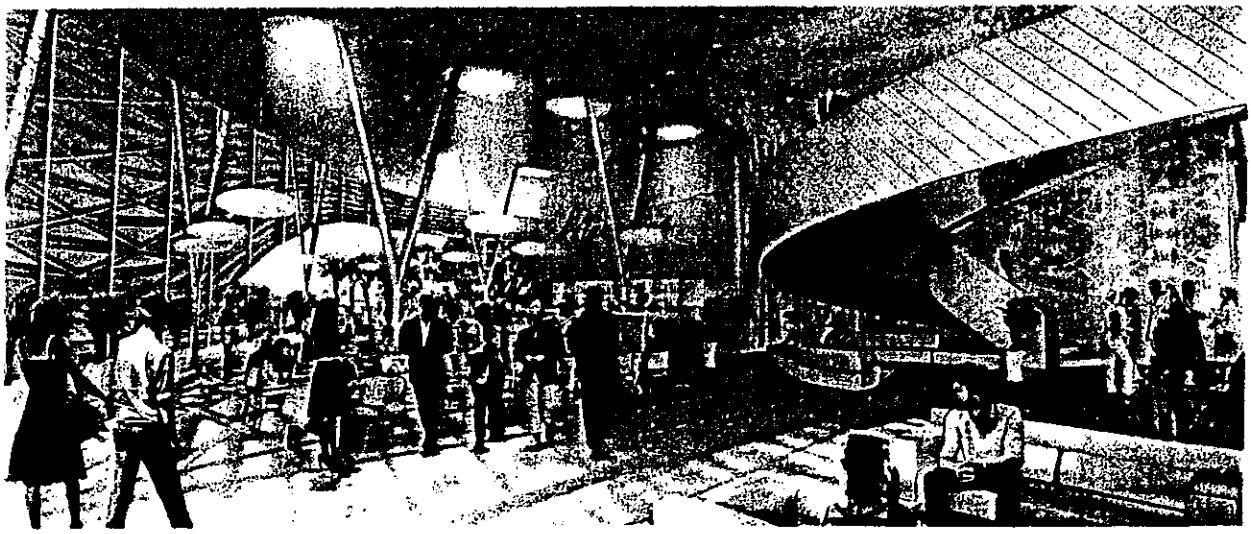




Location: Tampa, FL

Size: 240,000 SF (building area) | 10 acres under consideration

Construction Cost: $93.4 M estimated

Completion: 01/2018

WRL Scope of Work: Master Plan

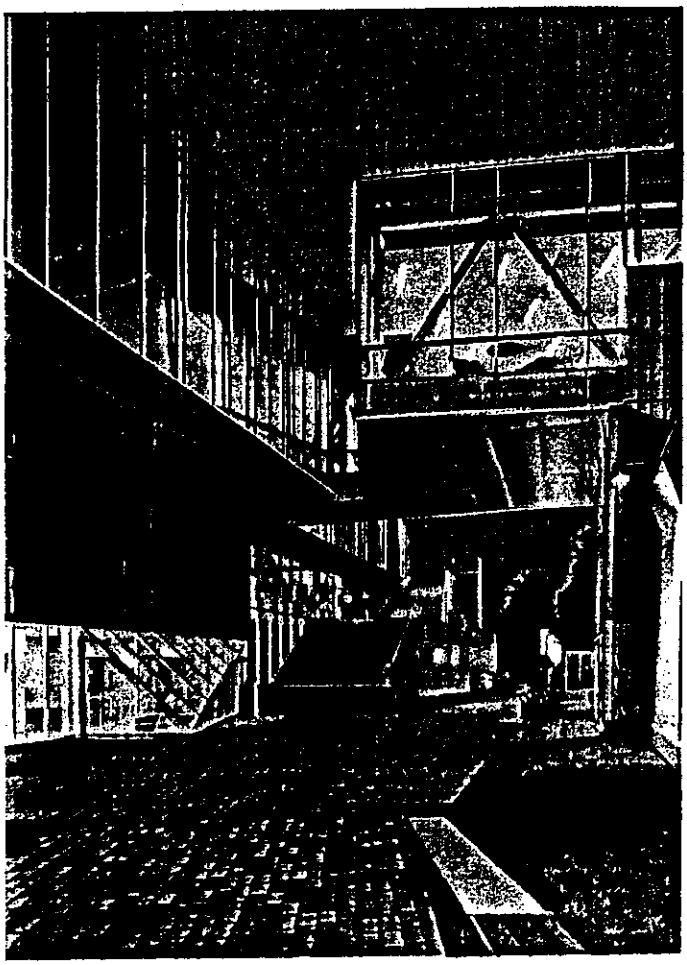
Owner Reference: Lorrin Shepard, Senior VP & COO | P. O. Box 518 | Tampa, FL 33601
813.222.1010 | 813.220.6295 (cell) | Lorrin.Shepard@strazcenter.org

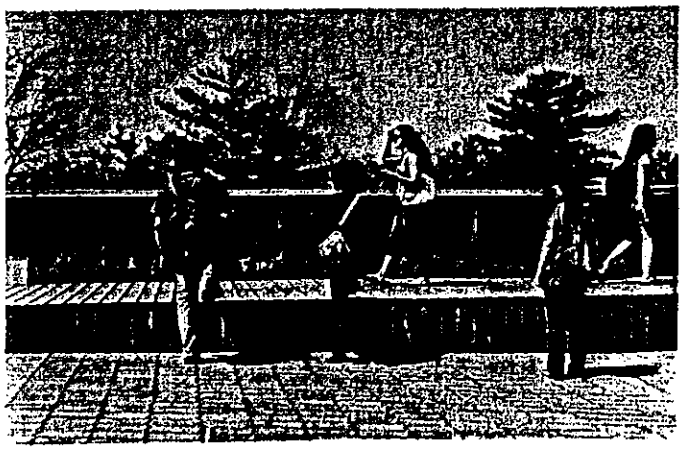
Westlake
Reed
Leskosky

Oberlin College Conservatory of Music
Bertram and Judith Kohl Building
LEED NC Gold

Westlake Reed Leskosky has been working continuously at Oberlin College since 2006 when the firm was retained to design a new facility for the Conservatory of Music. The award-winning Kohl Building serves as the innovative new home of the Conservatory's acclaimed Department of Jazz Studies and its academic programs in music history and music theory. The new 37,000 SF facility interfaces with the adjacent Conservatory complex and creates an elevated pedestrian link that ties in three buildings. The third floor cantilevers in the air between the new and old buildings, providing an iconic social space/lounge that is the "soul" and creative hub of the building.

The program features a world-class recording studio; flexible rehearsal and performance spaces; teaching studios and practice rooms; a glass-enclosed social hub for interaction; and a library/ archive. The Kohl Building was the world's first LEED Gold certified music facility and includes: geothermal heating and cooling with radiant panels, among numerous sustainable features. Significant attention was paid to tight integration of acoustic, energy, comfort, and air quality considerations. The Kohl Building has been recognized with numerous design awards, including the 2011 Society for College and University Planning/AIA-CAE Excellence in Architecture for a New Building, Honor Award, and was featured in *Architect* magazine.





Westlake
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Leskosky

Oberlin College Kohl Building

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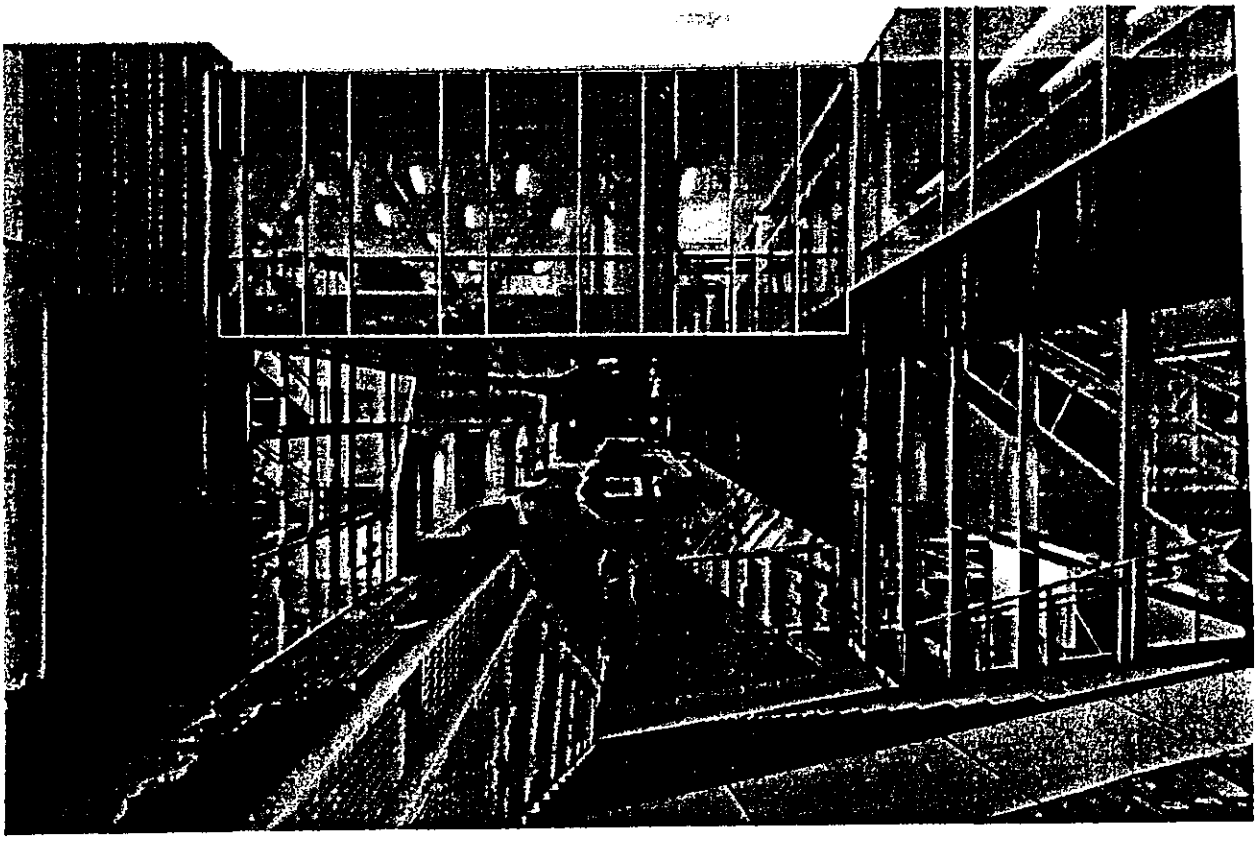


Location: Oberlin, OH

Size: 37,000 SF

Construction Cost: $15.8 M

Completion: 05/2010

WRL Scope of Work: Master Planning, Architecture, Interior Design, MEP + Structural Engineering, Theatrical, Audiovisual, IT, Lighting, LEED

Owner Reference: Steve Varelmann, College Architect | Oberlin College | 173 West Lorain Street | Oberlin, OH 44074 | 440.775.6885 | 440.935.2599 (cell) | Steven.varelmann@oberlin.edu

MIAMI VALLEY HOSPITAL SOUTHEAST ADDITION PATIENT TOWER

Downtown Dayton, OH

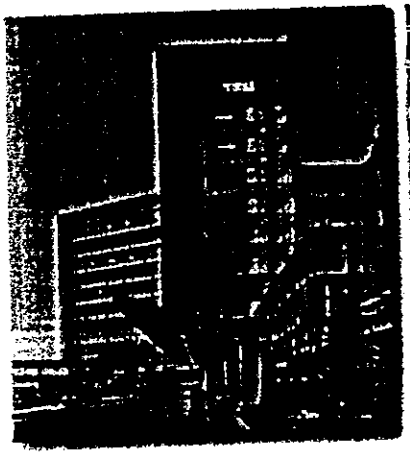
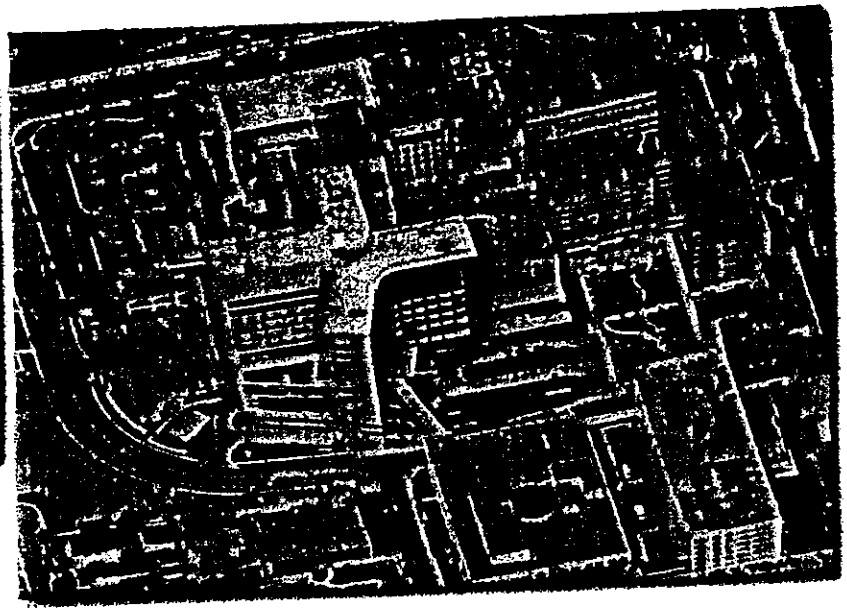


Photo: NBBJ



FIRM ROLE:
Civil Engineer of Record
Surveyor of Record

OWNER:
Miami Valley Hospital
Bob Eling
Director of Facility Support
(937) 208-8000

CLIENT:
NBBJ Design
Timothy Fishking, AIA
Principal
(614) 232-3050

CONSTRUCTION COST:
$137 million

COMPLETION DATE:
2010

RELEVANT PROJECT ELEMENTS:
- **Southwest Ohio's First LEED Silver Hospital**
- Surveying and site design
- Utility relocation
- Water and sanitary relocation
- Stormwater management

LJB provided site design services for a new 484,000-square-foot addition at Miami Valley Hospital's main campus and a two-level underground 40-car parking garage incorporated into the building's base. Because this project had a very tight site, the site design required the relocation of existing utiltiies, changes in site access, receiving decks, and upgraded public sewers within the city streets to accommodate the hospital's growth.

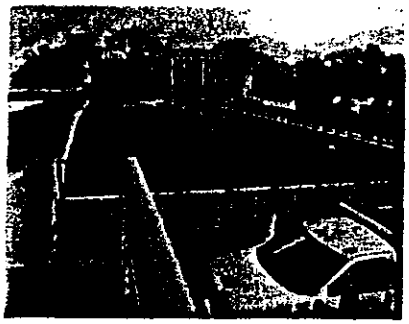
The 12-story Heart and Orthopedic Tower has 178 patient rooms and serves as a comprehensive heart center featuring imaging services, cardiac testing, cardiac catheterization labs and heart surgery suites. The addition also includes a new patient/visitor entry lobby, library, cafe and landscaped gardens. LJB's responsibilities included detailed site design, surveying, grading and utility relocation design.

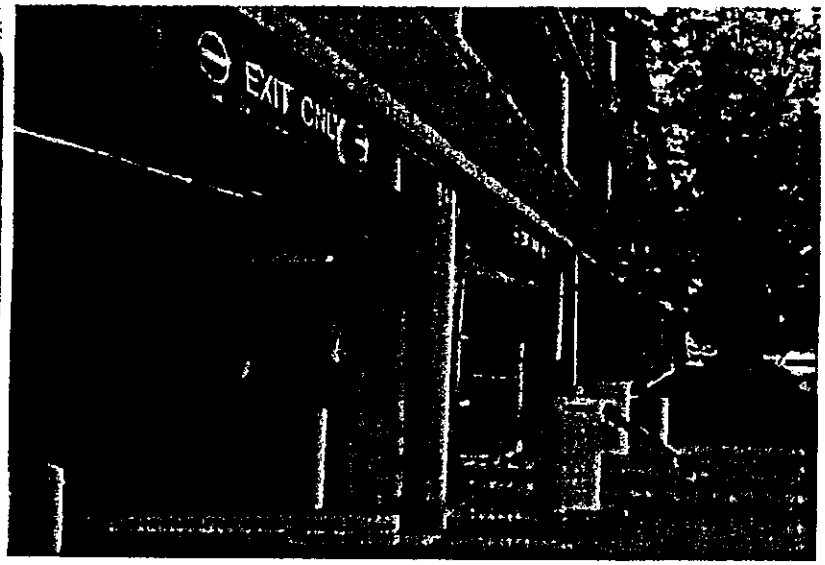
Due to limited space for the new tower, several existing structures were demolished to make room for the new building. In order to keep buildings on the opposite side of the site accessible for patients and staff, a temporary pedestrian bridge was installed that didn't interfere with hospital operations. Access to the main entrance of the hospital was maintained throughout construction.

The patient tower meets the stringent energy requirements set by the 2030 Challenge and has 54% better energy performance than similar regional hospitals. This project was southwest Ohio's first LEED Silver hospital.

MONTGOMERY COUNTY ADMINISTRATION BUILDING GARAGE ENTRANCE RELOCATION AND LOADING DOCK EXPANSION

Downtown Dayton, OH





FIRM ROLE:
Civil Engineer of Record
Surveyor of Record

OWNER/CLIENT:
Montgomery County Administrative Services
Philip Miller
Deputy Director
(937) 225-4687

CONSTRUCTION COST:
$137 million

COMPLETION DATE:
2015

Because of reconfigurations to Interstate 75, the existing egress points from the streets around the County Administration Building became obsolete. LJB relocated the existing parking garage exit located on the north side of the garage to the west face of the garage to exit onto the relocated Visa View Drive.

The new location matched the existing egress with two exit lanes, overhead security doors, card readers, and control gates. The project also included bringing electricity to the new location, structural modifications, and construction details of the drives, curbs and interface with the street. LJB provided a property survey.

Additionally, with the realignment of Vista Drive as a part of reconfigurations to Interstate 75, the private drive to the loading space became a part of a public street and reduced the area available for delivery vehicles, loading and unloading space. This project increased the area for loading space by removing part of the retaining wall and earth from the west side of the building and placing concrete paving in it space.

LJB's scope included field survey of the proposed development (gathering topographic information, locating physical features and visible utilities), creation of a base map, site design (including drainage design, paving design, drive approaches, and other site construction details), and design details for the removal and new construction of the retaining wall.

LJB coordinated with the City of Dayton for the approval of the proposed changes to the site.

Design Approach

The Levitt Pavilion offers a unique opportunity to overlay activities and programming on an underperforming asset of the City of Dayton. The social, perceptual, and economic benefits of this new programming requires a site and pavilion that manifest the civic vision of the project and, of equal importance, enhance the everyday experience of non-programmed use of the park space. To this end, we envision a process that evolves along four (4) key fronts simultaneously; each of which stretches between highly pragmatic technical requirements and thoughtful crafting of experience:

1. Soft reconnaissance / site safety / social and civic engagement / stakeholder buy-in
2. Best practices for amphitheatre and event pavilion design, Thoughts and Considerations
3. Levitt foundation requirements, standards, and protocols
4. Site and context specific design / Understanding and deploying the above in a very particular place and circumstance

In any urban revitalization project such as this, building consensus and buy in among key stakeholders and the community is vitally important. Given the scattered locations of various City departmental offices, one way to facilitate this engagement might be to designate a meeting place located in the Convention Center or the adjacent hotel for Advisory Committee and Planning/Design Team charrettes and coordination meetings and to accommodate a public/open house event. The proximity to the project site provides the ability to take a meeting break and walk into the urban park project site to better convey the development constraints/issues, urban design influences and opportunities for revitalizing this public space.

We have done this on a number of projects and our clients really seem to appreciate getting away from their day-to-day work environs, to focus on the project planning/design process and product in a more meaningful and productive manner. This might even tie into the City's marketing, PR, promotional strategy to energize the community thereby achieving a stronger private/public buy-in or support of this redevelopment initiative.

The strategy for branding and for sharing of information/development imagery promoting the urban park space and entertainment venue throughout the planning/design/development process is critical in order for people to have ownership in the process.

Problems + Opportunities

All projects can be positively shaped by the rules and constraints both assigned and implicit. Innovative solutions to key problems are ultimately the measure of excellence of a project and we strongly believe in the friction between conflicting desires as a core generator for innovation in design and programming. Implicit in the RFP is a good start on the answer to the problems to be encountered, namely the development of multiple initial approaches, complete with pro's and con's of each. The iterative process of developing three possible approaches to the design will produce a 'best of' list where our objective is always to cull the most impactful and salient opportunities into a comprehensive fourth proposal, a strategy of 'both-and' thinking where what is critical is debated and becomes the driver of the project.
Below is a call to attention of some such initially apparent conflicts, which involve and impact each of the four components of the project outlined above:

Acoustics

The urban condition of the site is both its great strength and potential challenge, not just for acoustics but a successful pavilion must achieve excellence in performance and experience. The challenge is twofold, both the sounds of adjacent activity particularly the bus-stop idling penetrating the park and disrupting listener experience [though the electric buses along Main do help] and the bleed of sound from the performance out into adjacent properties. Both are solvable with proper siting of the pavilion and audio design alongside proper policy/expectation setting early in the process. Key considerations to address these latent conditions follow:

- **The Dayton noise code is somewhat ambiguous** with respect to property line noise from live music events. Significant work and understanding with city officials as to determining appropriate metrics for meeting noise codes with or without special permits will be required to make the Levitt a success and prevent potential complaints or lawsuits.

- Siting of the pavilion with respect to potential disturbances of surrounding properties will be critical to both meeting the noise code as well as minimizing audible disturbances.

- Review Pavilion location with respect to the surrounding cityscape. We would steer architectural design away from any shaping or siting that could adversely affect the audio system performance (reflections from adjacent buildings, hardscape, etc), but rather to promote good sound projection to patron areas and provide an even sound field.

- Shaping of the pavilion should promote natural acoustic enhancement as a complement to the audio system design such that they can work in concert with each other.
-

Acoustics and Privacy vs. Open, Safe and Public

Another subset of the acoustic parameters may be the desire to buffer—through mounding, depressions, and/or planting—the performance area from adjacent noise. While possible, this desire creates a parallel and in some ways oppositional desire to maintain a safe, visibly accessible, and police-able landscape condition. We believe that through deft topographic manipulation of the ground plane, strategic placement of ancillary structures, and porous view-sheds both desires can be achieved.

Visibility, Siting, and Backdrop

We find [currently] the most powerful corner of the site is the intersection of Main and 4th. While parking is to the east and south, this intersection seems to mark the front door of the pavilion site to the city as well as providing a compelling architectural backdrop for an audience. However, the corner as an anchor also suggests that loading, service, and back of house functions work against this desire to have the city backdrop as the 'backstage' of the pavilion. We may find it more appropriate to anchor the service along the Jefferson parking garage and Crown Plaza Service side, but this condition sets up a less advantageous setting for the pavilion. The deployment of landscape, large plantings alongside alternative arrangements as described in the RFP will deliver pro's and con's of these and other potential sitings early in the process in order to most thoroughly weigh Dave Hall Plaza's opportunities.

Natural Conditions

Forces such as prevailing winds [from the northwest in colder seasons and southwest in warmer], acoustics, seasonal change, topography, and solar orientation, among others, will all shape design decisions and may not support one another when overlaid on this specific site. Resolving these conditions and developing diverse experiences from them, seasons, landscape, temporal phenomena and amplifying the singular experience this project can offer; an outdoor concert in the city, is a strong motivational force of the project. To document and test these conditions we employ diagrams, visualizations, and 3D modeling. Using all of these techniques (producing solar studies that will test when the sun will cast building shadows across the lawn for example), will be critical in determining the final layout of the pavilion and adjacent structures.

Crowd Hydraulics vs. Intimacy and Scale

A key consideration in developing the Levitt Pavilion in a downtown environment is the competing desires to accommodate large crowds when programmed uses are underway without creating a void in a current [future] fabric. The site is urbanistically at the intersection of city grid and the large scale infrastructures associated with the Convention Center, hotel, parking structures, and elevated railway. It is a large site

alongside larger building stock which makes its use as an amphitheater the appropriate scale of intervention. Simultaneously, we want it to exhibit characteristics of a compelling place for smaller groups—smaller audiences and even daytime strolls or lunch spots when adjacent development catches up. In theatre design we might include balconies or diverse seating offerings, in an amphitheater this is achieved by deftly manipulating the ground-plane (here seating 5000) into zones, potential terraces, and alternative seating conditions while maintaining the Levitt Pavilions exacting standards for performance venues.

These considerations are not exhaustive and leave out many other challenges the project is bound to face given limited resources and its significance in the city. Gaining broad support and developing a compelling vision will be essential to the project's successful realization. A more comprehensive set of criteria to be evaluated and understood follows.

Site and Environs

The following thoughts are meant to share our knowledge of the site and the surrounding environs. The intent is not to repeat what is stated in the RFP, but it may elaborate or emphasize certain project planning/ design issues, challenges, and opportunities that can be addressed or expanded upon in the project understanding, approach, and proposal submission.

Safety & Security

The existing Dave Hall Plaza, park/green space has had many issues over the years. Drug and other illicit activities have tainted the public's impression and therefore safe use of the space. We believe that police and law enforcement agencies need to be interviewed and engaged in the planning process.Design considerations for public spaces, that address real issues and influence public perceptions:

- Greater visibility from the perimeter streets into the park
- Improved site lighting that is both effective for security and safety of the visitors, while being unobtrusive to nearby businesses.
- Introduction of high security, video monitoring system with accessible feed to police station or patrol vehicles
- Site design that accommodates police patrol vehicle access, which would also address emergency vehicles and larger maintenance/operation vehicles to meet larger performance set-up needs (i.e. expanded tensile structures, mobile Jumbotron LED screens, etc.).

Adjacent Buildings and Businesses

- The Reibold Building and Parking garage are located north of the park site on Main Street. Montgomery County owns the building which is the main county-wide health and social services office. This historic building is going through a multi-million dollar interior renovation project at the present time. It is an anchor for the south downtown Dayton district, highly visible, and a significant social services facility, and therefore, attraction in terms of public visitation.

- The Crown Plaza Hotel is possibly the third hotel chain that has operated this building. Lately, there have been rumors in terms of their future operation and financial viability which relies heavily on the adjacent Convention Center's conference program or community event attractions. **Note: A visitor to the hotel and the conference center can park in the adjacent parking garage, gain secured access to both facilities and never engage the street. Besides operational convenience, we are certain that safety and security of the visitors is an overwhelming reason for this above the street grade pedestrian connection.*

- Dayton Convention Center – Recently an operations feasibility study was conducted due to the decreased usage of this facility. For years the economic and operational viability of this facility has been questioned.

- The Levitt Pavilion/Dave Hall plaza public space is a key component to changing the public's perception within the south downtown Dayton district. Repurposing, reinvigorating and actively programming this community space (and perimeter streetscape urban grid connections) could be the City's contribution to improving a very important component within this superblock.

Parking Accommodations

- There are three (3) parking garages and one small surface lot that surround Dave Hall Plaza.
- It is our understanding that the Levitt Pavilion community development projects are relatively free or minimal fee entertainment. Accessible and affordable parking will be critical to attracting and accommodating the desired facility design and public attendance.
- A question is, will the City or another management/operation entity collaborate with nearby parking facility operators in lowering the off-business hour cost of parking for the LP events.
- Improved or increased lighting at parking facilities and the streetscape pedestrian connections need to be considered and addressed.

Additional Critical Planning/Design Considerations

- The Reibold Building surface lot may be ideal for accommodating handicap parking for events.
- Perimeter street metered spaces need to be studied relative to daytime convenience/needs, elimination during events to open-up views of the park, widening pedestrian streetscape-oriented space for activities, improve/emphasize the park's point of entry and street-grid connectivity.
- Signage and wayfinding needs to be highly visible and well thought-out.
- Consideration should be given to improved or increased lighting levels at parking facilities and streetscape pedestrian connections.
- Additional Site Considerations
- The Hotel's back of house, service/loading deck and formal lobby drop-off area need to be addressed in terms of buffer, visibility, security, accessibility and connectivity into the new LP park design.
- A defined hierarchy of park pathways should be developed to accommodate larger entertainment events, and have an inviting, intimate urban community park character for the neighborhood's use and enjoyment.
- Using the analogy or spatial similarities of a formal, historic indoor theatre, the design could be a larger, very efficient lower level floor space (aka. 'mezzanine') that accommodates a greater seating capacity and then the 'loge' and 'balcony' spaces that are part of the whole park but would also serve the dual role of a smaller park node, with a shared/enhanced streetscape+.
- Inventory and assessment of the health and condition of existing park vegetation needs to be conducted.
- Within the context of the proposed park design, options of visibility, appropriateness, and cost associated with preserving existing trees will need to be addressed.
- Operation, Management and Maintenance Influences of the LP Design/Development
- Collaboration relative to the business plan and operation strategies and budget is critical

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Performance Venue Thoughts and Considerations

Westlake Reed Leskosky has had the privilege to work around the country and internationally on amphitheatres, ranging from small community spaces to facilities of renowned orchestras. When we approach the planning and design of a new facility or renovation of an existing facility, we first look broadly at all the facets of an outdoor performance venue. Through this thorough consideration, we help our clients develop solutions that effectively improve the function and performance of the facility. Please note the following items that should be considered during an early assessment and planning phase.

Circulation + Flow + "Hydraulics"

- Parking (location + number of spaces, including bus parking)
- General drop-off for cars + busses
- ADA drop-off
- Patron approach + way-finding to venue from parking
- Patron circulation around facility during performance
- Patron post-show exiting circulation
- Emergency staging /access
- Emergency egress/evacuation
- Emergency sheltering areas
- Performer access + load-in /load-out
- Vendor access + staging (food, merchandise)
- Ticketing (Box office, "ticket tear" location, queuing)
- Separation of front-of-house and back-of-house circulation
- ADA access from "house/lawn" to stage
- Secure areas

Stage + Canopy + Performance + Performer Support

- Solar Orientation of stage + overhang
- Stage stamp size (performance space + wing space)
- Extent of stage cover
- Sun control
- Lightning protection
- Roof drainage
- Load-in position / size of truck (box versus trailer) + turn-around access
- Back of house support (restroom, green room, stage storage, electrical/IT)
- Audio mix position (in-lawn)
- Lighting position (in-lawn)
- Infrastructural capacity to accommodate all audio and visual needs of performers and shows

Acoustics

- Controlling ambient noise outside of venue
- Shaping acoustical performance within the venue
- Containing sound / minimizing nuisance to any adjacent residential areas
- Amplified sound / un-amplified sound flexibility
- Lightning protection

Lawn + Patron Support

Types of seating (fixed, lawn chairs, blankets)
Patron seating capacity
Sight lines

General Lawn Lighting

- Type of grass species + durable/resilient landscape materials
- Size of restrooms (best practice, which exceeds code: 4 fixtures per 100 (1/3 men, 2/3 women))
- Location of restrooms
- Locations of concessions (or potential areas of food trucks, vendors) + power/water/data access

Utilities

- Electrical capacity
- Water supply capacity
- Sanitary capacity
- Storm water drainage capacity
- Lightning protection

Aesthetics

- What is the desired aesthetic + articulation?
- Integration with aesthetics of existing architecture?
- How can landscape help define space and create character?

Initial Study

In order to best understand the vision, needs, and wants of the City of Dayton, it will be important to develop the three (3) initial design concepts with as much early information as possible. This initial study will include an over-arching review and consideration of the amphitheater and its environs and the issues that the City, Levitt, and we as architects, recognize with the facility. The site and immediate environs should all be considered within these initial studies. Regardless of the ability to immediately implement everything suggested, the early studies will allow for the creation, identification and prioritization of phased improvements and enhancements over a several years period that will guide subsequent improvements after the initial Pavilion and Landscape have been implemented.

The study will include these steps:

1. Documentation of existing conditions
2. Walk the site with the City and Levitt team and discuss all aspects of the facility (physical plant, programming, operations, etc,)
3. Develop list of needs and wants with the City and Levitt Team
4. WRL creates three (3) planning options addressing needs and wants of City and Levitt team
5. City + Levitt + WRL select a preferred master plan option
6. City + Levitt + WRL develop itemized list of improvements / enhancements for cost estimating
7. City + Levitt + WRL prioritize elements for full design development + documentation.

Please see the attached document, "Designing the Amphitheater" in Tab 7: Appendix. This is a document that we created to help our clients understand the various elements ant the inter-relations of elements of amphitheaters. While the size and scopes of amphitheaters differ, the elements of each are similar. Feel free to review this document and reach out to us if you have any questions.

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Project Management + Quality Control

Westlake Reed Leskosky strives to achieve the highest level of excellence in all aspects of our commissions, from our innovative designs to the administration and coordination of phased implementations and complex consultant teams to our interactions with clients. Westlake Reed Leskosky has a proven project management methodology, supported by quality and cost control techniques and design standards developed and refined in professional practice. With a strong record of on-time, on-budget performance and no outstanding claims, Westlake Reed Leskosky has the resources and capacity to successfully meet Central Arizona College's needs for this contract.

Integrated Design, Multi-Disciplinary Resources

Westlake Reed Leskosky offers a multi-disciplinary practice model in which our studio is fundamentally organized to involve all design disciplines and project stakeholders (owner, users, consultants, constructor) in a collaborative process from project outset, planning and programming through implementation and project close-out. The WRL Design Team includes architects, engineers and specialty designers (A/V, lighting, acoustics, IT/teledata) who have experience in working on renovation projects and whose specialized knowledge informs programming and planning. WRL staff is accustomed to working together in an integrated design process that facilitates higher quality communication, greater coordination and increased efficiency, schedule and budget control. We have found that this holistic approach—in which all the design disciplines and the client work together—is the most effective way to meet our clients' functional, aesthetic and budgetary goals. Our integrated process ensures that the planning and design process and ultimate implementation of projects come together seamlessly.

Communication

Client input and access to information on a project of this type are vital and we establish lines of communications to ensure appropriate levels for appropriate information. Typically, a Principal conducts all client presentations, assisted by the Project Director. We involve the Project Director and/or Lead Engineer in nearly all meetings in all phases of the work to ensure continuity of information and effective communications. We copy the client on all communications and involve them in all decisions of substance or material impact on the project. We establish a rhythm of formal communications (meeting intervals, conference calls) and protocols for informal communications. Regular team meetings are held to ensure that schedules are met and the highest quality delivered. WRL develops a work plan that is monitored continuously. As issues and decisions needing additional investigation develop, the team works proactively for resolution. Each member of our team is actively involved in the progression and completion of the design.

Project Work Plan

At the outset of a project we will develop a Project Work Plan collaboratively with the City. This Work Plan combines several key aspects of project organization: activities and tasks, participation and time. This planning document includes a list of sequential project tasks, including work periods, meetings, work sessions, presentations and phase milestones including document tender and review and comment periods.

The resulting matrix provides a tool to mark required and optional participation for all team members and serves as a practical planning tool for individual calendar blocking, expectations for document delivery and anticipated review periods, and general awareness for all participants of the planned process for each phase. At each phase of the project, the detail of the work plan is audited and refined to reflect the current circumstances of the project. While the goal of this management tool is to maintain continuity, schedule, and awareness, the material is also a living document and can be influenced by project factors over time.

We have included an initial draft workplan here for your review.

Project Budget Management

It is the designer's responsibility to reconcile design concepts and programming needs with the project budget, and our firm takes this duty very seriously. Working with independent cost estimating firms, we initiate each project or task order with a careful evaluation of the project scope and requirements and the Owner's budget range. Our process involves defining an irreducible minimum project and options or alternates that are additive to this core scope. The irreducible minimum project must meet the fundamental programmatic and functional requirements. Options or alternates are considered with respect to scope that could be deferred, funded with alternative sources, or aspects of the program that are not critical to the core requirements.

These budget strategies are carried to each sequential design phase, with some options or alternates becoming part of the project scope and others falling away as the design and project budget are refined. We do not consider the process of Value Engineering to be a reactive exercise to a budget problem, but an ongoing design strategy to avoid budget problems. In some instances, several specific alternates are documented in the Construction Documents as Bid Alternates, facilitating a mechanism to react to favorable bidding circumstances and providing opportunity to incorporate scope at the time of bidding.

We view cost control as an "active" part of the design process, not a "deductive" list of disappointments and we include cost estimates and value analysis at the very outset of a project. Defining the scope and predicting the cost in the schematic phase is important to maintaining the schedule and developing a linear approval process with the owner/users. Special emphasis is placed on estimating the costs of design alternatives during the concepts phase, where flexibility to change vs. cost control is maximized.

Schedule Management

Our success in delivering projects on time and within budget is based on early detailed scheduling and ongoing scheduling updating. We develop an overall project schedule at the RFP stage based on task order specific requirements and customary durations and steps for the development of design and document production based on the project scope, type and scale. The schedule also accounts for special circumstances, such as expedited production, additional phases or special studies or other project specific factors. These schedules are assessed and updated periodically with the owner and adjustments are made as required and as mutually agreed. We strive to maintain the overall project duration when micro adjustments are warranted during individual phases, thus avoiding contract modifications.

Quality Control

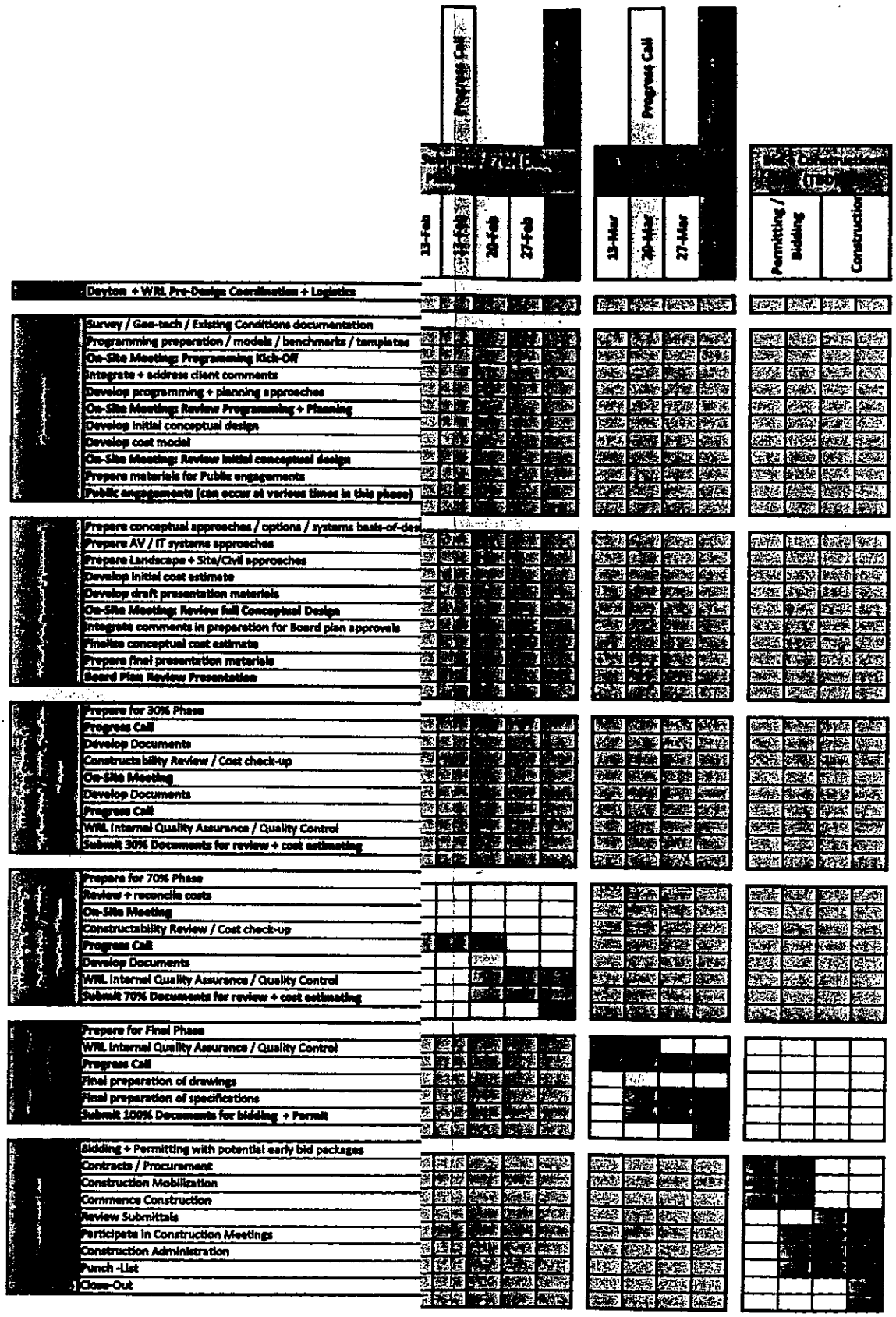
Our office has protocols and standards to assure that we maintain a strong concept through implementation, as the project progresses in detailed development. We coordinate the entire consulting team through regular meetings and communications throughout the process. We have established deliverables and requirements for each discipline for each phase, and also include processes such as code review, external review with regulatory authorities, and client review. At the end of each phase, we perform a quality control review by peers in each discipline, to determine conformance to the requirements, and to validate the design assumptions, level of completion and coordination among disciplines. Projects proceed to the next phase when all comments and/or corrections are completed and the budget and estimate are in agreement.

Construction Administration

WRL is committed to creating designs that are innovative, structurally sound, aesthetically pleasing, financially prudent, and that will perform for years to come. Following the completion of the construction documents, Westlake Reed Leskosky will work closely with the Owner and construction manager or

general contractor throughout the bidding and construction administration phases of the project. Our management, design and technical staff will be involved from the initial design to project close-out. We are proactive in identifying problems, clarifying unresolved issues and setting expectations for quality and coordination of trades. WRL proactively resolves issues that could potentially become cause for change orders. Our firm is built around senior technical staff with experience addressing and solving construction and site related issues. Our in-house mechanical, electrical and structural engineers will be involved throughout the construction administration phase. Our integrated design studio model allows for efficient and expedient review and resolution of any engineering issues that arise.

City of Dayton
Levitt Pavilion
Westlake Reed Leskosky
Outline Design + Construction Schedule
6/3/2016



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Proposed Fee

Westlake Reed Leskosky proposes to undertake the Dayton Levitt Pavilion project for the lump sum fees listed below. The fees are based on a construction cost of $4,000,000.00. Per your request, we have broken out the Preliminary Concept Design Phase from the Implementation Phase. Fees for both phases include the following disciplines:

- Architecture (including Code and ADA compliance) + Interior Design
- Structural Engineering
- MEP Engineering
- Theater Technical, A/V, Acoustics, Lighting, and Security/IT
- LEED certification
- Landscape Architecture
- Civil Engineering
- Geotechnical Investigation
- Survey
- Cost Estimating

The fees for both Preliminary Concept Design Phase and Contract Documents Phase are inclusive of reimbursable expenses.

The Preliminary Concept Design fee includes development of three (3) concepts for the pavilion with a cost estimate and rendering for each.

PRELIMINARY CONCEPT DESIGN PHASE	**$71,833.00**
IMPLEMENTATION PHASE	
30% Construction Documents	$75,830.00
70% Construction Documents	$132,703.00
100% Construction Documents	$113,745.00
Bid Period / Construction Administration	$56,873.00
Subtotal Contract Documents:	**$379,150.00**
TOTAL:	**$450,983.00**

HISTORY

AMPHITHEATER ELEMENTS

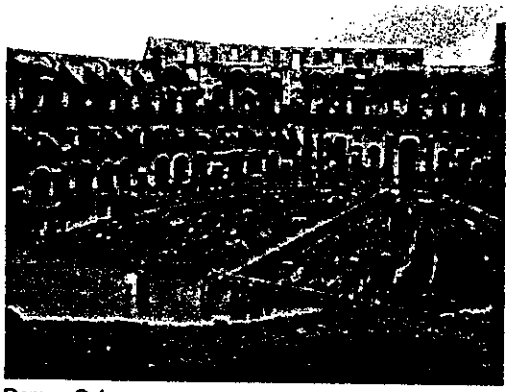
AMPHITHEATER COMPONENTS

SITE ANALYSIS

SITE OPTIONS

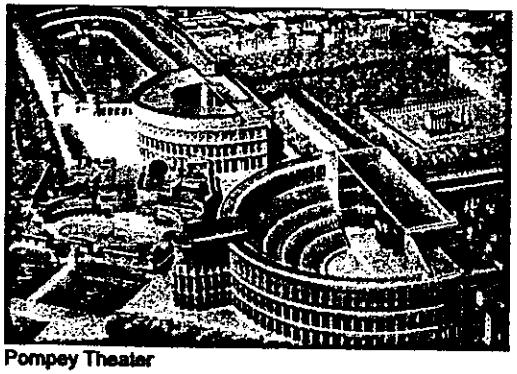
DESIGNING THE AMPHITHEATER

HISTORY

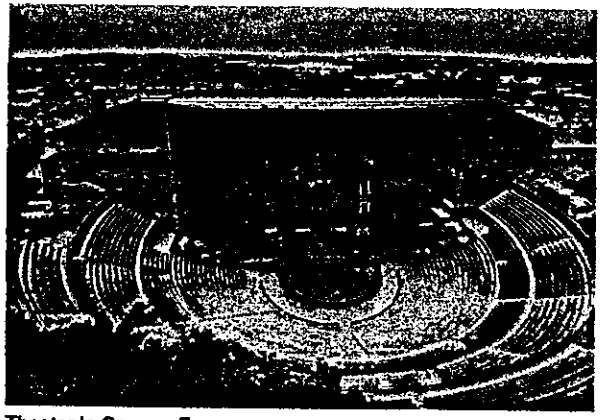


Roman Colosseum

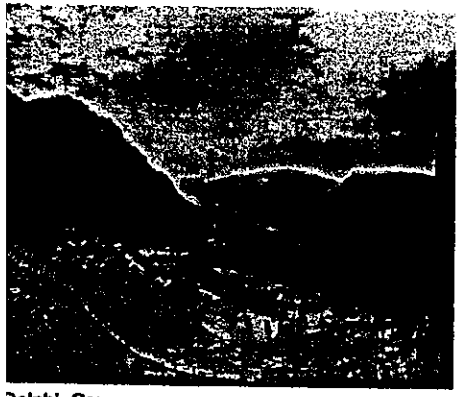
Roman Colosseum



Pompey Theater



Theater in Orange, France



Delphi, Greece

Acropolis, Greece

HISTORY

The ancient European Theatre and Amphitheater

The Amphitheater is an open-air venue for the display or observation of performances and other events. The design of Amphitheaters can vary considerably depending on the climate, size and type of venue but simply put, all designs place attention on the idea the spectator observes the [illegible]

Literally, the Amphitheater was a term use to describe a circular space surrounded by ascending seating in the round, and was typically used for spectacle-type sports of which the Roman Colosseum is the most well known example. In contrast, the Roman Theatre was a performance space designed with curved seating on one side with a priority placed on acoustics.

While very similar in shape and configuration to the Roman Theater, the Greek Theater instead placed emphasis on the relationship to the natural surroundings by using the sweeping topography of a hillside instead of being constructed upon foundations like a building. In many cases the Roman Theater utilized a large backdrop structure to enclose the performance space, while the Greek Theatre remained open and took advantage of views of the surrounding landscape.

These Theaters more closely relate to our impression of the contemporary amphitheater than the ancient Amphitheaters.

Westlake Reed Leskosky

AMPHITHEATER ELEMENTS

E3. PERFORMANCE ELEMENTS

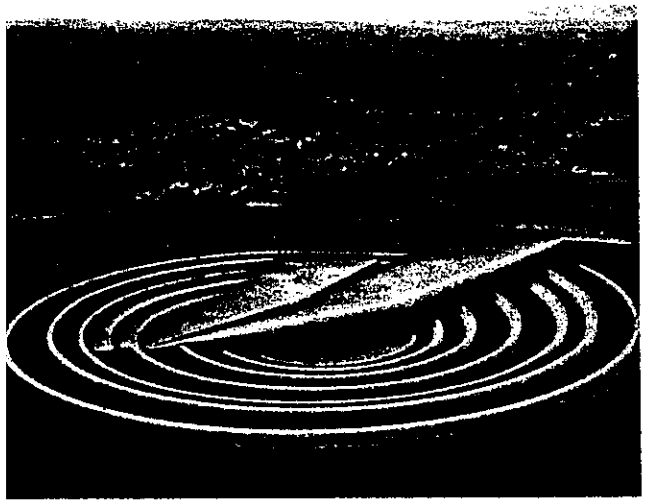
ELEMENTS

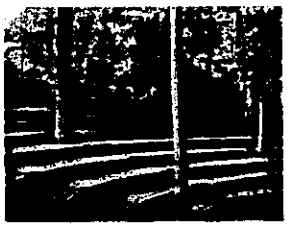
Amphitheater Elements

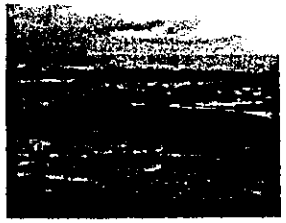
While there are a number of elements that can go into the creation and operation of a modern amphitheater, the only essential elements are a place to perform and a place to see, both of which are associated with the original purpose. The functional organization of the place is typically created through the relationship of visual, aural, and spatial seating and stage.

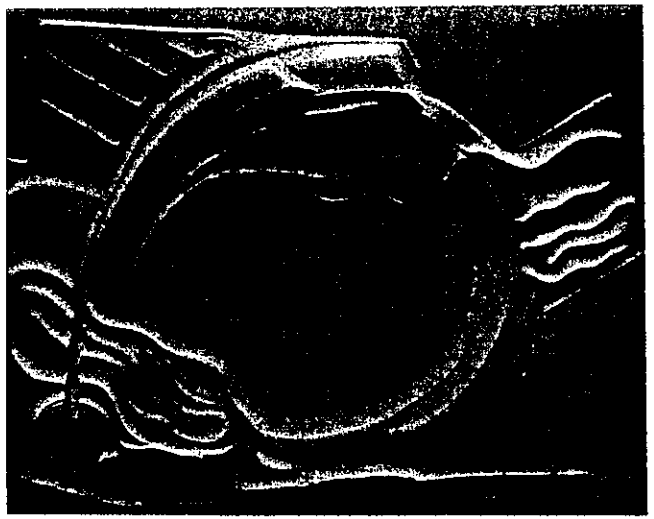
As the type of performance becomes more formal and complex, the ordinance of a scenery structure, stage, becomes necessary. Concepts can be packaged as temporary, static or dynamic, and constructed by a wide range of means. The typical function of the concept is to project the performer (and sometimes part of the spectator) from ordinary reality and sun, but in many cases it also enhances, and is enhanced by, acoustics.

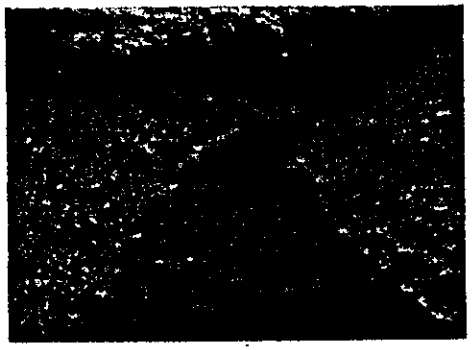
The final series of elements are performance materials designed for the enhanced functioning of the Amphitheater and are widely dependent on environmental conditions and type of venue.

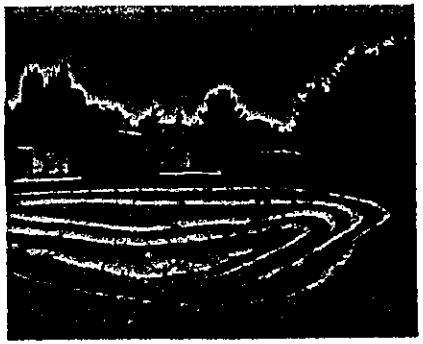


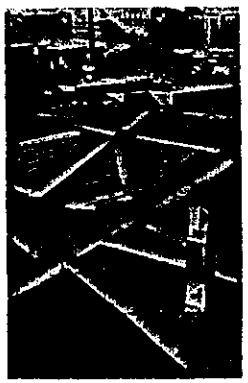


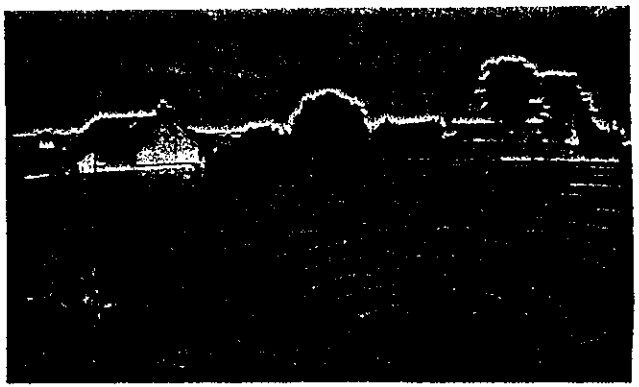


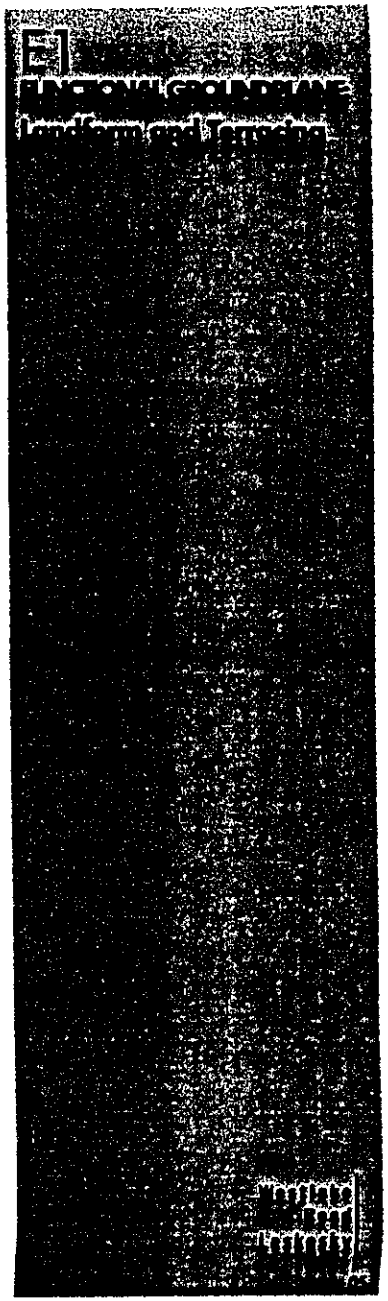


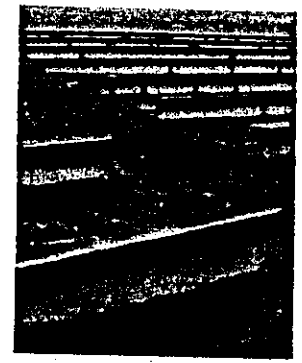
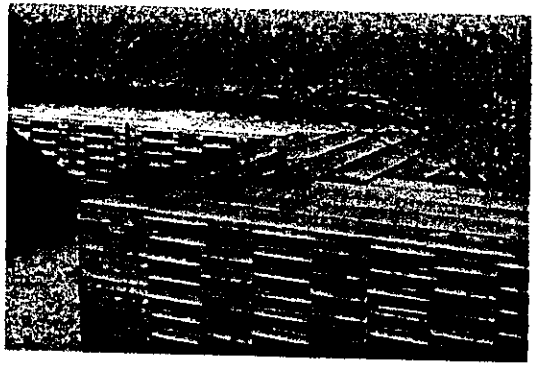




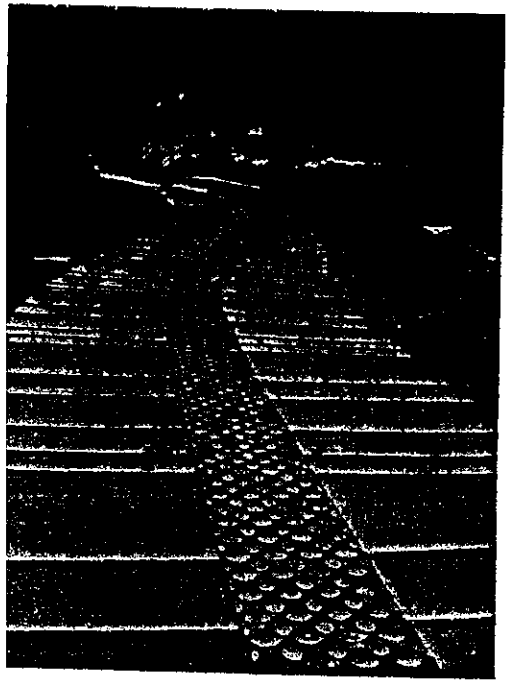
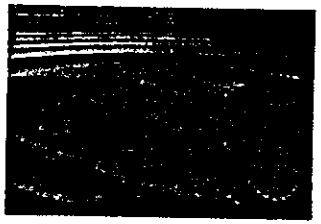
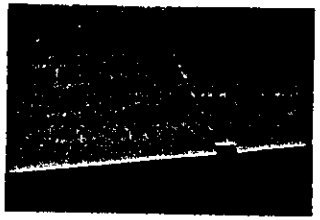
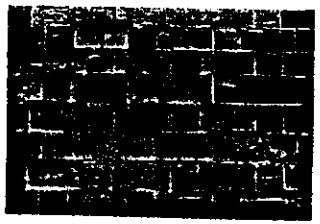
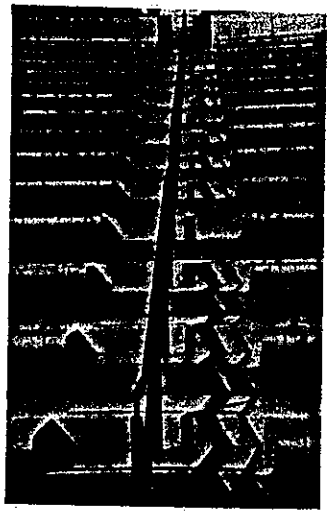


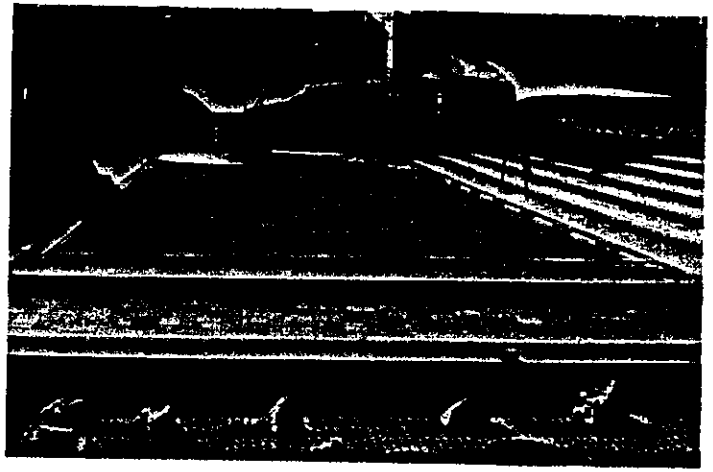
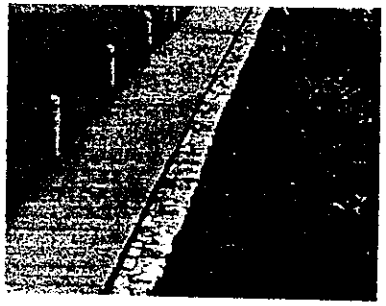
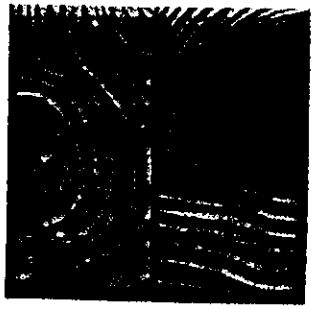
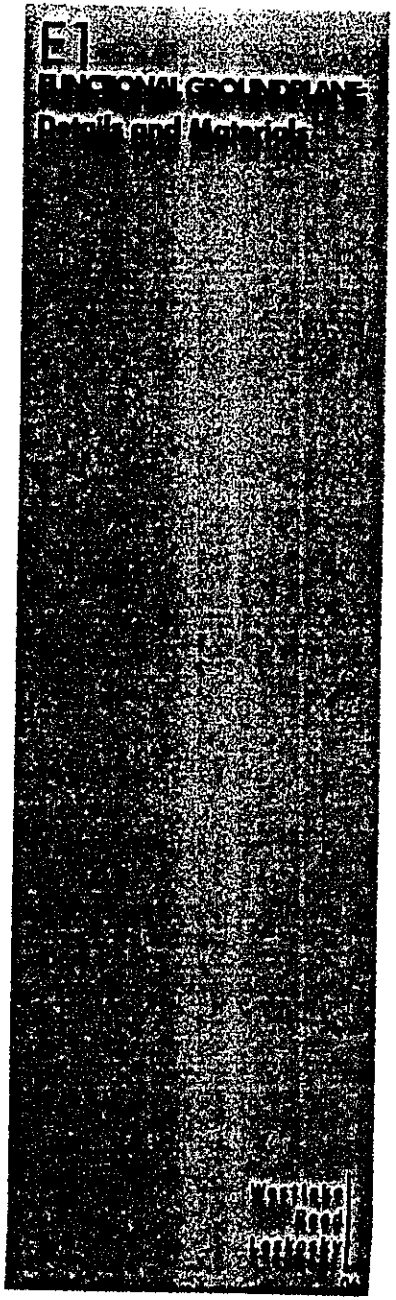


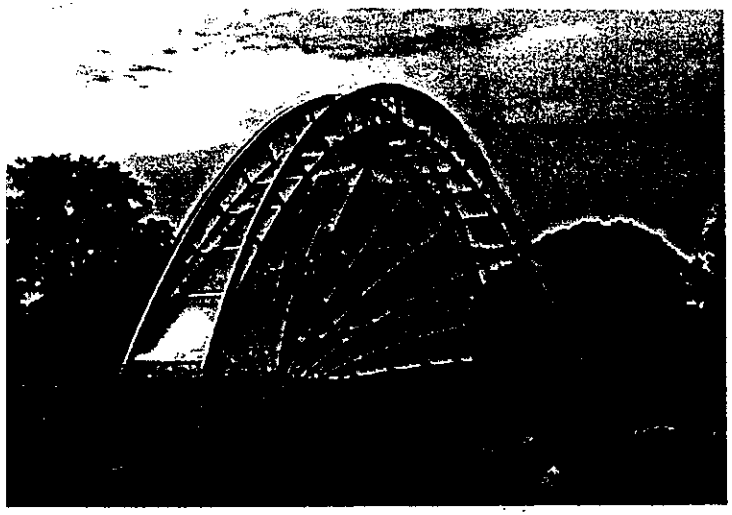


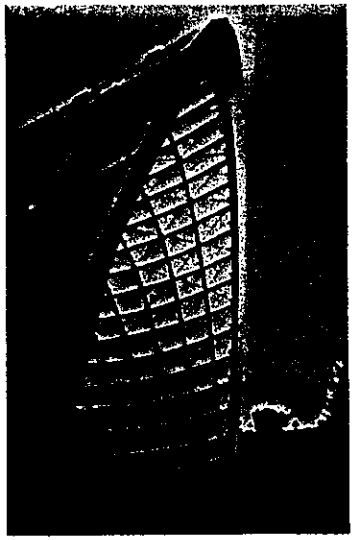



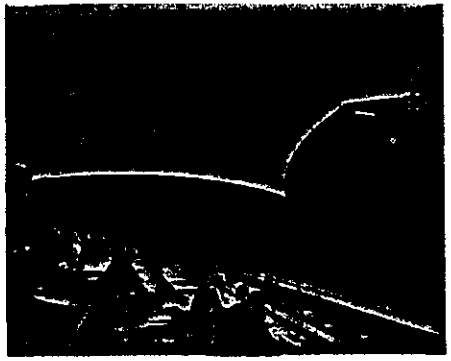


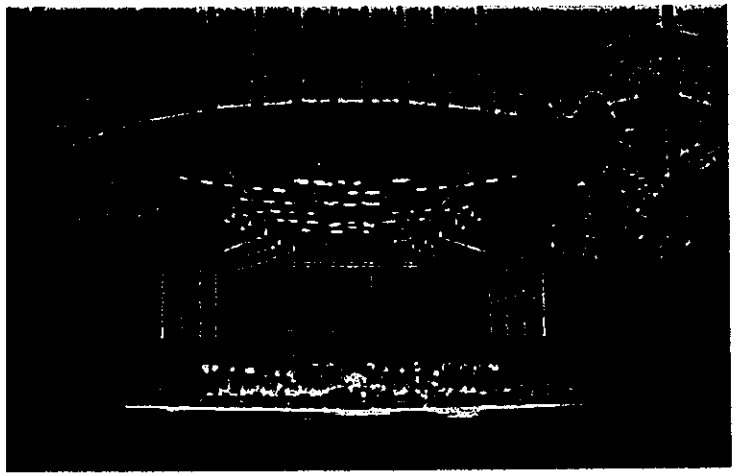






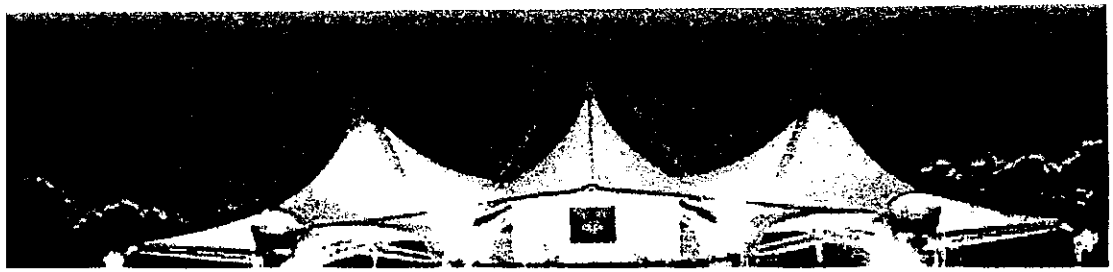




E1
FUNCTIONAL GROUNDPLANE
Details and Materials

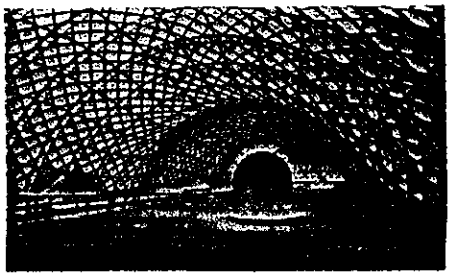


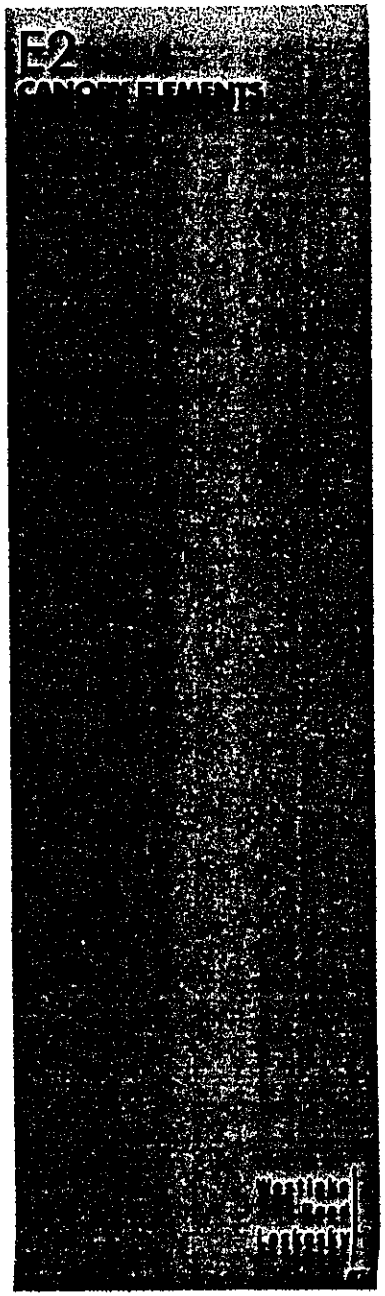








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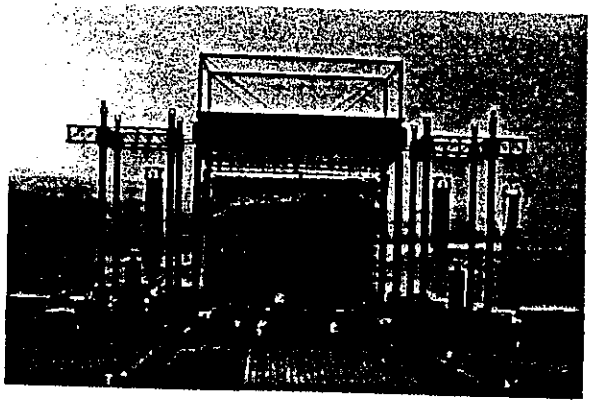
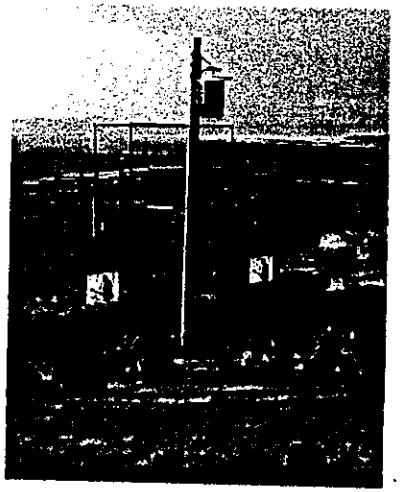
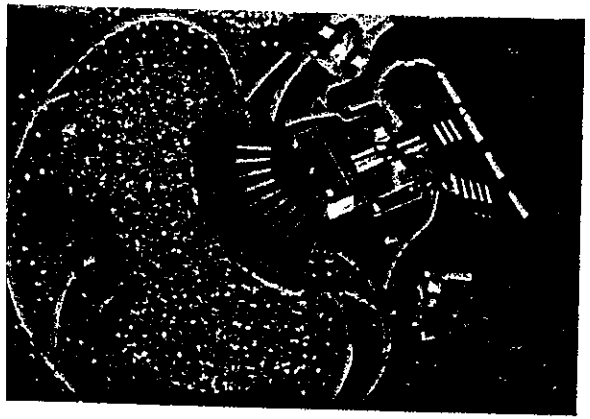
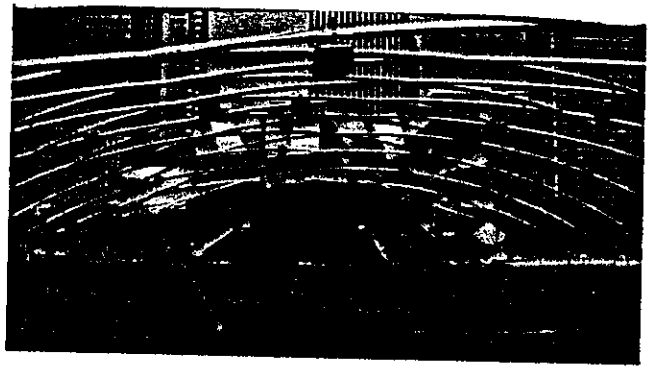
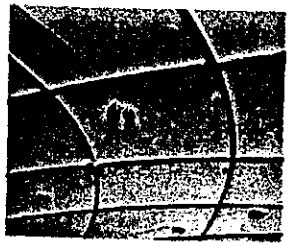
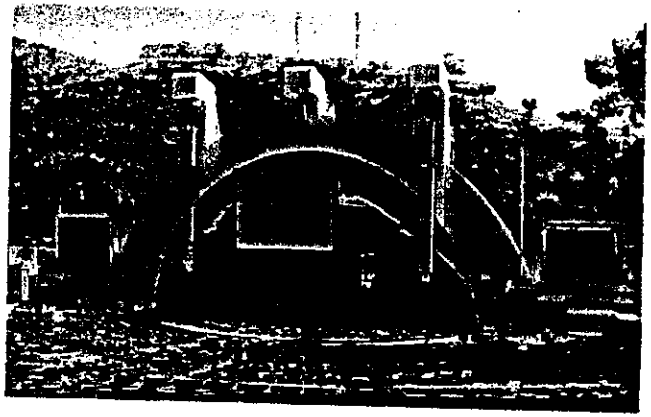


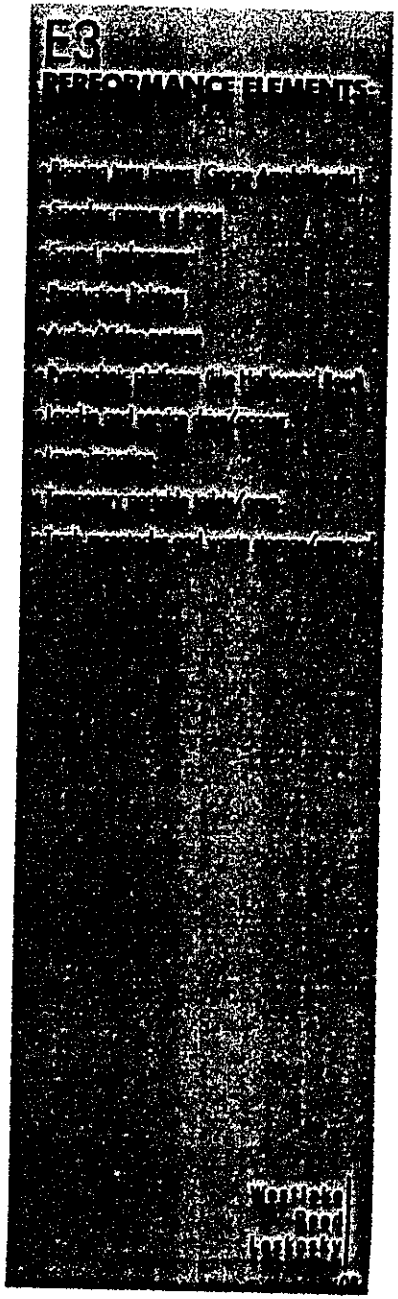




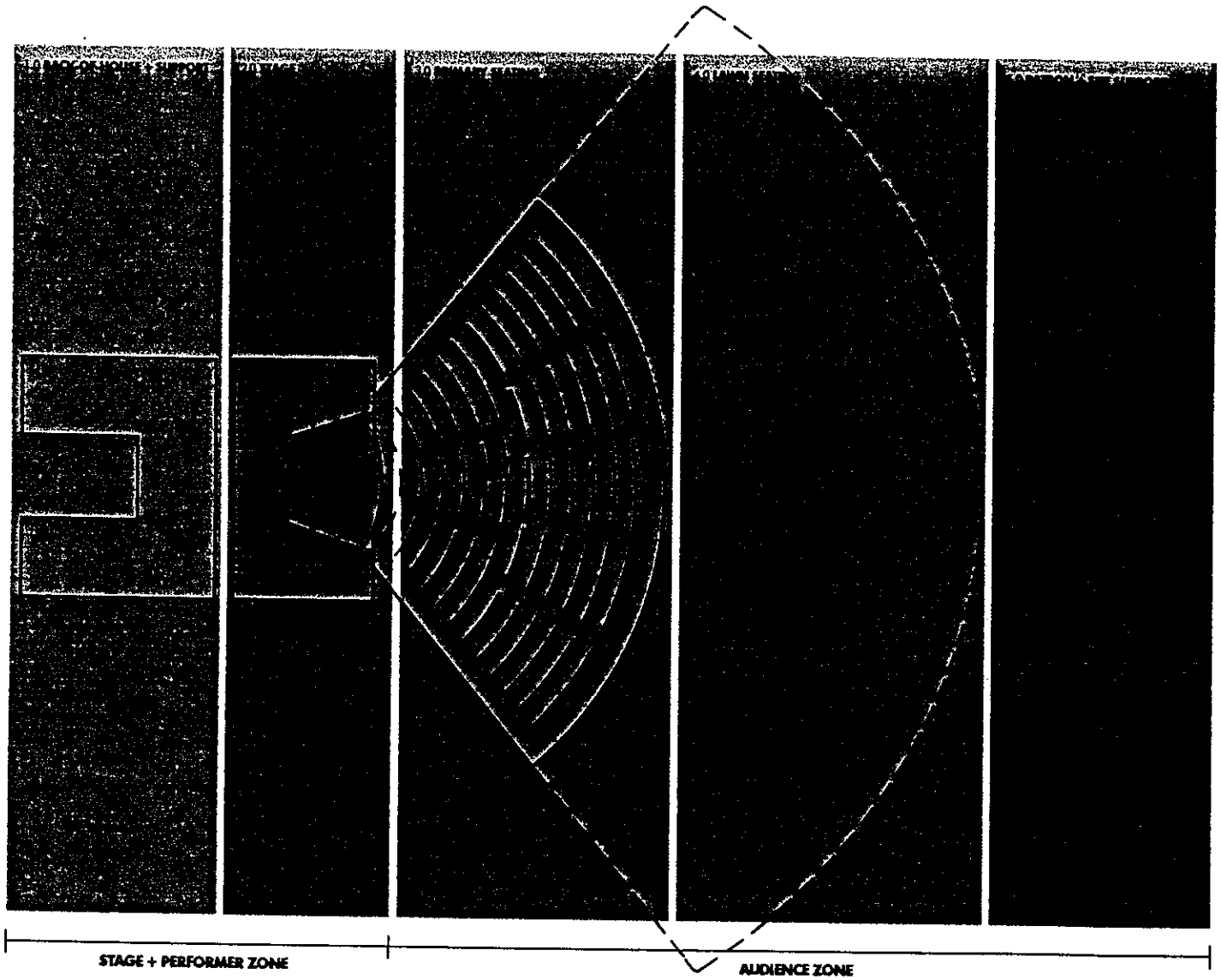







E3
PERFORMANCE ELEMENTS

AMPHITHEATER COMPONENTS



AMPHITHEATER COMPONENT DIAGRAM

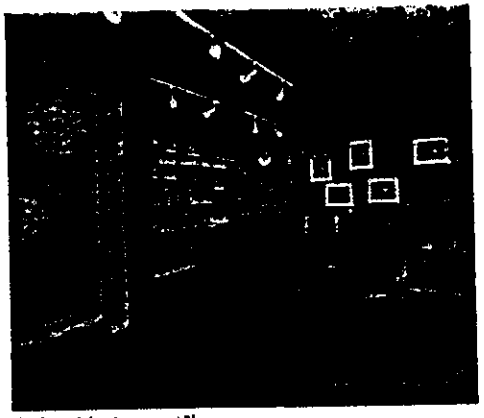
A Performance Pavilion is a specialty programmed building, where dozens of critical design concerns and relationships must converge to create a successful total result. This study begins to unpack the many design and planning issues that will be a part of a completed performance pavilion and related support.

The discussion of the total Performance Pavilion is broken down into five component bands that define its makeup:

1.0 Back-of-House and Support
2.0 Stage
3.0 Primary Seating and Pavilion
4.0 Lawn
5.0 Site and Patron Support

The total pavilion design is the confluence of many considerations that span across the boundaries just identified, but it is possible to consider each as independent before thoughtfully assembling them to create a whole. This "kit of parts" approach allows programming and planning questions to be isolated and addressed for the various critical bands, leading to the determination of what is really required and how program decisions affect design components.

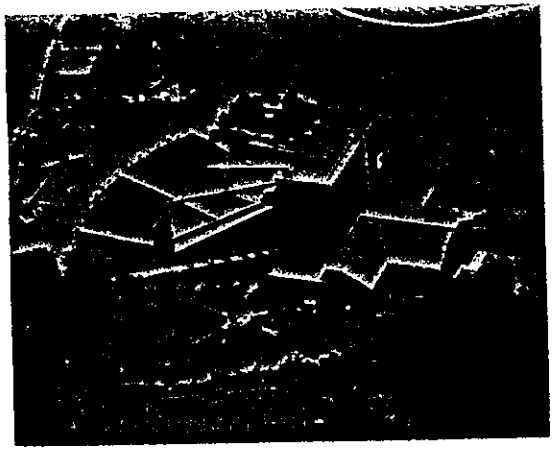
Warm-up room back-of-house at Pritzker Pavilion



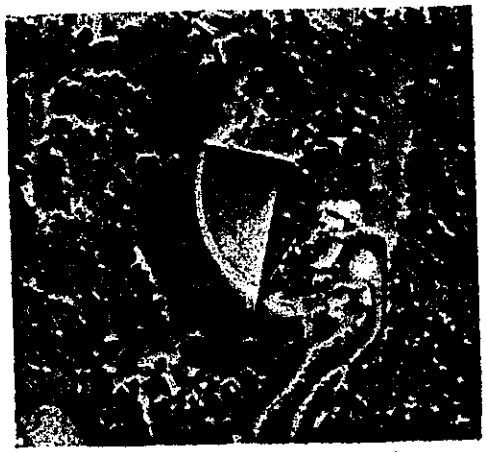
Conductors' dressing room at Blossom

Three story ORCHESTRAL back-of-house building at Blossom

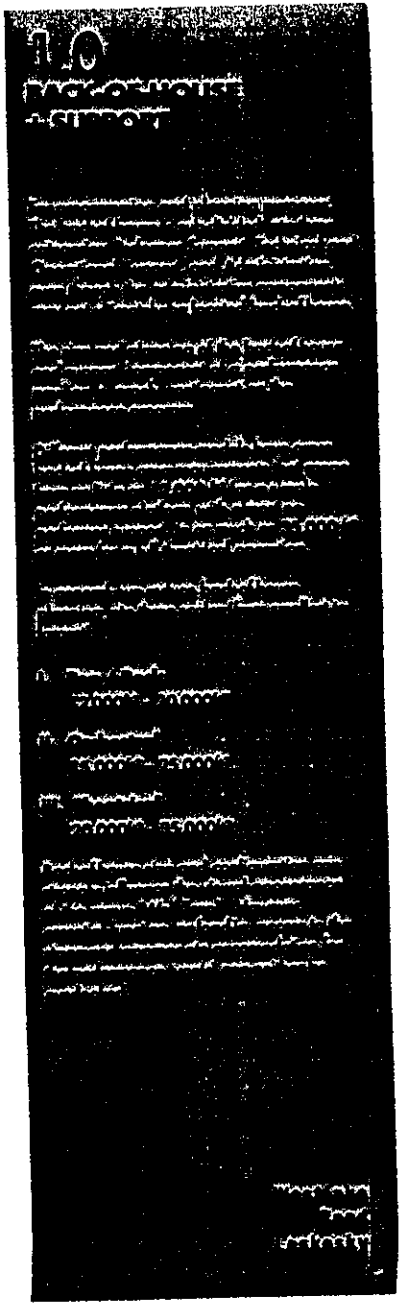
POP/ROCK back-of-house at DTE Energy Music Theater is small

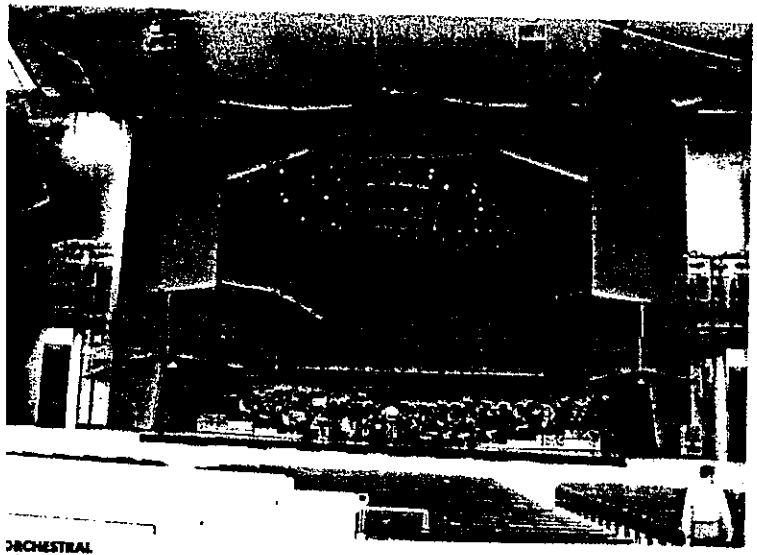


THEATRICAL back-of-house at Wolf Trap is large and visible

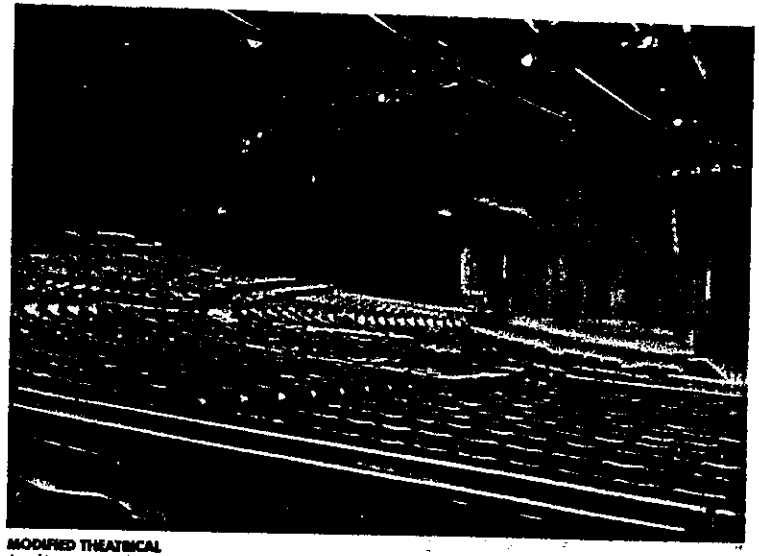


ORCHESTRAL back-of-house building at Blossom is tucked into landscape

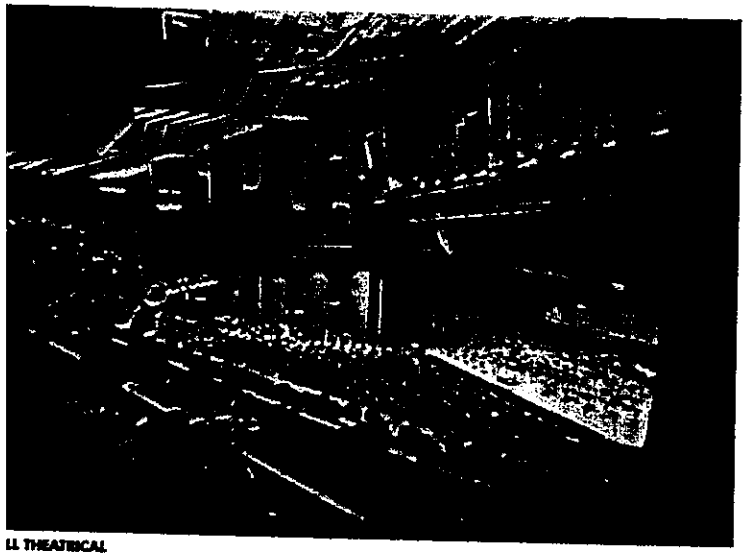




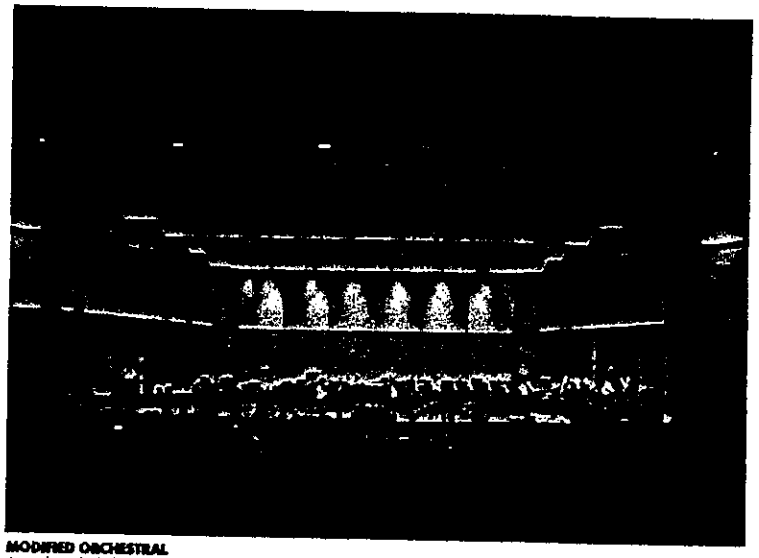
ORCHESTRAL
A fixed orchestral platform, with modest accommodation (strong points) to rig lighting trusses and/or flats (via a lift) for broadcast, pops or light pop-rock events. No formal proscenium [ref: Millennium Park • Tanglewood].



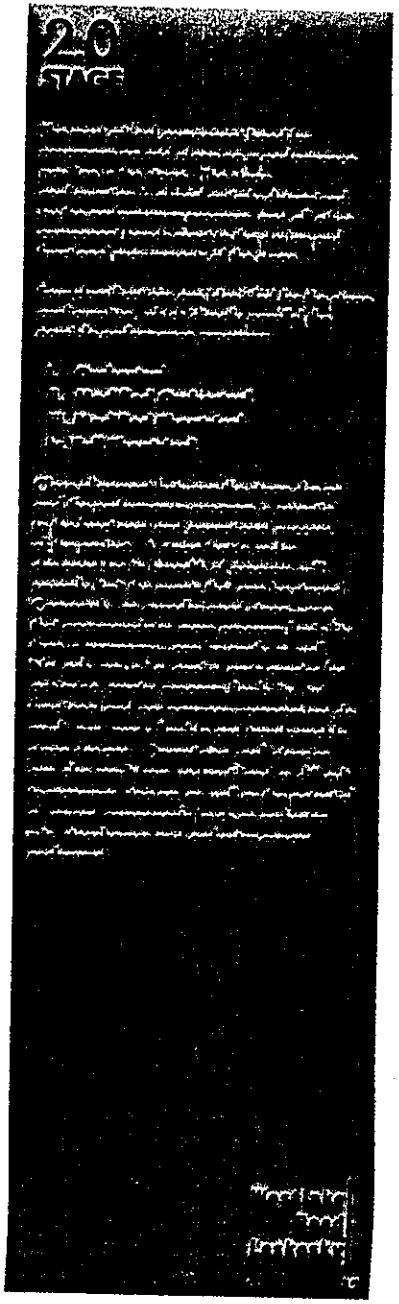
MODIFIED THEATRICAL
A multi-use stage with a temporary (movable) orchestra enclosure that can deploy for orchestral concerts and largely strike for pop-rock events requiring a nearly clear stage, modest rigging, and up to 50ft clear overhead. Theatrical, opera and dance works with limited scenery and limited moveable components can be staged, but it will not meet many standard staging requirements for traveling shows. An orchestra pit is recommended [ref: Bethel Woods • Santa Fe Opera].

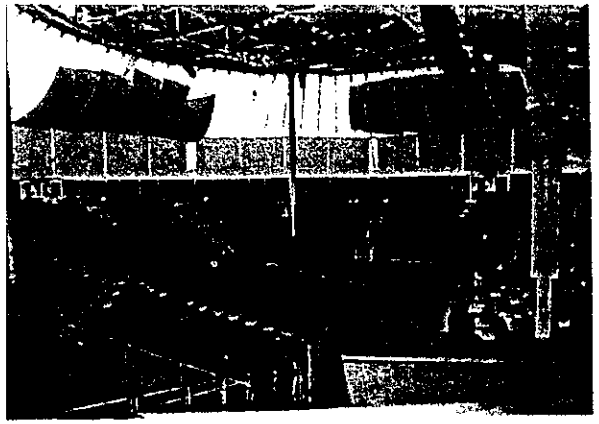


FULL THEATRICAL
A proscenium stage with a temporary (movable) orchestra enclosure that can deploy for orchestral concerts and completely strike for more heavily staged events. A fully rigged fly space would be required at 2.5x the proscenium height. The orchestra enclosure would require dedicated storage space, and set/strike will affect operational time and scheduling. An enlarged back-of-house will be necessary. A pit is essential [ref: Wolf Trap • Saratoga].

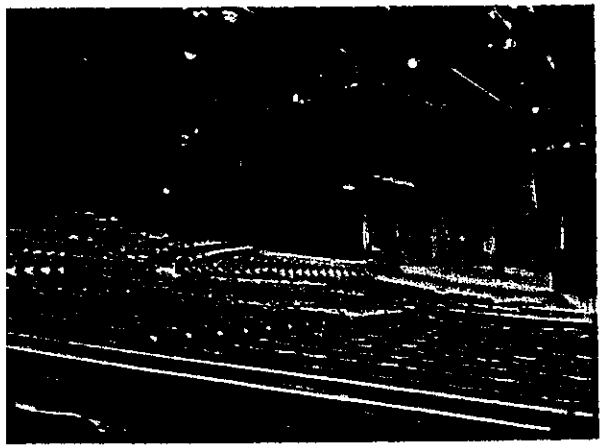


MODIFIED ORCHESTRAL
An orchestral platform (perhaps) with partially movable ceiling or wall elements to expose truss lighting and batten rigging opportunities for pop-rock events. Many main line pop-rock events occur at these facilities, often with some modification for low clearances or limited lighting potential [ref: Ravinia • Blossom • Hollywood Bowl].

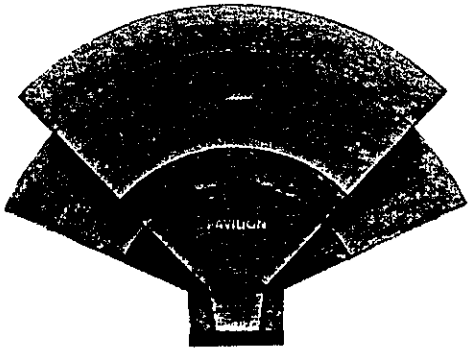




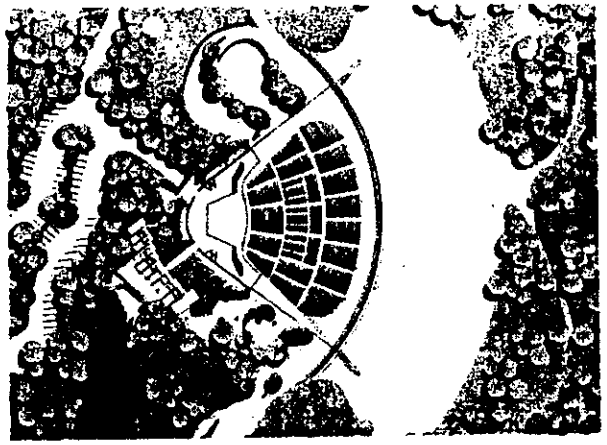
ating configuration at the Benedict Music Tent, Aspen



Wide fan seating configuration at the Bethel Woods



Plan form must strike a careful balance between width (whether a fan or not) and distance from performance.



Wide fan seating configuration at Blossom

Wide Fan (1)

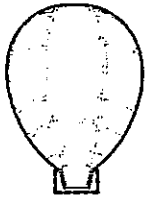
Wide Fan (2)

Narrow Fan

Narrow Fan with Balcony

Reversed Fan

Curved Fan

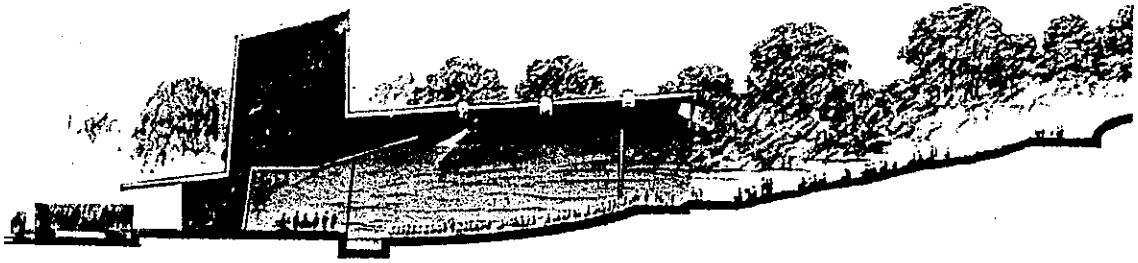


Large Curved Fan with no Lawn

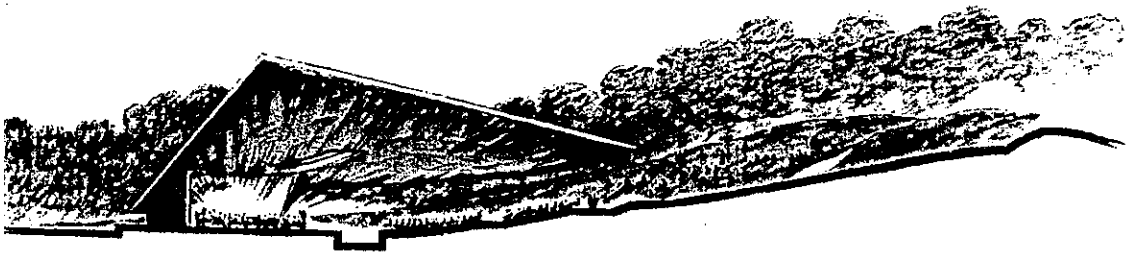
Fan diagrams of benchmarking precedents

2.0 SEATING + PAVILION CONFIGURATIONS

[redacted]



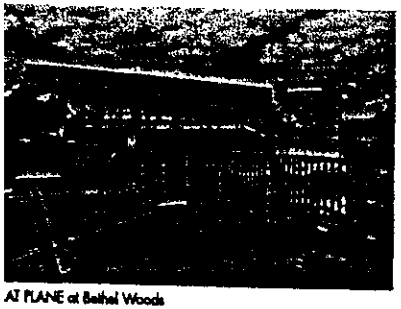
FLAT PLANE Pavilion type [shown with a full theatrical stage]



CAPTURED VOLUME Pavilion type [shown with a an orchestral or modified orchestral stage]

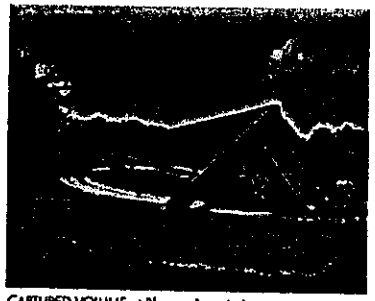
Flat Plane
• Flat ceiling above the patrons
• Often very open at the perimeter, with good visual connections to/from lawn.
• Cover is often a thin blade from the exterior; roof typically not visible.
• Cover is typically not an element of expression.
• Little opportunity for natural reverberance [an advantage for reinforced music that must be compensated for electronically for orchestra].
• Tends to project performance sound into the surrounding environment.
ref: Ravinia, Bethel Woods

Captured Volume
• Room-like volume above the patrons
• Often a smaller aperture at the perimeter [but not always]. Can create a strong inside/outside division with the lawn.
• Roof is often a strong, visible and image-defining element from the exterior.
• Cover is an opportunity for formal expression.
• Opportunity for natural reverberance within the pavilion [an advantage for orchestral music that must be tempered for reinforced music].
• Tends to minimize performance sound leaking into the environment [when lawn is not in use].
ref: Tanglewood, Wolf Trap, Blossom, Aspen

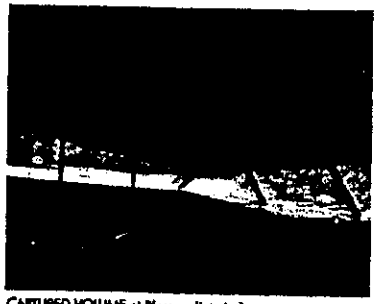


AT PLANE at Bethel Woods

FLAT PLANE at Ravinia

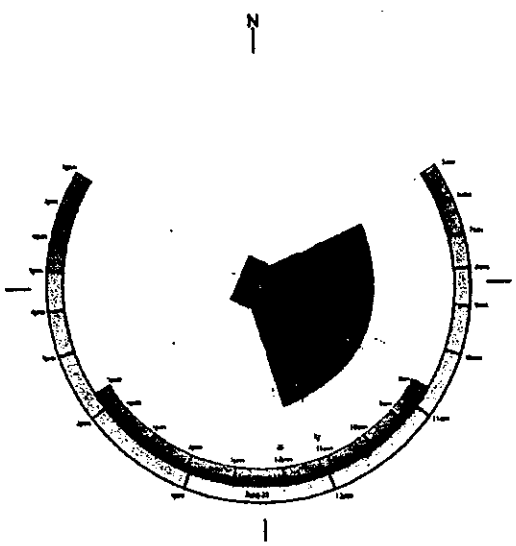


CAPTURED VOLUME at Blossom [exterior]



CAPTURED VOLUME at Blossom [interior]

3.0 SEATING & PAVILION [illegible]



SE Orientation

Advantages:

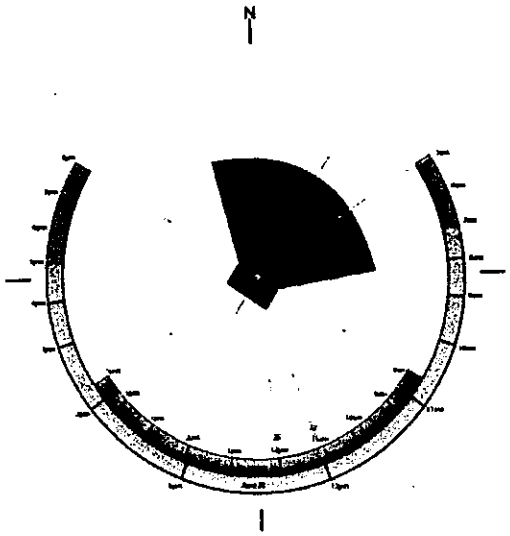
This "balanced" position keeps sun off of the stage most of the day and is a good orientation for avoiding seated patrons from looking directly into the setting sun.

Disadvantages

August afternoon sun could reach the stage if pavilion not designed to accommodate.

Depending on design, patrons at far right of lawn could look directly into setting sun.

Glen Helen Pavilion- San Bernardino, California



NE Orientation

Advantages

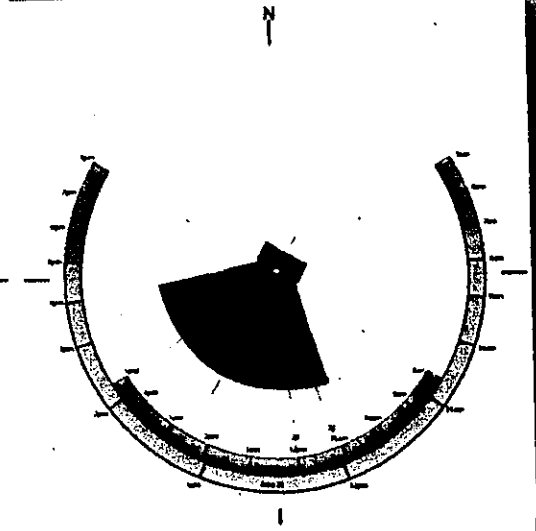
If covered, the sun does not reach the stage after 12pm.

Disadvantages

Lawn patrons always look into the sun.

Low level sunlight at sunset could cause contrast problems and glare.

Koka Booth Amphitheater- Cary, North Carolina



SW Orientation

Advantages

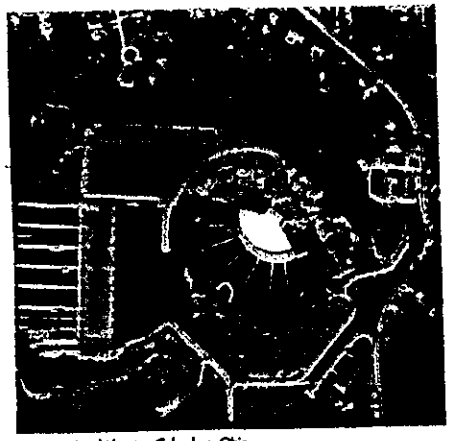
Most common orientation for a covered pavilion.

Patrons never look into the sun.

Disadvantages

Afternoon sun could reach the stage if not blocked.

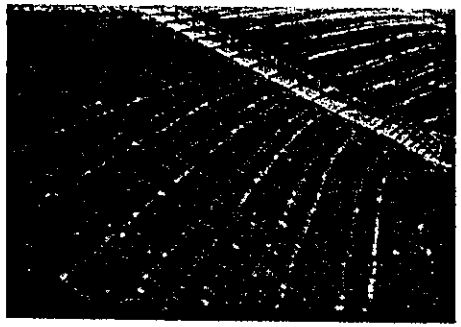
If not covered, stage is facing sun entire afternoon.

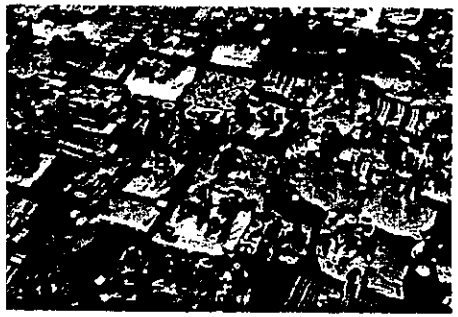


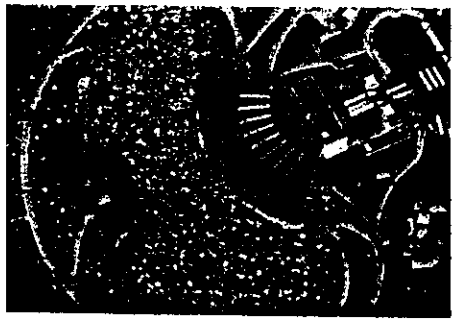
Germain Amphitheater- Columbus, Ohio

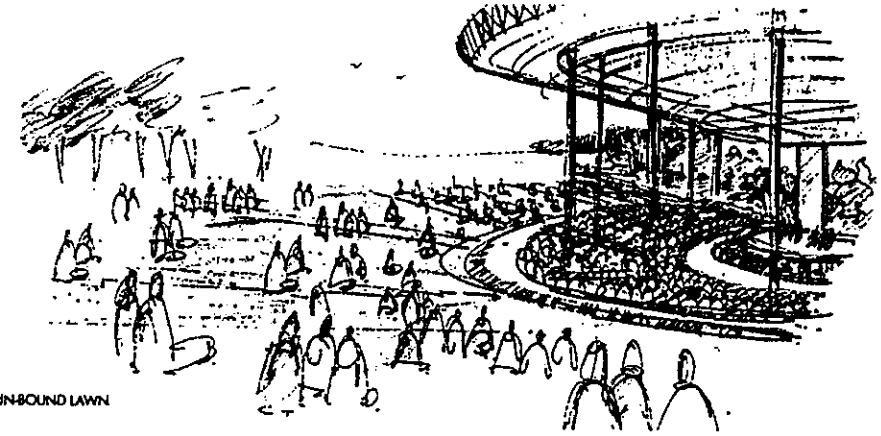
3.0 [illegible]

[illegible]

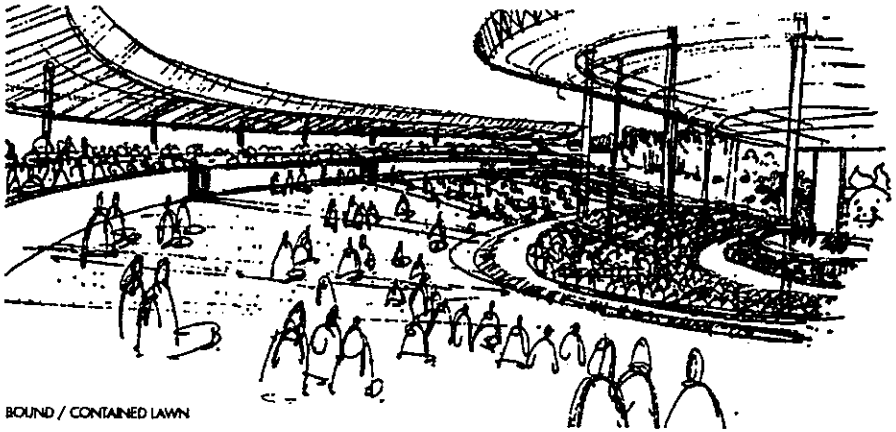




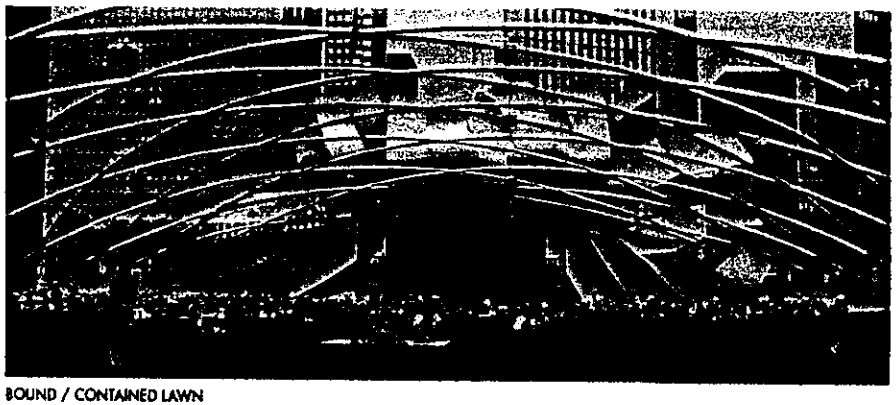




UN-BOUND LAWN

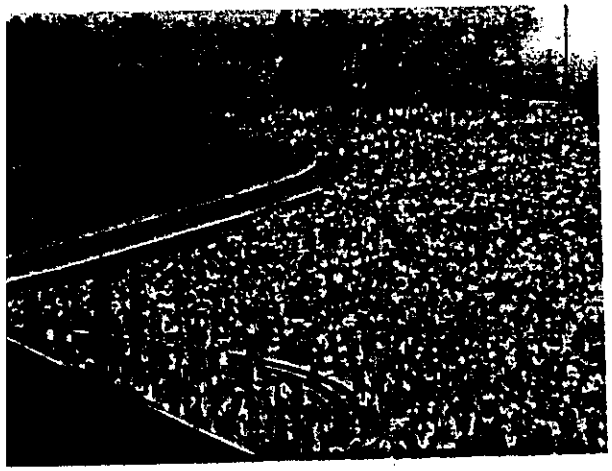


BOUND / CONTAINED LAWN

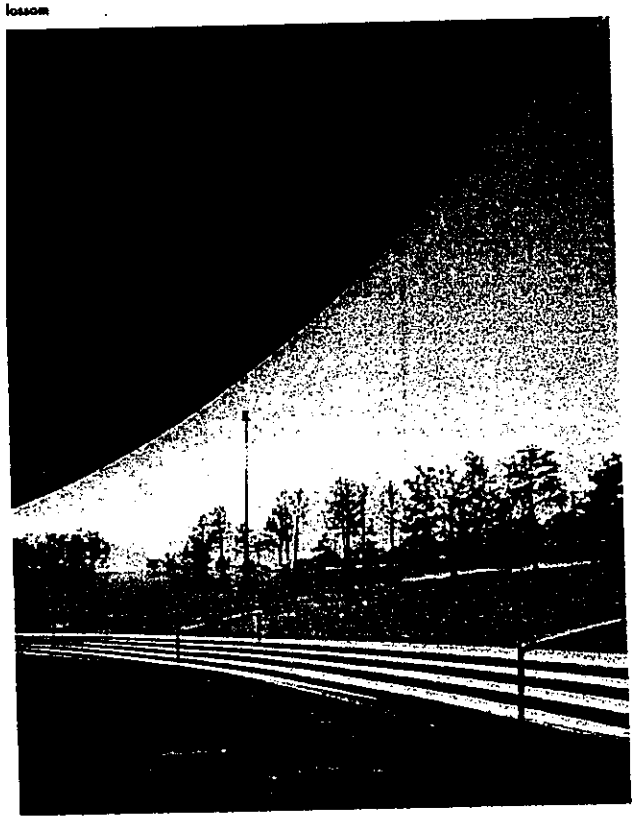


BOUND / CONTAINED LAWN

4.0 LAWN



lossom



Blossom

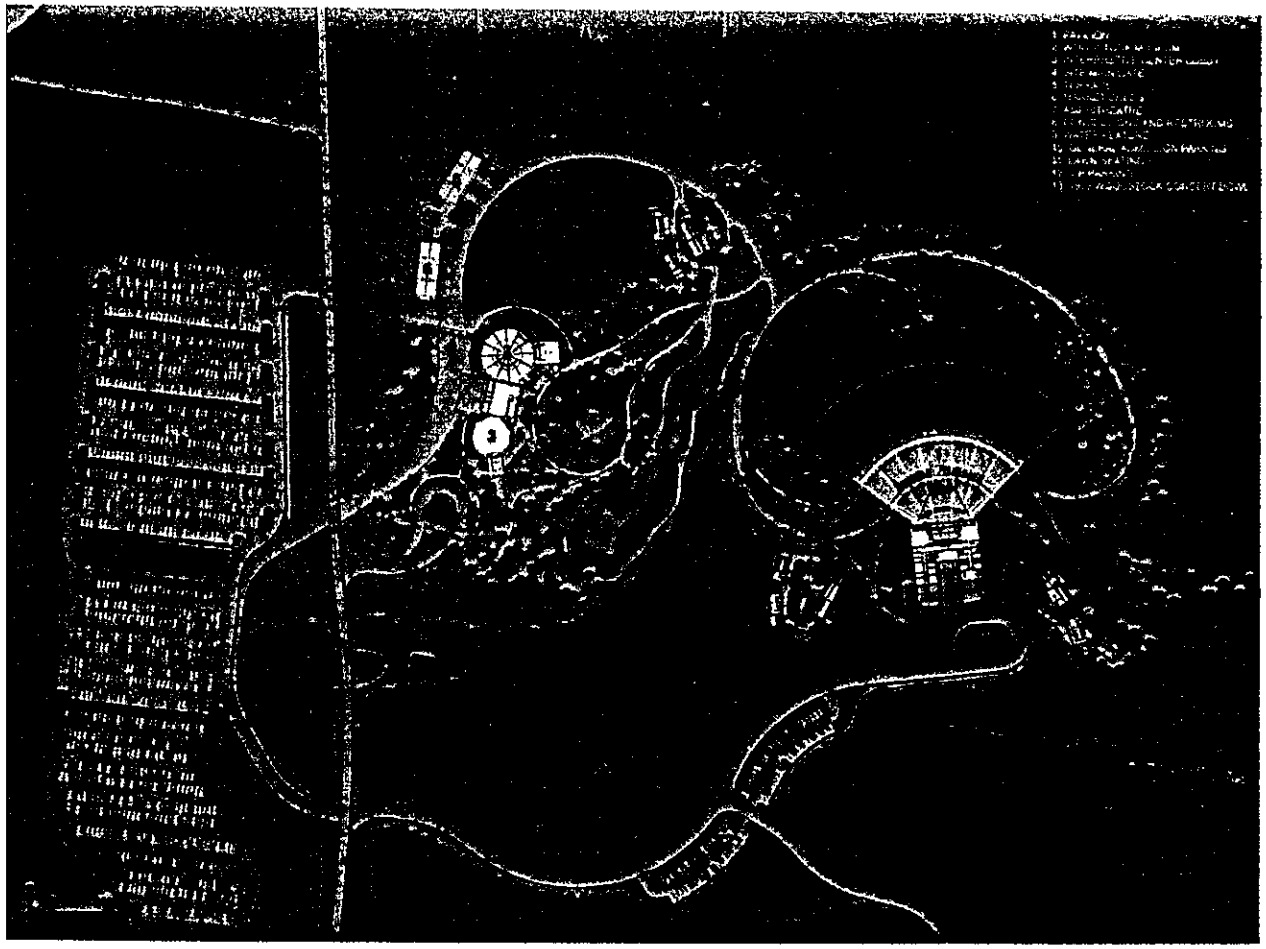
Bethel Woods

Wolf Trap

Pritzker Pavilion

40

[redacted]



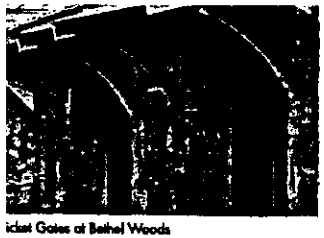
SITE PLAN: Bethel Woods Center for the Arts

Gardens at Blossom

Patron Support at Blossom

Restaurant at Ravinia

Restaurant at Ravinia

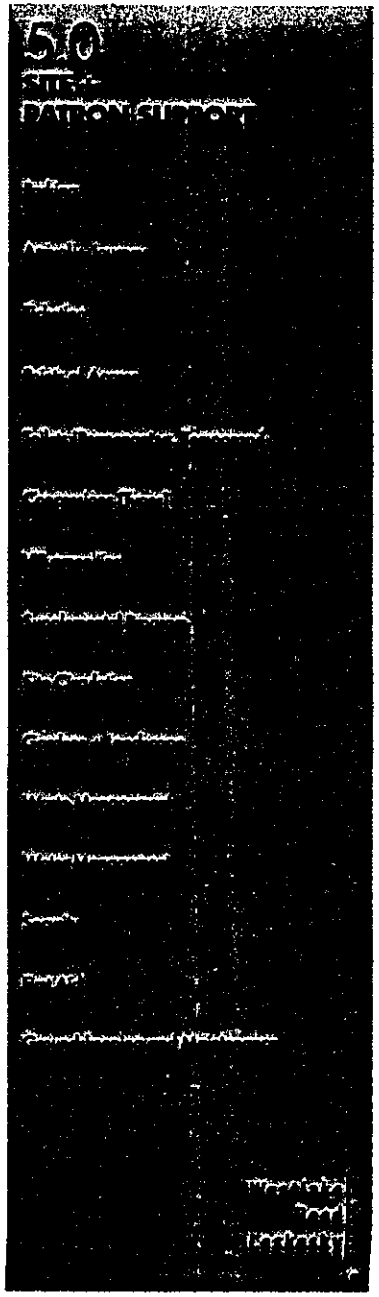


icket Gates at Bethel Woods

Market Shed at Bethel Woods

Amphitheater at Bethel Woods

Bethel Woods



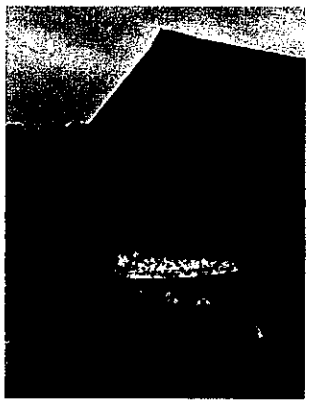
SITE ANALYSIS

EXHIBIT E

WESTLAKE REED LESKOSKY
"BEST AND FINAL OFFER" DATED AUGUST 11, 2016

SITE OPTIONS

Westlake
Reed
Leskosky



BAFO Response to:

City of Dayton

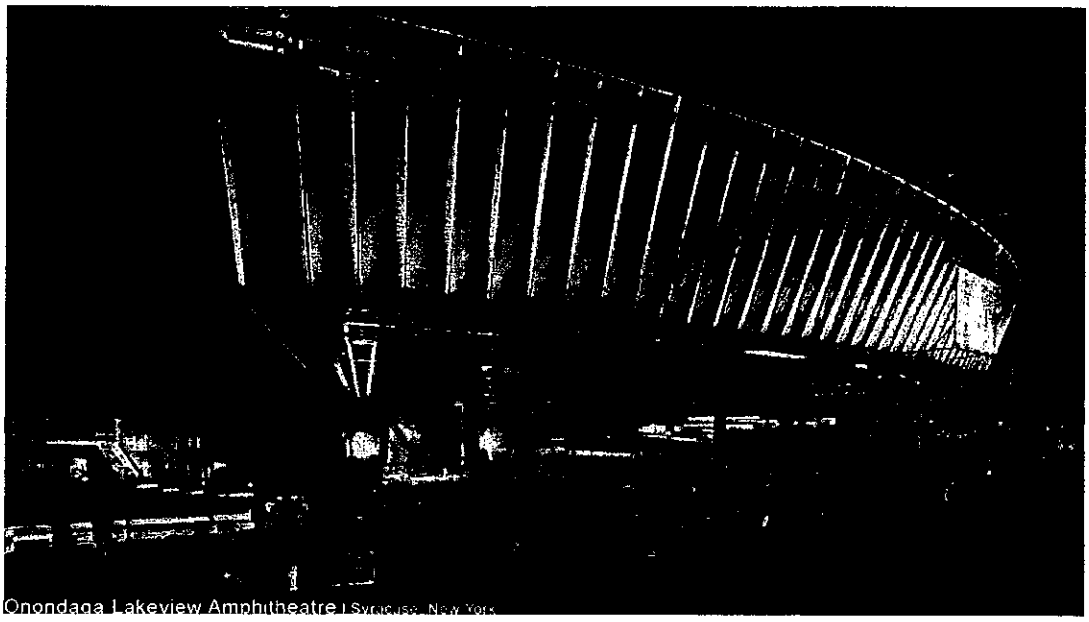
For Professional Architectural and Engineering Services Related to:

Levitt Pavilion Dayton

11 August 2016

Westlake
Reed
Leskosky

Performing Arts | National Practice



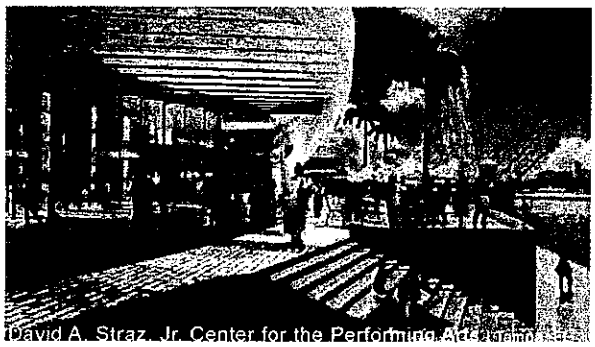
Onondaga Lakeview Amphitheatre | Syracuse, New York

Blossom Music Center | Cuyahoga Falls, Ohio

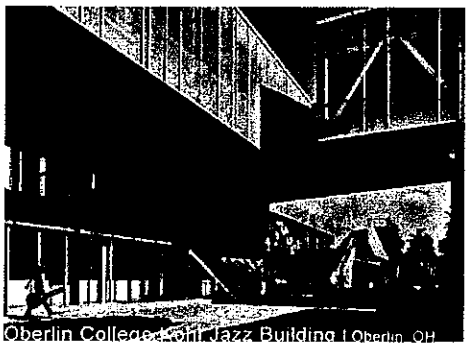
Barbara Antonsen Amphitheater | Sedona, AZ

Starlight Bowl | Burbank, California

Custer-Nugent Amphitheater | Columbus, IN



David A. Straz, Jr. Center for the Performing Arts | Tampa, FL



Oberlin College Conl Jazz Building | Oberlin, OH

Westlake
Reed
Leskosky

Paul Westlake, Jr. FAIA
Philip LiBassi FAIA
Jason Adolff AIA
Thomas Gallagher AIA
Matt Janiak AIA
Vince Leskosky AIA
Ronald A. Reed FAIA
Shawn Carr PE
Roger Chang PE
Radames Cocco PE
Monica Green FAIA
Jonathan Kurtz AIA
Jason Majerus PE
Rebecca Olson AIA
Peter Rutti AIA
Paul Siemborski AIA

11 August 2016

Stephen Finke
Deputy Director
Department of Public Works
Division of Civil Engineering
101 West Third Street
Dayton, Ohio 45402

RE: BAFO - RFP for Levitt Pavilion Dayton

Dear Levitt Pavilion Dayton Committee,

Thank you for your continued interest in the Westlake Reed Leskosky team and for the opportunity to present a Best and Final Offer ("BAFO").

Please let this package serve as a supplement to our original proposal materials and unless explicitly stated herein, the spirit and intentions of the original proposal remains unchanged. You will find below a clarification of our proposal as requested and itemized:

1. Whereas our original submission of fees was based on a construction value of $4.0M, these revised fees are based on a construction value of $4.5M.
2. All standard and necessary civil, grading, and other water-related studies necessary for the final execution and functioning of this project are included in our proposal.
3. BAFO includes all services necessary for LEED certification but does not include registration fees paid by the client to the LEED Green Building Coalition for registration, though we will pass along our membership discount to the owner for those fees.
4. BAFO includes acoustic design.
5. BAFO includes originally planned team.
6. BAFO includes travel expenses for one (1) Public meeting and one (1) Plan Board Meeting
7. This proposal is good through September 30, 2016.

We know this project type. We are keenly familiar with the level of coordination--not just between design disciplines but also between stakeholders/constituencies and those design disciplines-- necessary for successful implementation of a new outdoor venue. We understand how to provide options that engage participants as well as the need to gather and maintain consensus for a successful project and process. In an effort to provide the clearest definition of the project and our services related to it, we offer a few key conditions and considerations that have helped us provide the most value for stated fees.

WRL is committed to the arts. Our Principals and staff are actively engaged as board members in the visual and performing arts including Museum of Contemporary Art Cleveland, Cleveland Museum of Art, Cleveland Orchestra/Musical Arts Association, League of Historic American Theatres, United States Institute of Theatre

New York | 1201 Broadway Suite 1006 New York, New York 10001 | F 212.659.0050 | T 212.564.8705 | www.WRLdesign.com
Phoenix | One East Camelback Road Suite 690 Phoenix, Arizona 85012 | F 602.212.1020 | T 602.212.0451
Washington | 1634 Eye Street NW Suite 900 Washington, DC 20006 | F 202.296.6116 | T 202.296.4344
Cleveland | 1422 Euclid Avenue Suite 300 PlayhouseSquare, Cleveland, Ohio 44115 | F 216.522.1357 | T 216.522.1350
Los Angeles | 2140 Hyperion Avenue Los Angeles, California 90027 | F 323.664.3566 | T 213.804.4531
Charlotte | 401 N. Tryon Street Suite 1029 Charlotte, North Carolina 28202 | T 704.998.5538
Shanghai | Floor 1, Building 1, No. 251 Yaohua Road, China (Shanghai) Pilot Free Trade Zone

Technology, and others. Having been on both sides of the table in these types of projects, we have an acute awareness of what is being entrusted to the design team. Because WRL performs this type of work on a national stage, you will have full access not only to the individuals dedicated to your project, but also, by proxy, to the experience of our network of industry leading collaborators in the arts.

The funding and design processes are interrelated. The majority of WRL's performing and cultural arts clients are not-for-profit organizations and/or public entities that rely on careful stewardship of capital and operating expenses for project success. These projects are very often phased based on available public funding and/or private fundraising efforts. Our office understands the cumulative nature of fundraising for capital costs and endowment and works with our clients to calibrate the project's funding and scope at each stage. We typically establish fundraising benchmarks for each phase of design and will develop alternates and strategies to tailor the project to the funding capacity.

We would expect to support the community engagement, public advocacy and fundraising efforts for this project through the creation of graphic material that communicates the design. WRL is also available to participate in public presentations and funding requests, to provide support of grant proposals, and to interface with foundation staff, potential private donors and governmental officials who may support the project.

In addition to the public and board meetings enumerated in the list above, we will provide in-kind services for two additional fundraising and partner engagement meetings with no additional cost to the project.

While it was very clear during our interview that Levitt funds would not be used beyond the 'back of sidewalk' of the site, we maintain that our early conceptual studies will master plan for the space beyond the sidewalk. This means that should other partners come to the fore interested in a more comprehensive engagement with the site's surroundings, you will have a project that conceptually lays the groundwork for how that could materialize and add value. At the same time, once a scheme is decided upon, our efforts and expertise will be rigorously focused on the site 'within the sidewalks' to have the most impact and best possible result for your construction dollars.

Our project approach as included in the original RFP material identifies intensive, charrette-type work sessions that will allow us to maximize efficiency both in schedule and focus. Being able to stick to this plan of intensive day or multi-day sessions, has allowed us the opportunity to further refine our fee structure and maintain the original schedule as advertised. This efficiency will be aided by early engagement with the National Levitt Foundation as a key player in an early design charrette which will set the standards and expectations of the project on the right course.

We suggest Geotechnical Services and an Arborist be retained by the City to expedite the flow of information, and recommendations; this will set the design team on the right path from the beginning and avoid missteps regarding soil assumptions and unknowns. This information would be overlaid on the design team's documents and survey for which we are responsible. We further recommend that assembling City agencies, [Planning Commission, Police, Fire, Emergency] early and in a comprehensive way will help make their feedback and input more clear and coordinated and this will be essential to schedule and fees.

Westlake
Reed
Leskosky

We see this project as an incredible opportunity for our staff and portfolio as evidenced by our overall fee reduction while the basis of those fees was increased from $4M to $4.5M. The opportunity to work with the City of Dayton and the Levitt Pavilion organization is one which has, and will, receive significant focus within the office. We believe the team we have assembled is highly qualified and particularly motivated to work on a project and with a group of such a significant reputation and track record of success. We look forward to the opportunity to get started.

We are enthusiastic about this project and trust that our previously conveyed qualifications statement and interview describe our firm's experience, capabilities, and approach to your project. Please contact me directly at 216.522.1350 x 7831 or jkurtz@wrldesign.com with any questions or if you need additional information. We thank you for your consideration and look forward to the next steps in your selection process.

Sincerely,

Jonathan Kurtz, AIA
Principal in Charge and Lead Designer

Westlake
Reed
Leskosky

BAFO - Proposed Fee

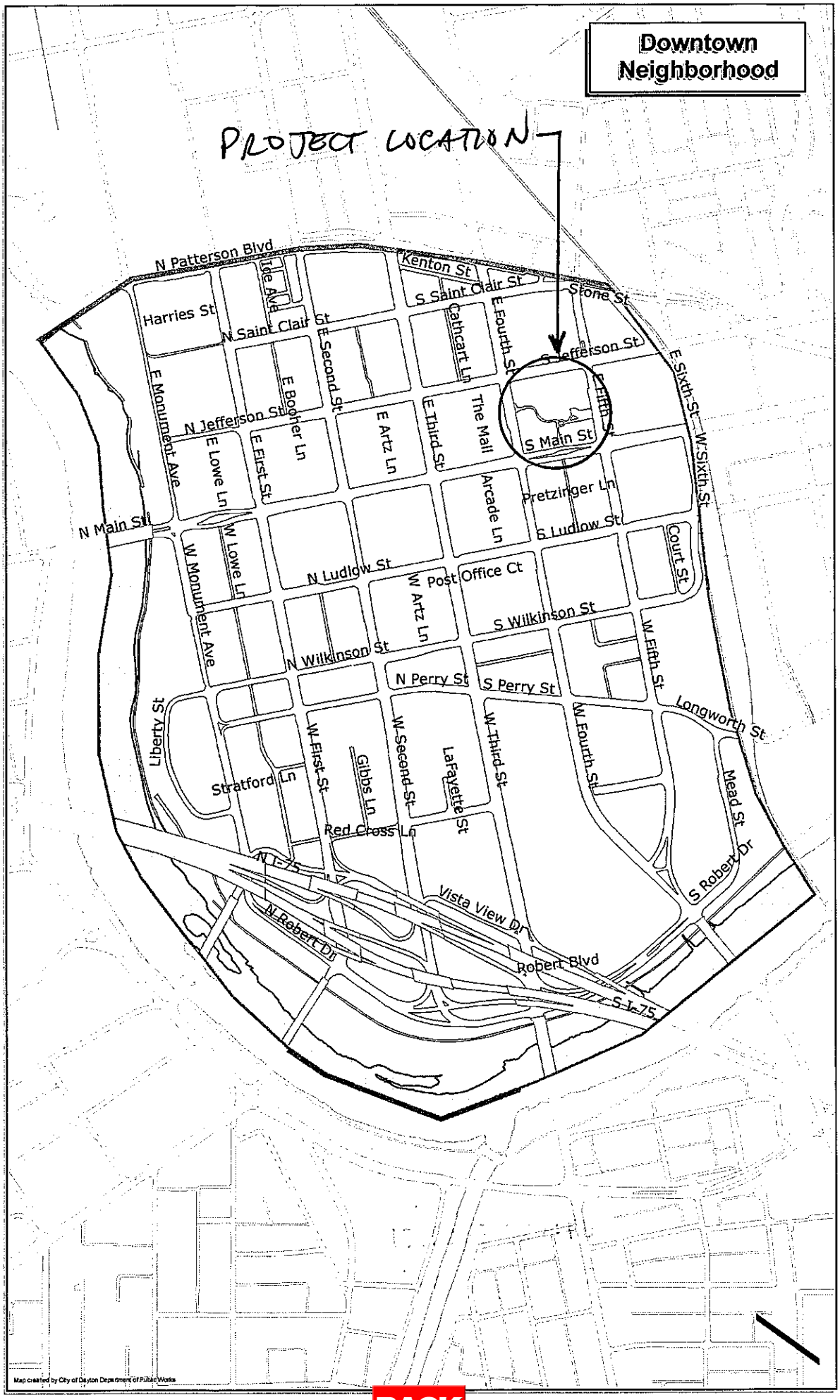
Westlake Reed Leskosky proposes to undertake the Dayton Levitt Pavilion project for the lump sum fees listed below. The fees are based on a construction cost of $4,500,000.00. Per your request, we have broken out the Preliminary Concept Design Phase from the Implementation Phase. Fees for both phases include the following disciplines:

- Architecture (including Code and ADA compliance) + Interior Design
- Structural Engineering
- MEP Engineering
- Theater Technical, A/V, Acoustics, Lighting, and Security/IT
- LEED certification
- Landscape Architecture
- Civil Engineering
- Geotechnical Investigation
- Survey
- Cost Estimating

The fees for both Preliminary Concept Design Phase and Contract Documents Phase are inclusive of reimbursable expenses.

The Preliminary Concept Design fee includes development of three (3) concepts for the pavilion with a cost estimate and rendering for each.

PRELIMINARY CONCEPT DESIGN PHASE	**$70,000.00**
IMPLEMENTATION PHASE	
30% Construction Documents	$73,750.00
70% Construction Documents	$118,000.00
100% Construction Documents	$103,250.00
Bid Period / Construction Administration	$73,750.00
Subtotal Contract Documents:	**$368,750.00**
TOTAL:	**$438,750.00**


Downtown Neighborhood
PROJECT LOCATION
N Patterson Blvd
Kenton St
Stone St
S Saint Clair St
N Saint Clair St
Harries St
Ide Ave
E Second St
Cathcart Ln
E Fourth St
S Jefferson St
E Sixth St
W Sixth St
E Monument Ave
E Booher Ln
N Jefferson St
E Lowe Ln
E First St
E Artz Ln
E Third St
The Mall
S Main St
E Fifth St
Arcade Ln
Pretzinger Ln
N Main St
W Lowe Ln
S Ludlow St
Court St
N Ludlow St
W Monument Ave
W Artz Ln
Post Office Ct
S Wilkinson St
N Wilkinson St
W Fifth St
N Perry St
S Perry St
Longworth St
Liberty St
W First St
W Second St
W Third St
W Fourth St
Stratford Ln
Gibbs Ln
Lafayette St
Mead St
Red Cross Ln
N I-75
Vista View Dr
S Robert Dr
N Robert Dr
Robert Blvd
S I-75
Map created by City of Dayton Department of Public Works

BACK

City Manager's Report

4.

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

Date **September 7, 2016**

Expense Type **Lease Agreement**

Total Amount **$27,000.00** (Thru 8/19)

Supplier, Vendor, Company, Individual

Name **Wright Brothers Aero, Inc.**

Address **3700 McCauley Drive**
Vandalia, OH 45377

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Aviation Operating	51000-3214-23392-43	$27,000.00

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

Description

The Department of Aviation requests permission to enter into a Lease of Hangar Facility Space with Wright Brothers Aero, Inc. ("WBA") for 6,000 square feet within the building at 3535 McCauley Drive, Vandalia, OH 45377 at the Dayton International Airport ("Airport"). WBA wishes to lease the space for aeronautical purposes of air cargo and freight forwarding service operations as part of its authorized business operations at the Airport.

If approved, WBA will pay the City $750.00 per month, based upon a rate of $1.50 per square foot per year on the 6,000 square feet of space. This will result in annual revenue to the city of $9,000.00 and a total of $27,000.00 over the three-year initial period. The initial term will terminate on August 31, 2019. Unless either party terminates the agreement, the lease shall renew for 12-month periods.

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

A Certificate of Revenue is attached.

Signatures/Approval

Division

Department

City Manager

Approved by City Commission

Clerk

Date

FORM NO. MS-16

Updated 8/2016

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Wright Brothers Aero, Inc.

Address 3700 McCauley Drive

City Vandalia State OH Zip+4 45377 -

Customer # 1356 Address Location # 1434

Federal ID# 31-0928112

Revenue Information: Fund 51000 Organization 3214 Revenue 23392 Program 43

Contract Information: Contract Start Date 9/1/2016 Contract Expiration Date 8/31/2019

Billing Information: Rate: $750.00 Arrears _____ Pre-bill X*

Monthly (1st month of billing) September 2016*

Quarterly (1st month of quarter) _____

Semi-annual (1st month of half) _____

Annual (1st month of billing) _____

Other (explain) _____

Rate Change Date NA Rate Change Amount NA

Description of Services (wording on invoice):

Ground Lease at the Dayton International Airport

6,000 sf for hangar facility space @ $1.50 psf/year

* WBA will need to be billed in arrears for September 2016.

Departmental Approval

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-1356-1 Auditor Kena Brown Date 8/26/16

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 8-24-16

LEASE OF HANGAR FACILITY SPACE

This Lease of Hangar Facility Space ("Lease") is made and entered into this___ day of _____, 20__ between the City of Dayton, Ohio ("Lessor"), a municipal corporation in and of the State of Ohio, and Wright Brothers Aero, Inc. ("Lessee"), an Ohio corporation.

WITNESSETH THAT:

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

WHEREAS, Lessor owns the buildings, structures, and all improvements situate on a certain portion of Airport property having the mailing address of 3535 McCauley Drive; and

WHEREAS, Lessee seeks to lease 6,000 square feet of hangar space in the building located at 3535 McCauley Drive for the aeronautical purposes of air cargo and freight forwarding service operations and other ancillary services as part of its authorized business operations at the Airport; and

WHEREAS, Lessor deems it advantageous to itself and the operation of the Airport to lease the Premises, as identified hereinafter, to Lessee under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual Leases herein contained and the mutual benefits to be derived, the parties agree as follows:

ARTICLE I - DESCRIPTION OF LEASED PROPERTY

A. Lessor leases to Lessee six thousand (6,000) square feet within the building having the address of 3535 McCauley Drive, Vandalia, OH 45377, which is located at the Airport as depicted on the attached and incorporated Exhibit A ("Premises"). By execution of this Lease, Lessee certifies that it was given an opportunity to fully inspect the Premises, and hereby accepts the Premises "as-is".

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. The Premises shall be solely for aeronautical purposes including, but not limited to, air cargo and freight forwarding service operations, avionics repair station, light aircraft maintenance and limited ancillary uses, as needed, in connection with Lessee's existing "fixed based operation" or "FBO" (as this term in defined under Federal Law) business operated at the Airport pursuant to a separate written agreement with the City. In the absence of a separate agreement with the City authorizing Lessee to conduct an FBO business at the Airport, Lessee shall not be permitted to use the Premises to conduct an FBO at the Airport and Lessee shall immediately cease using the Premises to conduct any ancillary FBO uses permitted under this subsection.

B. Lessee is prohibited from using the Premises to conduct any non-aeronautical use, as this term is defined by Federal Aviation Administration ("FAA") and used in FAA Order 5190.6A or any amendment thereto or any replacement thereof. Lessee is prohibited from installing or otherwise engaging in aircraft fueling operations on or about the Premises.

C. Lessee shall not at any time cause the Premises to become vacant for more than ten (10) 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.

D. 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, avigation 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, together with the right to direct and control all activities of the Lessee in this regard.

C. The Lease shall be subordinate to the provisions of and requirements of any existing or future Leases between Lessor and the United States of America, 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 Title 14 Code of Federal Regulations 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 conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Title 14 Code of Federal Regulations 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 maintain the Premises in a neat, clean and orderly condition at all times, free from oil, grease, fuel or any other combustible substance that could create or be considered a fire or environmental hazard. No alterations or improvements of any kind shall be made without the prior written approval by Lessor.

B. Lessee shall, upon termination of this Lease, remove all personal property and trade fixtures and repair any damage or injury to the Premises resulting from such removal, and restore the Premises to its original state, and deliver the Premises to Lessor in good condition, normal wear and tear excepted.

C. Used oil shall not be stored inside or outside the Premises or disposed of on Airport grounds, except in approved oil storage containers as may be provided by a Fixed Base Operator of the Airport and subject to its approval.

D. Lessee shall comply with all rules and regulations of the Airport, and all other applicable federal, state and local laws, rules, regulations, orders and directives.

E. 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.

F. Lessee shall obtain all licenses, certificates, permits or other authorizations that are necessary or required for the conduct of Lessee's business and operations upon the Premises or necessary to comply with the requirements of this Lease or in the exercise of any right or obligation granted herein, including, but not limited to, any licenses, permits or sampling required for Lessor to comply with the National Pollutant Discharge Elimination System (NPDES) permit, or any of their successors. Lessee, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial

remedies that may be available to Lessee regarding any dispute or contest related to any authorizations required.

G. Lessee shall not erect, allow or permit to be maintained on the Premises or upon the exterior of the Premises, any billboards, advertising or any other signs, except those that have the prior written approval of Lessor.

H. Lessee is prohibited from storing Hazardous Materials on or about the Premises. For purposes of this Lease, "Hazardous Materials" means any substance, whether solid, liquid or gaseous, that is listed, defined or regulated as a "hazardous substance," "hazardous waste," "solid waste," or pesticide, or is otherwise classified as hazardous or toxic, in or pursuant to any federal, state or local law, rule, regulation, order, license, authorization, decision, injunction, decree or rule of common law, and any judicial or agency interpretation of any of the foregoing, and specifically including, but not limited to, oil, pesticides, herbicides, paint, solvents, PCB's, acids, and other flammable materials. Hazardous Materials does not include and Lessee may use, bring and store, in commercially reasonable quantities, household and commercial cleaners and chemicals in connection with maintenance of the Premises. Lessee shall provide immediate notice to Lessor and the Butler Township Fire Department of any spill, leak, or discharge of Hazardous Materials on or about the Premises or Airport property. Lessee shall comply with all reasonable requests of Lessor related to compliance with the storm water pollution prevention plan. Notwithstanding any other provision of this Lease, Lessor shall have the right to inspect the Premises and remove, at Lessee's sole expense, any Hazardous Materials found thereon belonging to Lessee or allowed to be placed or stored on the Premises by Lessee.

I. Lessee shall repair or pay for any and all damages to Lessor and its property caused by any wrongful, intentional or negligent acts or omissions of Lessee, its agents, employees, tenants and/or sub-lessees arising out of the use or occupancy of the Premises or in the exercise of any right or obligation granted herein.

J. 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.

K. Lessor, at its sole discretion, may institute a billing system for real estate taxes and assessments on the Airport of which the Premises is a part thereof. Taxes shall be based

on the values and tax rates established by the Montgomery County, Ohio taxing authority. In such event, Lessee shall pay to Lessor all real property taxes and assessments that are levied or imposed upon the Premises from the date such taxes are billed to Lessee and shall be prorated so as to require Lessee to pay such taxes and assessments only for the period of Lessee's tenancy. From and after the Effective Date of this Lease, Lessee shall pay all taxes levied on leasehold and personal property situated on the Premises.

L. Lessee acknowledges that the annual Air Show held at the Airport may impact Lessee's activities and that Lessee has no claim for damages or loss of use as a result of Air Show activities.

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 three (3) years commencing on September 1, 2016 ("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 shall automatically renew at the termination of the Initial Term for three (3) additional one (1) year periods (each a "Renewal Term"), unless either party notifies the other, in writing, not less than thirty (30) days prior to the termination of the Initial Term or a Renewal Term, that such party is terminating this agreement.

ARTICLE VII - RENTALS

A. Lessee shall pay to Lessor annual rent for the 6,000 square feet space in the amount of Nine Thousand Dollars ($9,000.00), based on a rate of One Dollar and Fifty Cents ($1.50) 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 commencing on the Commencement Date unless otherwise specified herein, 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 any successor thereto, 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 Five Million Dollars ($5,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The Lessor shall be named as additional insureds, on a primary, non-contributory basis for any liability arising directly or indirectly from this Lease.

2. All Risk Property Insurance:

   i. Lessee shall obtain an "All Risk Property" policy, including improvements and betterments covering damage to buildings, in the amount of full replacement value of the improvements and betterments on the Premises. Lessor is to be named as a loss payee on said policy or policies of insurance.

   ii. Lessee shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned or rented by Lessee. When Lessee undertakes the Project or any improvement, construction or repair project on or to the Premises, an "All Risk Blanket Builders Risk Insurance" shall be provided by Lessee to cover at replacement cost the materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include the following: right to partial occupancy, material stored off-site and in transit, earthquake, faulty workmanship or materials, extra expense, and loss of use of property. The Lessor shall be named as loss payee on said policy or policies of insurance.

3. Automobile Liability Insurance:

If vehicular access is limited to land side, then auto insurance will not be required. In the event Lessee intends in the future to use any motor vehicles (owned, non-owned and hired) in connection with this Lease, Lessee shall provide Comprehensive Automobile 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. Lessor is to be named as an additional insured on a primary, non-contributory basis on said policy or policies.

4. Aircraft Liability Insurance:

Aircraft Liability Insurance with limits of not less than Five Million Dollars ($5,000,000) per occurrence, combined single limit, for bodily injury and property damage liability. The Lessor shall be named as additional insureds, on a primary, non-contributory basis on said policy or policies. Insurance requirements under this subsection 4 shall commence on the date of Beneficial Occupancy.

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 TO PREMISES

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

A. Lessee is prohibited from selling, assigning or transferring this Lease without the prior written consent of Lessor. Any sale, assignment or transfer in violation hereof shall be void.

B. Lessee shall not sublease or underlet the Premises without the prior written consent of Lessor.

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, this Lease shall be subject to termination by Lessee should any one or more of the following events occur:

1. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof used by Lessee and necessary for Lessee's operations on the Airport, for a period of thirty (30) consecutive days and results in material interference with Lessee's normal business operations at and from the Premises;

2. Lessor's default of any material term or condition of this Lease, and the failure of Lessor to cure such default or to take prompt action to cure such default, within a period of thirty (30) days after receipt of written notice to cure the default; or if by reason of the nature of such default it cannot be cured within the thirty (30) days, then Lessee shall have the right to terminate this Lease if the Lessor fails to commence the remedying of such default within the thirty (30) day period.

B. Lessee may terminate this Lease without cause, upon giving Lessor thirty (30) days' advance written notice of termination.

ARTICLE XVI - TERMINATION BY LESSOR

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

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

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

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

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

5. If Lessee defaults in the performance of any term or condition of this Lease, but excluding the payment of amounts due and owning hereunder, and Lessee fails to cure such default within thirty (30) days from receipt of written notice

to cure such default; or if by reason of the nature of such default the same cannot be remedied within said thirty (30) days, then Lessor shall have the right to terminate this Lease if the Lessee fails to commence the remedying of such default within the thirty (30) day period or, after having so commenced, fails thereafter to continue with due diligence the remedying thereof.

6. 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.

B. Lessor may terminate this Lease if Lessee does not have sufficient rights and privileges, under a separate agreement with the City, authorizing Lessee to conduct an FBO business at the Airport.

C. Lessor may terminate this Lease, upon giving Lessee thirty (30) days' advance written notice of termination.

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 construed or operate as a renewal or extension of this Lease, but shall only create an at will month-to-month tenancy that may be terminated at any time by Lessor or Lessee.

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 the 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 or other payments with knowledge of the breach by Lessee of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by a duly authorized representative of Lessor or Lessee, as the case may be.

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

ARTICLE 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, and such consent or approval shall not be unreasonably withheld. Where a response is required to be provided by Lessor, such response shall be provided in writing no later than thirty (30) days after the request for response.

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

To Lessor:

Director of Aviation
James M. Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, OH 45377
(937) 454-8200

To Lessee:

President
Wright Brothers Aero, Inc.
3700 McCauley Drive
Vandalia, OH 45377
(937) 890-8900

or to such other address as Lessor or Lessee shall direct in writing.

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

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

E. 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.

F. 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.

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

H. 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.

I. 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.

J. 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.

IN WITNESS WHEREOF, Lessor and Lessee, each by a duly authorized representative, have executed this Lease as of the date first set forth above.

WITNESSED BY:

_____

WRIGHT BROTHERS AERO, INC.

By: _____

Its: _____

WITNESSED BY:

_____

CITY OF DAYTON, OHIO

_____

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

_____

City Attorney SPB LTB

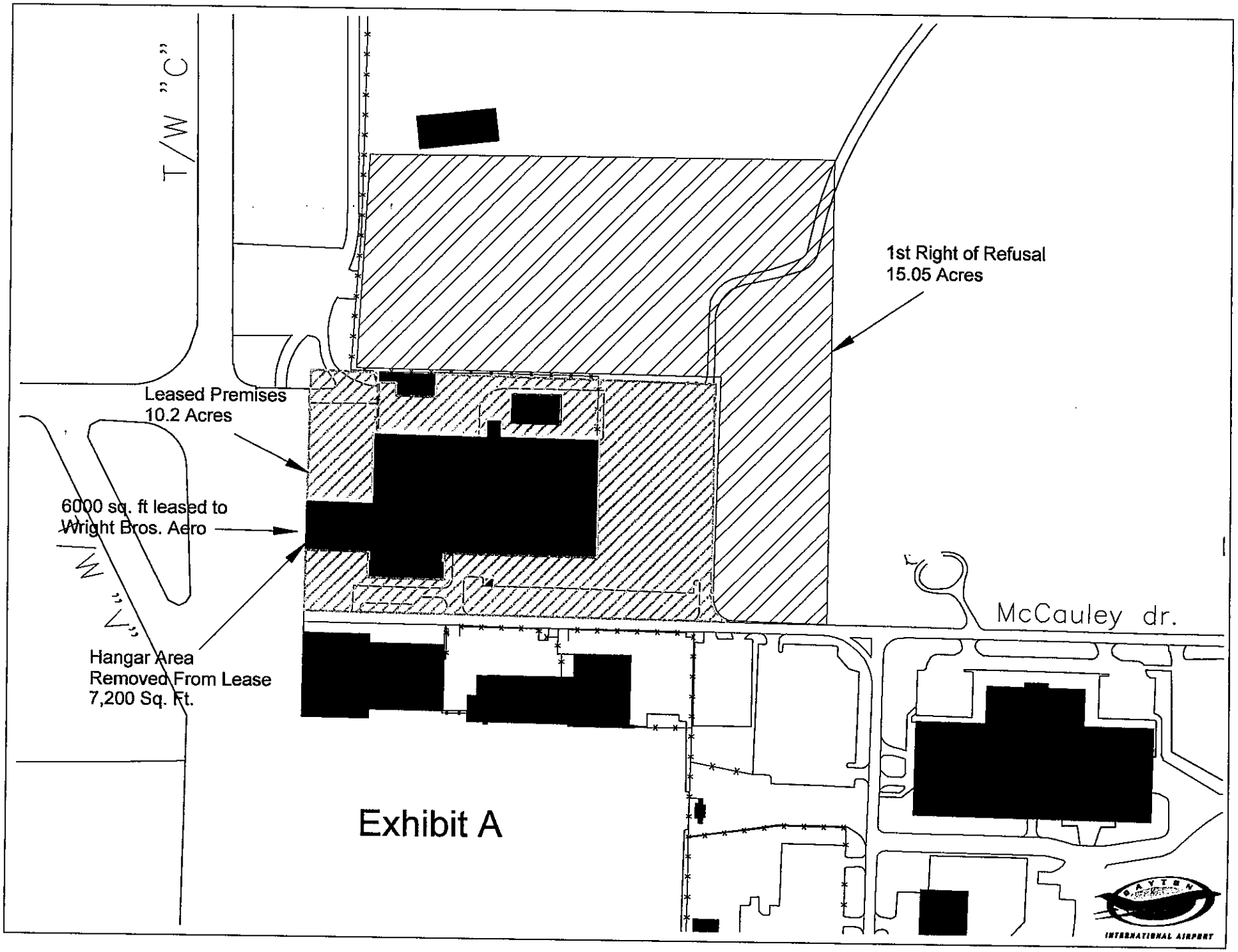
APPROVED BY THE COMMISSION OF OF THE CITY OF DAYTON, OHIO:

_____, 201__

Min/Bk. _____ Pg. _____

_____

Clerk of the Commission


T/W "C"
1st Right of Refusal
15.05 Acres
Leased Premises
10.2 Acres
6000 sq. ft leased to
Wright Bros. Aero
T/W "V"
Hangar Area
Removed From Lease
7,200 Sq. Ft.
McCauley dr.
Exhibit A
DAYTON
INTERNATIONAL AIRPORT

BACK

5

By.....Ms. Whaley..... No.....31513-16.....

AN ORDINANCE

Authorizing the Execution of a Termination of Water Service Agreement and a Regional Amenities Fund Agreement Between the City of Dayton and the City of Clayton; Authorizing the City Manager to Accept the City of Clayton Water Distribution System; and Declaring an Emergency.

WHEREAS, The City of Dayton, Ohio ("City") and the City of Clayton, Ohio ("Clayton") entered into a Water Service Agreement and a Regional Amenities Fee Agreement ("Agreements"), both dated September 13, 2000, for the sale of surplus City water to Clayton; and,

WHEREAS, City and Clayton have agreed to mutually terminate the Agreements and have further agreed that Clayton, in consideration for the termination of the aforementioned Agreements, will donate its water distribution system to the City; and,

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety 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 Commission authorizes and directs the City Manager, or her designee, to execute the Termination Agreement, attached hereto and incorporated herein as Exhibit A.

Section 2. That the Commission hereby accepts the donation of the Clayton Water Distribution System as defined in the Water Service Agreement which is attached to and incorporated into Exhibit A.

Section 3. That the Commission hereby authorizes the City Manager to accept all public easements and rights-of-way granted to the City in connection with the Clayton water distribution system.

Section 4. That the Clerk of Commission shall forward a certified copy of this Ordinance to the Council of the City of Clayton.

Section 5. That 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.....September 7....., 2016

SIGNED BY THE MAYOR.....September 7....., 2016

Nan Whaley

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:

City Attorney

AGREEMENT OF THE CITY OF CLAYTON, OHIO AND THE CITY OF DAYTON, OHIO TO TERMINATE WATER SERVICE AGREEMENT AND REGIONAL AMENITIES FUND AGREEMENT ("TERMINATION AGREEMENT")

WHEREAS, the City of Clayton, Ohio, via enactment of Ordinance No. O-08-00-12 and the City of Dayton, Ohio (hereinafter "Dayton") (collectively "the Parties") via approval from the Dayton City Commission on September 13, 2000, entered into a certain *Water Service Agreement* ("*Agreement*") dated September 13, 2000, attached hereto as Exhibit A, which *Agreement* provides for the sale of surplus Dayton water to the City of Clayton, Ohio for its use and resale to its residents, businesses and institutions ("Clayton Water Service Area Users") (Section 4 of *Agreement*); and,

WHEREAS, the parties entered into a First Amendment of the Water Service Agreement on July 16, 2003, to amend the boundaries of the Water Service Area; and,

WHEREAS, pursuant to said *Agreement*, Dayton is responsible for the design, construction, and operation of a "Trunk Water Main" within the Clayton Water Service Area, and for the design, construction, and installation of certain Feeder Mains; and,

WHEREAS, Section 7 of the *Agreement* delineated that Dayton would initially pay for the Total Actual Cost incurred with the engineering, construction, and installation of the Trunk Water Main and Feeder Mains within the Clayton Water Service Area said cost to be reimbursed by the City of Clayton, Ohio as described therein; and,

WHEREAS, pursuant to said *Agreement*, the City of Clayton, Ohio is responsible for the construction, operation, and maintenance of all distribution lines and related facilities within the Clayton Water Service Area such as elevated water towers and pumps and is further responsible for the operation and maintenance of Feeder Mains to which the City of Clayton has attained ownership as provided in said *Agreement,* and is further responsible for the maintenance, service, and replacement of the tap and all service lines from the tap to the curb stop (collectively referred to as the "Clayton Distribution System") (Section 3 of *Agreement*), (Section 5 of *Agreement*); and,

WHEREAS, pursuant to said *Agreement*, Dayton is responsible to read all meters within the Clayton Water Service Area and the City of Clayton, Ohio is responsible for individual billing to users within the Clayton Water Service Area (Section 6 of *Agreement*); and,

WHEREAS, Section 10 of the *Agreement* provides for termination by mutual agreement of the Parties; and,

WHEREAS, the Parties have agreed to mutually terminate the *Agreement* and have further agreed that the City of Clayton, Ohio in conjunction with termination of the

aforementioned *Agreement* will donate to Dayton the "Clayton Distribution System" as defined in the *Agreement*; and,

WHEREAS, the Parties, in conjunction with the termination of the aforesaid *Agreement* and donation of the Clayton Distribution System, have mutually agreed that the financial obligations as set forth in the *Agreement*, including but not limited to, the financial obligations as described in Section 7 thereof have been satisfied; and,

WHEREAS, in conjunction with the aforementioned *Agreement*, the Parties, on or about September 13, 2000, entered into the *Regional Amenities Fee Agreement,* a copy of which is appended hereto as Exhibit B; and,

WHEREAS, Section V(B) of the *Regional Amenities Fee Agreement* provides that said Agreement may be terminated by mutual written agreement of the Parties; and,

WHEREAS, in conjunction with the mutual termination of the *Water Service Agreement*, the Parties also desire to mutually terminate the *Regional Amenities Fee Agreement* and both parties mutually agree that no monies are owed thereunder.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and obligations herein, the Parties agree as follows:

1. That the *Water Service Agreement* and the *Regional Amenities Fee Agreement* between the City of Clayton, Ohio and Dayton are hereby terminated upon mutual agreement. Said termination to become effective upon the enactment of legislation by both Parties.

2. Further, upon the enactment of legislation by the City of Clayton, Ohio and Dayton authorizing same, the "Clayton Distribution System," as defined in said *Water Service Agreement,* will be donated to Dayton in conjunction with the termination of the *Water Service Agreement* and the *Regional Amenities Fee Agreement*. Dayton will henceforth supply water to, maintain the infrastructure donated herein, and bill directly those water service accounts described in said *Agreement* as the "Clayton Water Service Area Users."

3. Clayton Service Area Users shall pay rates and charges equal to the rates or charges now or hereafter established within Dayton's corporation limits, plus a twenty-five percent (25%) surcharge as identified in City of Dayton Ordinance No. 30434-05 "Establishing Rates to Be Charged to Customers of the City of Dayton Public Drinking Water System" (or latest edition).

4. Dayton shall establish an Assessment Fee to recoup Dayton's initial investments to serve customers in the Clayton Service Area. Assessment Fee shall be Five Hundred Eighty-One Dollars and Sixty-Six Cents ($581.66) per acre. This Fee shall apply only to new Clayton water service customers after the effective date of this agreement. This Fee may be waived by the Director of Water.

5. Clayton shall insure all Engineering Plans and Specifications for new water distribution infrastructure or modifications to existing water infrastructure shall be submitted to Dayton's Director of Water for approval prior to actual construction.

6. Fire hydrants may be used by Clayton's Fire Department or for normal system flushing. Special permits for hydrant use is required (this includes pool use, street sweeping, construction water, etc.). Permits shall be obtained in accordance with Dayton's Department of Water Rules and Regulations.

7. Clayton shall permit and grant to Dayton, at no expense or cost, all necessary public easements and rights-of-way currently held by Clayton, with the right of access thereto, for the maintenance, construction, and installation of water infrastructure utilized for Clayton Water Users.

8. Clayton hereby agrees that the Clayton Water System shall not be supplied or serviced with other water under any contract or agreement with any other governmental or private water supply system.

9. That the Parties, in conjunction with the termination of the aforesaid *Water Service Agreement* and *Regional Amenities Fee Agreement*, mutually agree that all financial obligations as set forth in the *Water Service Agreement* and *Regional Amenities Fee Agreement*, including but not limited to, the financial obligations as described in Section 7 of the *Water Service Agreement* relative to the Total Actual Cost incurred for the engineering, construction, and installation of the Trunk Water Main and Feeder Mains within the Clayton Water Service Area, have been fully satisfied.

10. That the respective City Managers have the authority to execute this Termination Agreement and any additional documentation necessary to effectuate termination of the aforesaid *Water Service Agreement* and *Regional Amenities Fee Agreement* and to effectuate the donation of the "Clayton Distribution System" as defined in said *Water Service Agreement* to Dayton including, but not limited to, documentation which may be required and/or requested by the EPA. Dayton will henceforth supply and bill directly those water service accounts described in said *Water Service Agreement* as the "Clayton Water Service Area Users."

11. This *Termination Agreement* represents the entire and integrated agreement of the Parties hereto and supersedes all prior or contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this *Termination Agreement*. This *Termination Agreement* may be amended or modified only as specified in Paragraph 6 below.

12. This *Termination Agreement* may be amended or modified by mutual agreement of the parties, provided that any such amendment or modification is in writing, duly authorized and signed by both parties, and said amendment or modification makes specific reference to this *Termination Agreement*.

13. The invalidity, illegality, or unenforceability of any provision of this *Termination Agreement* shall in no way affect the validity or enforceability of any other portion or provision of this *Termination Agreement.* Any void, unenforceable, invalid or illegal provision shall be deemed severed from this *Termination Agreement* and the balance of this *Termination Agreement* shall be construed and enforced as if this *Termination Agreement* did not contain the particular portion or provision deemed void, unenforceable, invalid or illegal. The parties further agree that in such instance(s), the parties will act in good faith to mutually agree to an acceptable substitute provision.

14. This *Termination Agreement* shall be governed and construed by the laws of the State of Ohio.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

The City of Clayton, Ohio has caused this Agreement to be duly executed in its name and behalf on the 21st day of July, 2016, and the City of Dayton, Ohio has caused this Agreement to be duly executed in its name and on its behalf on the _____ day of _____, 2016.

CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO

By: _____
Richard Rose, City Manager

Date of Signing: 8-17-16

APPROVED AS TO FORM:

By: _____
Martina M. Dillon
Clayton Law Director

Date: 8-18-16

CITY OF DAYTON, OHIO

By: _____
City Manager

Date of Signing: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

SIGNATURE AND NOTARY PAGE

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, _____, for the City of Dayton, an Ohio City.

_____
Notary Public, State of Ohio

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me on this 17 day of August, 2016, by Richard Rose, City Manager for the City of Clayton, an Ohio City.

NOTARIAL SEAL STATE OF OHIO

Teri L Birchfield
Notary Public - Ohio
My Commission Expires November 6, 2016

Teri L Birchfield
Notary Public, State of Ohio

EXHIBIT A

EXHIBIT A

WATER SERVICE AGREEMENT

This Agreement is dated this 13th day of September, 2000 between the City of Dayton, Ohio ("Dayton") and the City of Clayton, Ohio ("Clayton"), both political subdivisions in and existing under the laws of the State of Ohio.

WITNESSETH THAT:

WHEREAS, Dayton has the resources and capacity to provide water to residents, businesses and governmental entities located outside the Dayton municipal corporation boundaries; and

WHEREAS, Clayton desires to acquire and purchase water from Dayton for use by itself, and the residents, institutions and businesses (hereinafter referred to as "User" or "Users") located within and adjacent to Clayton's municipal corporation boundaries; and

WHEREAS, Dayton has determined that surplus water is available for sale to Clayton to serve the Clayton Water Service Area, as described herein.

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

SECTION 1. WATER SERVICE AREA

A. For purposes of this Agreement, the "Clayton Water Service Area" shall be such an area within the municipal corporation limits of the City of Clayton, Ohio, and including an area located outside, but adjoining the City of Clayton's municipal corporation limits. The Clayton Water Service Area is more specifically defined within Exhibit A, which is attached hereto and incorporated herein. It is understood and agreed that Clayton will have the non-exclusive right to obtain and provide Dayton's

water for the portion of the Clayton Water Service Area located outside its municipal corporation limits, but Clayton shall not be obligated to provide water outside its municipal corporation limits except upon such terms and conditions as are established by Clayton.

B. The parties hereby agree that the Clayton Water Service Area may be modified only by mutual written agreement between the parties, and subject to the ability of Dayton to supply its water to serve the expanded or additional territory.

SECTION 2. TERM

This Agreement shall commence upon approval by the Commission of the City of Dayton, Ohio and approval by the Council of the City of Clayton, Ohio and remain in effect for a period of twenty (20) years ("Initial Term"). This Agreement may be renewed for additional agreed upon terms not to exceed twenty (20) years each. Any such renewal(s) shall be in writing, executed by duly authorized representatives for each party and approved by the Commission of the City of Dayton and Council of the City of Clayton.

SECTION 3: CONSTRUCTION NECESSARY FOR DISTRIBUTION OF WATER

A. [redacted] The Trunk Water Main shall continue through the Clayton Water Service Area, starting from the south and ending in the northern section of the Clayton Water Service Area, as depicted on the attached and incorporated Exhibit B map. The Trunk Water Main construction shall be in

accordance with the plans and specifications approved by Dayton's Director of Water, and for purposes of this Agreement, consented to by Clayton.

It is anticipated that construction of the Trunk Water Main and provision of water service to the Clayton Water Service Area shall occur in two phases. Phase I shall involve construction of the Trunk Water Main to permit the extension of water service to an area designated within Exhibit B. Phase II shall complete the construction of the Trunk Water Main and extend water service to the remainder of the Clayton Water Service Area as designated within Exhibit B. Activities relating to Phase I (engineering, plans, bidding and construction, etc.) shall commence immediately upon the effective date of this Agreement. Activities relating to Phase II shall commence at such time as is agreed to by both parties hereto but not later than January 1, 2001.

B. Concurrent with the construction of the Trunk Water Main and as part of Phase II, Dayton shall design, construct and install Feeder Mains in diameters of no less than twelve (12") inches (the "Feeder Mains") which shall be in certain areas of the Clayton Water Service Area, as depicted and designated in Exhibit B. Construction of the Feeder Mains shall be in accordance with the plans and specifications approved by Dayton's Director of Water, and for purposes of this Agreement, consented to by Clayton. From time to time as a first tap is made on any given Feeder Main, Clayton shall then attain ownership of that specific Feeder Main and assume all responsibility for its operation, maintenance, repair and replacement.

C. In addition to the installation and Clayton Distribution System Lines to the Trunk Water Main, Dayton shall permit up to fifty (50) taps per lineal mile for service

connections on the Trunk Water Main.

D. Clayton shall be responsible to construct, operate, and maintain all distribution lines and related water facilities within the Clayton Water Service Area, such as elevated water tower(s) and pumps, and shall be responsible for operation and maintenance of Feeder Mains as to which Clayton has attained ownership as provided in Section 3(B) (hereinafter collectively referred to as the "Clayton Distribution System"). All plans and specifications for the Clayton Distribution System shall be submitted to Dayton's Director of Water for consent and approval prior to actual construction, and said Director shall have the right to determine the size of the water lines and mains used in order to insure adequate flow, volume and other system needs. Further, all Clayton Distribution System planning, construction, installation and inspection(s) shall be performed in accordance with Dayton's specifications, rules, regulations and inspection requirements for similar work now existing or as amended, and all applicable federal and state laws, regulations, standards or orders.

SECTION 4. DISTRIBUTION OF WATER

A. During the term of this Agreement, Dayton shall endeavor to use its best efforts to furnish an adequate supply of water through the water system as may hereinafter be constructed pursuant to the terms of this Agreement for resale by Clayton to the Clayton Water Service Area Users, subject to such interruption of supply as may arise from natural causes, failure or insufficiency of equipment or water lines or causes reasonably beyond Dayton's control. All water supplied under this Agreement, including water supplied for municipal facilities, shall be metered.

B. During the term of this Agreement, Dayton shall endeavor to use its best efforts so that the water pressure and volume of water to be provided under this Agreement will not be reduced within the Clayton Distribution System, subject to emergency failure of pressure due to supply line breaks, insufficient water mains or equipment, power failure, acts of God or other events beyond the control of Dayton. In the event of a restriction in flow or pressure due to drought conditions or other cause which effects the entire Dayton water system, Dayton shall endeavor to use its best efforts so that the reduction in flow or pressure to the Clayton Water Service Area will not be proportionally greater than applied to other users of Dayton water inside or outside Dayton's municipal boundaries. Dayton shall have no responsibility for water pressure or volume problems and conditions arising in the Clayton Distribution System, unless designed and built by Dayton.

C. The use and consumption of water by Clayton Water Service Area Users shall be subject at all times to such rules and regulations, specifically including those concerning excessive use, as Dayton may establish from time to time and as are generally applicable to other users of Dayton water outside Dayton's municipal boundaries. Such rules and regulations applicable to the operation of, and consumption and distribution from the Water Works of Dayton shall, as may be practicable and applicable, govern and apply to similar situations within the Clayton Water Service Area. Fire hydrants shall be used only by Clayton's Fire Department or for normal system flushing, except that special permits for hydrant use (including pool use, street sweeping, construction, etc.,) may be obtained in accordance with Dayton's Department of Water Rules and Regulations. Private fire hydrants may be

set in accordance with Dayton's Department of Water Rules and Regulations.

D. Nothing contained herein shall prevent Clayton from establishing such similar or additional rules and regulations governing the consumption and use of water to be provided under this Agreement. However, any such rules and regulations established by Clayton shall not establish requirements or set standards which fall below those rules, regulations, standards, conditions, or restrictions set forth in Dayton's Department of Water Rules and Regulations, and shall be consented to by Dayton.

SECTION 5. WATER METERS AND TAPS

A. Dayton shall furnish and install all meters necessary to measure the use of water furnished to the Clayton Water Service Area Users, and shall make all service taps on the distribution system, including the Clayton Distribution System. Service charges for installing and setting the meters, cost of the meters and other special charges will be at the rates as now existing or may be hereinafter established by Dayton, plus a ten percent (10%) surcharge plus whatever additional permit charges or fees are imposed by Clayton. All meters installed shall remain the sole property of Dayton.

B. Taps shall only be made after a Dayton permit has been obtained by a plumber, who shall be bonded with Dayton. The plumber shall first obtain and remit payment for all required permits from Clayton, if any, prior to seeking a Dayton permit. The Dayton permit shall set forth the plumber's name, address and the address and size of the tap to be made. Dayton's charge for the permit will be the same as the charge for a permit within the municipal boundaries of Dayton, plus a ten

percent (10%) surcharge. Dayton's charge for the tap will be the same as the charge for a tap within the municipal boundaries of Dayton, plus a ten percent (10%) surcharge.

C. Service taps will be made in the sizes currently offered and permitted under the Dayton Department of Water Rules and Regulations. Prices for taps two inch (2") and smaller shall be at the standard rates charged within Dayton, plus the 10% surcharge plus whatever additional permit charges or fees are imposed by Clayton. Prices for taps over four inches (4") will only be provided upon plumber's request, and will be based upon the requisite tapping charge and estimate of the actual cost(s) to Dayton for labor and materials, plus the ten percent (10%) surcharge plus whatever additional permit charges or fees are imposed by Clayton.

D. All tapping fees and permit fees or charges shall be paid by the plumber seeking to obtain the permit, with payment to be made directly to the municipality imposing said fee or charge. Dayton and Clayton agree that each party will assume the responsibility for the billing and collection of its own tapping or permit fee(s) or charge(s). The plumber shall be responsible for all excavations, as Dayton will not excavate in any street outside its corporate limits. Once a Clayton permit, if applicable, and a Dayton permit is issued, Dayton shall install the specified tap. Despite payment of tapping fees and permit fees to Dayton, [redacted]

SECTION 6. WATER PAYMENT AND USER BILLING

A. Dayton will read all meters within the Clayton Water Service Area and furnish

Clayton with a quarterly aggregate billing statement for all water usage within the Clayton Water Service Area. Dayton shall also provide Clayton with each quarterly aggregate billing, information in electronic format evidencing Dayton's charges for each individual User served within the Clayton Water Service Area. This information shall be in such format as to be readily usable by Clayton for individual billing to Users within the Clayton Water Service Area.

The quarterly aggregate billing statement shall form the basis for a water payment to Dayton, which must be paid within thirty (30) days after such statement(s) are rendered for the water furnished and consumed by Users within the Clayton Water Service Area. If Clayton remits the aforesaid quarterly aggregate billing payment in full within the thirty (30) day time period, Clayton shall be entitled to the customary five percent (5%) discount allowed to Users within the corporate limits of Dayton.

B. Consistent with Dayton's obligations under the foregoing Subsection 6-A, all meters in the Clayton Water Service Area shall be read by Dayton at least once a year. Meters including, but not limited to, those not read in one year may be deemed inaccessible by Dayton. Dayton shall notify Clayton of any such inaccessible meters. Clayton shall notify individual Users and effect a resolution, satisfactory to Dayton, within sixty (60) days. Clayton shall cause the property owner to provide locations for the relocation and reinstallation of accessible meters to replace the inaccessible meters. Clayton shall cause the property owner to permit an actual reading in conjunction with the satisfactory resolution of the inaccessible meters.

Failure to correct or effect the correction of an inaccessible condition, as

stipulated herein, is cause for discontinuing the water service to the User and rendering of a bill for fees and charges in accordance with Dayton's Department of Water Rules and Regulations, which are in effect at the time of execution of this Agreement or as may be amended, modified or enacted.

C. The rates or charges to be paid by Clayton to Dayton for water supplied under this Agreement and under any special permits shall be rates equal to the rates now obtaining or hereafter established within Dayton's corporation limits, plus a twenty-five percent (25%) surcharge.

D. If any meter or other measuring device fails to function, the compensation or charges during such period of failure shall be based upon estimated quantities to be determined and fixed by Dayton's Director of Water after consultation with Clayton for this meter's typical usage.

E. Clayton shall be responsible to bill all Users within the Clayton Water Service Area for all water provided under this Agreement, at such rates and charges as Clayton may establish from time to time. It is agreed and understood that Dayton shall not be responsible for any User billing errors or failure by User to remit payment. If a User dispute arises, whereby a User seeks to challenge the amount of water consumed and Clayton desires Dayton's involvement, Clayton shall immediately contact Dayton concerning such dispute and Dayton shall take such actions as reasonably necessary to investigate same under its existing policies and procedures for such disputes. Regardless of whether Clayton has credited or taken such other action to resolve the dispute Dayton shall not be bound by such resolution, absent consent from the Dayton Director of Water.

SECTION 7. CLAYTON FINANCIAL OBLIGATION TO DAYTON FOR CONSTRUCTION OF TRUNK WATER MAIN AND FEEDER MAINS

Dayton shall initially pay and Clayton shall reimburse Dayton for the Total Actual Cost (as hereinafter defined) incurred in connection with engineering, construction and installation of the Trunk Water Main and Feeder Mains within the Clayton Water Service Area. The Total Actual Cost calculation and reimbursement schedule shall be made in accordance with the following:

A. As used within this Section 7, "Total Actual Cost" shall mean the total and actual cost for the Trunk Water Main and Feeder Mains design, engineering, construction and installation, less any Dayton Costs. "Dayton Costs" are conceptually defined within Exhibit C of this Agreement, with the specific amount of the Dayton Costs to be computed and provided at a later date. It is agreed and understood that Dayton Costs shall include, but not be limited to design, material and installation costs associated with use of an oversized pipe for the Trunk Water Main.

B. As used within this Section 7, "Per Acre Fee" shall mean the Total Actual Cost divided by the Total Acreage of the Clayton Water Service Area. Total Acreage shall mean the entire amount of acres contained within the Clayton Water Service Area less any acreage that Clayton cannot and will not permit the development of now or in the future, such as dedicated wildlife or nature reserves. Any acreage, which cannot and will not be developed as aforesaid, shall be only those parcels of real property listed on Exhibit D, which is attached hereto and incorporated herein. Clayton, with Dayton's consent, shall also have the right to designate additional property for park or other governmental purposes within the Clayton Water Service Area, which parcels and acreage shall also be included within Exhibit D.

C. As water is made available to the Clayton Water Service Area and Users tap into the Trunk Water Main and/or the Clayton Distribution System, Clayton shall pay Dayton an amount equal to the acreage within the Clayton Water Service Area to which water is then made available and to which Users have tapped in, multiplied by the Per Acre Fee. As used herein, water is deemed "available" to the entire acreage or the entire parcel which can be reasonably serviced by a service line and to which Users have tapped in. However, in the event that a tap and service line serves a single residence on an agriculturally or similarly utilized parcel, the acreage within the parcel to which water is "available" and the Per Acre Fee charged shall be proportionately reduced. This reduction shall be determined by mutual agreement between Clayton and Dayton to reflect the extent of the water service provided to said parcel. As the remaining portion of the aforesaid agricultural or similarly utilized or other designated parcel is developed, further serviced by the tap or service line, or additional service lines are installed, the entire acreage or parcel shall be deemed to have water available for purposes of the Per Acre Fee, unless otherwise agreed to by Dayton. Periodic payments of this Per Acre Fee by Clayton shall be made to Dayton as water becomes available within the Clayton Water Service Area and Users tap in until Dayton is reimbursed the Total Actual Cost for the Trunk Water Main and Feeder Mains construction and installation.

D. In the event that Dayton has not been reimbursed the Total Actual Cost by the end of the Initial Term of this Agreement and this Agreement is not renewed for an additional period as permitted under Section 2, the unpaid balance of the Total Actual Cost shall become immediately payable and due to Dayton or payable upon such

terms as are mutually agreed to by the parties. In the event that Dayton has not been reimbursed the Total Actual Cost by the end of the first renewal of this Agreement, the unpaid balance of the Total Actual Cost remaining at the end of the first renewal term shall become immediately payable and due to Dayton or payable upon such terms as are mutually agreed to by the parties. Despite reimbursement for the Trunk Water Main construction and installation as provided herein, Dayton [redacted] In the event that this Agreement has expired without renewal and Dayton ceases use of and abandons the Trunk Water Main or otherwise desires to convey its interests therein, Clayton shall have a Right of First Refusal to acquire all right, title and interest in and to said Trunk Water Main. Said acquisition by Clayton shall be further conditioned upon Clayton's payment to Dayton of a sum equal to the "Dayton Costs", as defined at Section 7-A and Exhibit C.

Other than as may be included within the water rate(s) inclusive of wellfield protection, set forth at Section 6 and the Per Acre Fee payable under this Section 7, Users shall not be obligated to pay Dayton any additional charges for debt service or capital improvements to its water plant(s), intake, pumping facilities, wellfields, or distribution system located outside of the Clayton Water Service Area. No other charges, taxes or fees may be imposed upon Clayton or its residents by Dayton without Clayton's approval.

SECTION 8. MAINTENANCE, LEAK DETECTION AND BACKFLOW

A. Clayton shall assume all maintenance, repair, replacement, and service responsibilities and costs for the Clayton Distribution System constructed and

installed by Clayton.

B. [redacted] Dayton shall assume all maintenance, repair and replacement responsibilities for the water meters.

C. It is agreed and understood that at all times during the term of this Agreement, Clayton shall be responsible to reimburse Dayton for any and all maintenance, repair, replacement and service costs incurred for the Trunk Water Main and meters, which are caused or necessitated by the unauthorized acts or omissions of Clayton or its employees, volunteers, contractors, or agents. Similarly, Dayton shall be responsible to reimburse Clayton for any and all maintenance, repair, replacement and service costs incurred with respect to the Clayton Distribution System or other parts of Clayton's infrastructure, which is caused or necessitated by the unauthorized acts or omissions of Dayton or its employees, volunteers, contractors, or agents, unless damaged as a result of abuse or neglect by the customer.

D. In the event that Clayton fails to repair, service or replace any portion of the Clayton Distribution System within twenty-four (24) hours after Dayton's Director of Water notifies Clayton to so do, Dayton shall cause such repair, service or replacement, and Clayton shall reimburse Dayton for any and all costs reasonably related thereto.

E. Dayton's Director of Water will provide written notice to Clayton of areas deemed to require a leak detection survey. If Clayton fails to undertake or cause such leak detection survey(s) within one hundred and eighty days (180) from the date of the notice, Dayton shall have the right to conduct said leak detection survey(s) in

the Clayton Water Service Area. The scope of the annual leak detection survey(s) in the Clayton Water Service Area shall not exceed one fifth of the miles of water pipe installed; provided however, Dayton retains the right to make such emergency leak detection survey(s) as may be deemed necessary by Dayton's Director of Water after consultation with Clayton. Clayton shall be responsible to reimburse Dayton for actual costs of any leak detection survey(s) performed by Dayton. If Dayton conducts any leak detection survey, Clayton shall provide assistance during the leak detection survey, including, but not limited to, making valves accessible, operating the valves and repairing leaks. Should Clayton fail to provide said assistance, Clayton shall be responsible to reimburse Dayton for all costs and overhead expenses reasonably incurred for performing same. Clayton shall be responsible to provide such drawings of the Clayton Distribution System and appurtenance locations, as may be requested by Dayton's Director of Water. Dayton may provide a person to assist and provide consultation for any leak detection survey, at no cost to Clayton.

F. Clayton shall protect the public water supply in the Clayton Water Service Area, and shall implement and maintain a backflow prevention and cross connection control program in compliance with the laws of the State of Ohio and in accordance with Dayton's Department of Water Rules and Regulations, which are in effect at the time of execution of this Agreement or as may be amended, modified or enacted.

SECTION 9. DEFAULT

If Clayton at any time defaults in its water payment or financial obligation to Dayton required under Sections 6 and 7 of this Agreement, Dayton may, at its option, continue to furnish water to the Clayton Water Service Area through all water lines

[including main(s) and distribution lines] then existing, maintain and [redacted] and bill all Users at rates equal to the rates now obtaining or hereafter established for comparable Users within Dayton's corporation limits, plus a surcharge [redacted] Dayton shall also be entitled to directly bill and collect all Per Acre fees, meter installation fees, service fees, permit fees and tap fees chargeable to Users by Clayton under this Agreement and to recover from Clayton all remaining cost for the construction of the Trunk Water Main and Feeder Mains and Dayton's added cost of maintenance and [redacted] all without any obligation to reimburse Clayton for the use of the entire Clayton Water Service Area water system during said period of default.

SECTION 10. TERMINATION

This Agreement may be only terminated by mutual agreement between the parties. In the event that Clayton terminates this Agreement, Clayton shall not be released from and shall remain liable for the financial obligations and adhere to the terms and conditions set forth at Section 7 of this Agreement, with the unpaid balance of the Total Actual Cost then becoming immediately payable and due.

SECTION 11. EASEMENTS AND ACCESS FOR CONSTRUCTION

Clayton shall permit and grant to Dayton, at no expense or cost, all necessary public easements and rights-of-way currently held by Clayton, with the right of access thereto, for the construction and installation of the Trunk Water Main and Feeder Mains. Dayton agrees that upon completion of Trunk Water Main and Feeder Mains installation and construction, it will restore any street, alley, avenue or other public

way and all other Clayton infrastructure to at least its original condition. Acquisition of additional public easements and public rights-of-way expenses and costs, if any, shall be included within the Total Actual Cost calculation, as a cost of Trunk Water Main and Feeder Mains construction and installation. Clayton also hereby agrees that the costs and expenses for obtaining private rights-of-way or private easements, if necessary, shall be included within the Total Actual Cost calculation, as a cost of the Trunk Water Main and Feeder Mains construction and installation. Dayton and Clayton shall mutually agree to the exact placement of the Trunk Water Main and Feeder Mains within the public easements and rights-of-way.

SECTION 12. REPRESENTATIONS

A. Clayton hereby represents and agrees that nothing contained herein shall be construed or accepted, directly or indirectly, as conferring upon Clayton the right to extend any water distribution or service line or main outside the Clayton Water Service Area for the purposes of supplying any other municipal or governmental entity with Dayton water.

B. Clayton hereby represents and agrees that the Clayton Distribution System shall not be supplied or serviced under any contract or agreement with any other governmental or private water supply system during the term of this Agreement. However, Clayton shall have the right to develop emergency inter-connections with other sources of water supply, which may be used only in emergency situations and upon notice to and consent by Dayton.

C. Both parties hereby agree that upon twelve (12) months notice to Dayton, the parties will negotiate in good faith concerning a potential modification of this

Agreement to provide for Clayton's bulk purchase of water from Dayton using a "master meter" connection.

D. Both parties hereby represent and certify that the funds required by each to meet its responsibilities and obligations under this Agreement during the fiscal year in which this Agreement is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. (Ohio Revised Code Section 5705.41)

SECTION 13. GENERAL PROVISIONS.

A. Consent. Whenever in this Agreement consent is to be given by Dayton or Clayton, such consent shall not be unreasonably withheld. For purposes of this Agreement, consent by Dayton shall be manifested by action of its Director of Water.

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

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

parties will act in good faith to mutually agree to an acceptable substitute provision.

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

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

F. Independent Contractor. The parties hereby agree that at all times, the relationship between the parties shall be that of an independent contractor. At no time shall the relationship between the parties under this Agreement be construed, held out or considered as a joint venture, principal-agent or employer-employee.

G. Assignment. Assignment of this Agreement for the benefit of bond holders or other debt holders of some or all of the water facilities to be constructed and installed as described herein, including all contracts, agreements and/or franchises, and all right, title, and interest in real and personal property for the purposes of financing the water service enhancements, is specially approved and permitted. No other assignment of this Agreement is permitted or authorized without the express written consent of both parties.

H. Amendment. This Agreement may be amended by the parties, provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of Dayton and Clayton, and, if required or applicable, approved by the Commission of the City of

Dayton, Ohio and Council of the City of Clayton, Ohio.

I. Notices. Notice required or permitted herein shall be sufficient if hand-delivered or sent by certified U.S. Mail, return receipt requested, to the respective parties at following addresses:

To Dayton: Department of Water
City of Dayton, Ohio
320 West Monument Avenue
Dayton, Ohio 45402
Attn: Director of Water

with a copy to:

City of Dayton, Ohio
101 West Second Street
Dayton, OH 45401
Attn: City Manager

To Clayton: City of Clayton, Ohio
Clayton Administrative Officers
P.O. Box 280
Clayton, Ohio 45315
Attn: City Manager

IN WITNESS WHEREOF, Clayton and Dayton, each by a duly authorized representative and intending to be legally bound, have executed this Agreement as of the day and date written above.

THE CITY OF DAYTON, OHIO

By: _____
City Manager

THE CITY OF CLAYTON, OHIO

By: _____
City Manager

By: _____
Finance Director (R.C. 5705.41)

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

Min./Bk. I-7 Pg._____
Date: September 13, 2000

Clarence E. Williams (PX)
Clerk of the Commission

APPROVED BY THE COUNCIL
OF THE CITY OF CLAYTON, OHIO

Ordinance No.O-08-00-12
Effective Date: October 7, 2000

Clerk of Council

APPROVED AS TO FORM,
CORRECTNESS AND LEGAL
SUFFICIENCY:

City Attorney
City of Dayton, Ohio

APPROVED AS TO FORM:

Law Director
City of Clayton, Ohio

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EXHIBIT A
CLAYTON WATER SERVICE AREA

The Clayton Water Service Area shall be the following described geographic area:

SEE ATTACHED MAP

CITY OF CLAYTON

EXHIBIT "A"

POSSEMEYER DESIGN GROUP, INC.
ARCHITECTS + ENGINEERS + PLANNERS (419) 267-1527

==========

EXHIBIT B

TRUNK WATER MAIN AND FEEDER MAIN EXTENSION THROUGH THE CLAYTON WATER SERVICE AREA

1. Trunk Water Main Route -- North on Crestway to U.S. Route 40– East on U.S. Route 40 to Haber – North on Haber Road to Sweet Potato Ridge Road – East on Sweet Potato Ridge Road to State Route 48.

2. Feeder Main Routes - (1) West on Kimmel from Crestway to Wastler Road– Wastler Road to Diamond Mill. (2) West on U.S. Route 40 to Diamond Mill.

SEE ATTACHED MAP SHOWING TRUNK AND FEEDER ROUTES AND PHASE I AND PHASE II

EXHIBIT B

EXHIBIT 3

AGREEMENT

This Agreement is dated this 15th day of September, 2000 between the City of Dayton, Ohio ("Dayton") and the City of Clayton, Ohio ("Clayton"), both political subdivisions in and existing under the laws of the state of Ohio.

WITNESSETH THAT:

WHEREAS, the Commission of the City of Dayton adopted CitiPlan Dayton: The 20/20 Vision ("CitiPlan 20/20") on May 5, 1999; and

WHEREAS, CitiPlan 20/20 affirms Dayton's commitment to being the core arts, entertainment and cultural community for the Miami Valley area; and

WHEREAS, Clayton and its residents desire to contribute to the Miami Valley area by continuing to support and develop the arts, sports, entertainment and culture in Dayton, as its residents receive the benefits of such amenities; and

WHEREAS, Dayton has established a "regional amenities fund", that will be used by Dayton to fund arts, sports, entertainment and cultural development projects and activities to benefit all citizens of the Miami Valley area; and

WHEREAS, the regional amenities fund is comprised of fees levied on businesses and residents situate outside of Dayton, who benefit from Dayton's core arts, sports, entertainment and cultural amenities and activities; and

WHEREAS, Dayton and Clayton agree that the entire region is strengthened when municipalities proactively coordinate development strategies; and

WHEREAS, Dayton's provision of potable water to Clayton will play a role in the economic vitality of Clayton, and Clayton's contribution to the regional amenities fund will play a role in the economic vitality of Dayton; and

WHEREAS, the parties have agreed that the consumption of water is an indicator of the increased economic vitality and growth of an area; and

WHEREAS, the Charter of the City of Clayton provides for intergovernmental cooperation and joint action between Clayton and other political subdivisions:

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

I. REGIONAL AMENITIES FEE

Clayton hereby agrees to pay Dayton a regional amenities fee of two dollars ($2.00) per one thousand cubic foot (1,000 cu. Ft.) of water supplied by Dayton and consumed by Clayton users. Clayton and Dayton understand and agree that said fee is not intended to be a user or excess water fee or charge for supplying water to Clayton. Instead, said regional amenities fee is to be used by Dayton to support and increase the arts, sports, entertainment and cultural core benefiting Clayton and its residents.

II. PAYMENT

The regional amenities fee shall be paid to Dayton quarterly, on January 15th, April 15th, July 15th, and October 15th of each year of this Agreement and any renewal terms. The first payment shall be due to Dayton on January 15, 2001. Clayton agrees that the payment of the regional amenities fee shall be made from Clayton's General Fund.

III. REGIONAL AMENITIES FUND

Dayton has created a separate account called the "regional amenities fund" wherein all regional amenities fees shall be deposited. This fund shall be used by Dayton solely to fund arts, sports, entertainment and cultural development projects and activities to benefit Dayton and the surrounding municipalities' citizenry, including the residents of Clayton.

IV. TERM

This Agreement shall commence on the date of approval by the Commission of the City of Dayton, Ohio and Council of the City of Clayton, Ohio, and shall remain in effect for a period of twenty (20) years, and shall be renewed for such additional periods as may be agreed to by the parties hereto, not to exceed twenty (20) years each. Any renewal of this Agreement shall be in writing and executed by duly authorized representatives for an additional agreed upon term, provided that any such renewal shall be in writing, executed by duly authorized representative for each party, and if applicable, approved by the Commission of the City of Dayton, Ohio and Council for the City of Clayton, Ohio.

V. GENERAL PROVISIONS

A. <u>Amendment</u>. This Agreement may be amended by the parties, provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of Dayton and Clayton, and, if required or applicable, approved by the Commission of the City of Dayton, Ohio and Council of the City of Clayton, Ohio.

B. Termination. This agreement may be terminated by mutual written agreement between parties.

C. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision. The parties further agree that in such instances, the parties will act in good faith to mutually agree to an acceptable substitute provision. If the Agreement is found to be in conflict with any existing law, the parties agree to work together to modify or amend said law.

IN WITNESS WHEREOF, Clayton and Dayton, each by a duly authorized representative and intending to be legally bound, have executed this Agreement as of the day and date written above.

THE CITY OF DAYTON, OHIO

By: _____
City Manager

THE CITY OF CLAYTON, OHIO

By: _____
City Manager

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

Date: September 13, 2000

Min./Bk. I-7 Pg. _____

Clarence E. Williams
Clerk of the Commission

APPROVED AS TO FORM:

_____
Law Director
City of Clayton, Ohio

APPROVED AS TO FORM, CORRECTNESS AND LEGAL SUFFICIENCY:

City Attorney
City of Dayton, Ohio

CERTIFICATION OF CLAYTON FINANCE DIRECTOR

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance.

By:_____
Finance Director (R.C. 5705.41)

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CITY OF CLAYTON, OHIO

ORDINANCE NO. O – 07- 16 - 11

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF DAYTON, OHIO TERMINATING THE WATER SERVICE AGREEMENT BETWEEN THE CITY OF CLAYTON, OHIO AND THE CITY OF DAYTON, OHIO AND FURTHER TERMINATING THE REGIONAL AMENITIES FEE AGREEMENT BETWEEN THE CITY OF CLAYTON, OHIO AND THE CITY OF DAYTON, OHIO AND AUTHORIZING DONATION OF THE CLAYTON DISTRIBUTION SYSTEM TO THE CITY OF DAYTON, OHIO

WHEREAS, the City of Clayton, Ohio, via enactment of Ordinance No. O-08-00-12 and the City of Dayton, Ohio via approval from the Dayton City Commission on September 13, 2000, entered into a certain *Water Service Agreement* ("*Agreement*") dated September 13, 2000 and attached hereto as **Exhibit A**, which *Agreement* provides for the sale of surplus Dayton water to the City of Clayton, Ohio for its use and resale to its residents, businesses and institutions ("Clayton Water Service Area Users") (Section 4 of *Agreement*); and

WHEREAS, Section 10 of the *Water Service Agreement* provides that said Agreement may be terminated by mutual agreement of the City of Clayton, Ohio and the City of Dayton, Ohio; and

WHEREAS, the City of Clayton, Ohio and the City of Dayton, Ohio have agreed to mutually terminate the *Water Service Agreement* appended hereto as **Exhibit A** and have further agreed that the City of Clayton, Ohio in conjunction with termination of the aforementioned *Agreement* will donate to the City of Dayton, Ohio the "Clayton Distribution System" as defined in the *Agreement*; and

WHEREAS, the City of Clayton, Ohio and the City of Dayton, Ohio, in conjunction with the termination of the aforesaid *Agreement* have mutually agreed that the financial obligations set forth in the *Agreement*, including, but not limited to, the financial obligations as described in Section 7 thereof have been satisfied; and

WHEREAS, in conjunction with the aforementioned *Agreement*, the City of Clayton, Ohio and the City of Dayton, Ohio entered into the *Regional Amenities Fee Agreement*, a copy of which is appended hereto as **Exhibit B**; and

WHEREAS, Section V(B) of the *Regional Amenities Fee Agreement* provides that said Agreement may be terminated by mutual written agreement of the City of Clayton, Ohio and the City of Dayton, Ohio; and

WHEREAS, in conjunction with the mutual termination of the *Water Service Agreement*, the City of Clayton, Ohio and the City of Dayton, Ohio also desire to mutually terminate the *Regional Amenities Fee Agreement* and both parties mutually agree that no monies are owed to the City of Dayton, Ohio by the City of Clayton, Ohio thereunder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLAYTON, OHIO:

1. That the City Manager is hereby authorized to execute, on behalf of the City of Clayton, Ohio, the *Agreement of the City of Clayton, Ohio and the City of Dayton, Ohio to Terminate Water Service Agreement and Regional Amenities Fund Agreement ("Termination Agreement")*, a copy of which is appended hereto as **Exhibit 1, including Exhibits A and B**.

2. That this Ordinance shall be effective as an exception to any ordinance, resolution or other legislation of the City of Clayton, Ohio, inconsistent with this Ordinance or which imposes additional requirements for effectiveness or validity.

3. That in accordance with Clayton Charter Section 4.031 the requirement that this enactment be read on two (2) separate days is complied with by readings on July 7, 2016 and July 21, 2016.

4. That in accordance with Clayton Charter Section 4.031(H) this enactment shall become effective thirty days after its second reading and enactment.

ADOPTED BY COUNCIL ON JULY 21, 2016.

AUTHENTICATION:

Mayor (Presiding Officer of Council)

Clerk of Council

APPROVED AS TO FORM:

Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper	Date of publication
Englewood Independent	July 28, 2016

CLERK

BY.....Mr..Williams..... NO.....31511-16.....

AN ORDINANCE

Amending Sections 37.06, 37.10, 115.30 and 115.60; Repealing Existing Sections 37.06, 115.30, 115.60, 115.301, 115.302 and 115.303 of the Revised Code of General Ordinances Relating to Transportation Network Companies; and Declaring an Emergency.

WHEREAS, Ohio House Bill 237, as codified in § 4925.09 of the Ohio Revised Code, determined that the regulation of transportation network companies, transportation network company drivers, and transportation network company services is a matter of general statewide interest that requires statewide regulation; and,

WHEREAS, R.C. § 4925.09 authorizes the operator of a public-use airport to adopt reasonable regulations applicable to transportation network companies providing services at the public use airport; and,

WHEREAS, The City Manager has determined that changes to the Revised Code of General Ordinances are necessary to modify the regulations regarding off-airport concerns, taxicabs and other transportation companies operating within the City of Dayton to reflect the changes in state law; and,

WHEREAS, For the immediate preservation of the public peace, property, health and safety and the usual daily operation of the various City departments, it is necessary that this Ordinance take effect at the earliest possible date; now, therefore

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

Section 1. That existing Section 37.06 of the Revised Code of General Ordinances of the City of Dayton is hereby amended to read as follows:

Sec. 37.06. - Off-airport businesses; off-airport taxi services; passenger shuttle services; Transportation Network Companies.

(A) Fees and charges shall be imposed on certain off-airport business and operators using the airport. The Director of the Department of Aviation shall be authorized to establish operating agreements or permits with off-airport businesses and operators. Such agreements or permits shall establish, at a minimum, operating rules, regulations, and procedures to be followed when operating courtesy vehicles/service on the airport, insurance requirements and fees.

(B) A designated drop-off and pick-up area for passengers that arrive in a courtesy vehicle shall be established for off-airport businesses to the charges set forth in § 37.07.

(C) Off-airport taxi services. No off-airport taxi services, other than those services which have a nonexclusive or exclusive operating agreement or permit with the city, shall be permitted to loiter or pick-up passengers at the airport, unless the pick-up or drop-off has been prearranged by the passenger and taxi service operator. For purposes of this division,

"off-airport taxi services" shall include limousine services or any other service that is used to transport people for hire and not specifically identified elsewhere.

(D) Passenger shuttle services. No passenger shuttle services, other than those which have a nonexclusive or exclusive operating agreement or permit with the city, shall be permitted to loiter or pick-up passengers at the airport. For purposes of this division, "passenger shuttle services" shall be buses and vans designed and used to transport fewer than nine passengers and operating between the airport and any commercial establishment or private residence within or without the city, and excluding any authorized vehicles or courtesy vehicles. The Director of the Department of Aviation shall be authorized to establish operating agreements or permits with passenger shuttle service operators. Such agreements or permits shall establish, at a minimum, operating rules, regulations, and procedures to be followed when operating passenger shuttle service vehicles on the airport, insurance requirements and the maximum fees to be charged for such services.

(E) No Transportation Network Company or Transportation Network Company driver, other than those who have a non-exclusive or exclusive Transportation Network Company Operating Permit with the City shall be permitted to loiter, pick-up or drop-off passengers at the airport.

Section 2. That existing Section 37.10 of the Revised Code of General Ordinances of the City of Dayton is amended to add the following definition:

Transportation Network Companies. Any corporation, partnership, association, limited liability company, proprietorship, or any other entity lawfully operating pursuant to Ohio Revised Code Chapter 4935 that uses a digital network to connect transportation network company riders to transportation network company drivers who provide transportation network company services.

Section 3. That Section 115.30 of the Revised Code of General Ordinances of the City of Dayton is hereby amended to read as follows:

(A) "Taxicab" shall mean a vehicle operated for compensation, including donations, which receives passengers at a place within the city, to be driven to a destination either within or without the city, over any streets which may be available for such travel. The place at which such passengers are received may be:

(1) A fixed base from which the taxicab operates;

(2) A place designated by a telephone call or other communication received at the base from which such taxicab operates;

(3) A taxicab stand;

(4) A place previously arranged with the passenger; or

(5) Any place when hailed while en route.

Drivers of or for any Transportation Network Company that has not paid the Annual Privilege Fee shall be considered taxicabs. Drivers of or for any Transportation Network Company that fail to display a City-issued registration tag while in service shall be considered taxicabs.

(B) "Transportation Network Company" shall mean a company, including participating drivers, that uses an online-enabled platform to connect passengers with

drivers, whether the service is referred to as ride-sharing, ride-booking, for-hire car service, or some other term.

(C) "In Service" shall mean the driver of a Transportation Network Company is available to respond to a request and/or responding to a request for transport from an online-enabled platform.

Section 4. That Section 115.60 of the Revised Code of General Ordinances of the City of Dayton is hereby amended to read as follows:

The provisions in §§ 115.30 through 115.598, of this Code, are enacted by the City Commission of the City of Dayton solely and exclusively for the purpose of regulating taxicab operators, taxicab independent operator and/or drivers, while engaged in the business of operating taxicabs or other vehicles in and upon the public streets and highways of the City of Dayton, and nothing therein shall be interpreted or construed so as to give any right or cause of action against the city, its officials, officers, agents, employees, and representatives regarding the enforcement, non-enforcement, or any action or actions as a result thereof.

Section 5. That existing Sections 37.06, 115.30, 115.60, 115.301, 115.302 and 115.303 of the Revised Code of General Ordinances of the City of Dayton are hereby repealed.

Section 6. That for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION. September 7, 2016

SIGNED BY THE MAYOR. September 7, 2016

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:

City Attorney

MEMORANDUM

August 23, 2016

TO: Shelley Dickstein
City Manager

FROM: Terrence G. Slaybaugh
Director of Aviation

SUBJECT: Airport Ordinance – Addition of Transportation Network Companies (TNC) Operating Permit

Transportation Network Companies (TNC's), such as Uber, are now regulated to operate in the state of Ohio per House Bill 237 effective March 23, 2016, which is codified as Ohio Revised Code § 4925.09. Section 4925.09(2) provides the authority for airports in the state of Ohio to determine individual policies for operation of TNC's at their respective airports.

We are recommending that Section 37 – Department of Aviation of the City of Dayton Revised Code of General Ordinances be updated with the following language:

Section 37.06 - Add the name "Transportation Network Companies (TNC)" to the title
Section 37.06 – Add the following:
"(E) No TNC or TNC driver, other than those who have a non-exclusive or exclusive Transportation Network Company Operating Permit with the City shall be permitted to loiter, pick-up or drop-off passengers at the airport"
Section 37.10 – Add the following definition:
"Transportation Network Companies (TNC) includes a corporation, partnership, association, limited liability company, proprietorship, or any other entity lawfully operating pursuant to Ohio Revised Code Chapter 4935 that uses a digital network to connect transportation network company riders to transportation network company drivers who provide transportation network company services."

House Bill 237 specifically pre-empts local legislation regarding transportation network companies. We are recommending that the following sections of the Revised Code of General Ordinance of the City of Dayton be removed to reconcile the Revised Code of General Ordinances with the current state law:

Section 115.30 (A) – Delete last sentence referencing "Transportation Network Company"
Section 115.30 (B) – Add the sentence:
"Transportation Network Companies are regulated by the State of Ohio, and codified as Ohio Revised Code § 4925.09."
Section 115.30 (C) – Delete
Section 115.301 through Section 115.303 – Delete
Section 115.60 – Delete language "and transportation network companies and their drivers".

If you have any questions or need additional information, please contact me at 454-8212.

TGS/ses

cc: T. Clements
Mr. Turner
Ms. Spees

BACK

DRAFT

1st Reading 7.
3/5/14-16

BY..... NO.....

AN ORDINANCE

Repealing Resolution No. 4768-96 and Establishing and Describing the Boundaries of the Southwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission desires to pursue all reasonable incentives to assist and encourage construction and remodeling in the Edgemont, Highview Hills, Lakeview, Madden Hills, Miami Chapel and Pineview Planning Districts of the City of Dayton; and,

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code ("R.C.") provide that a municipality may grant certain exemptions from real property taxation for new construction or remodeling efforts within an area that is designated by the legislative authority of the municipal corporation as a Community Reinvestment Area ("CRA"); and,

WHEREAS Resolution No. 4768-96 establishing the Madden Hills CRA was passed by the Dayton City Commission on July 17, 1996; and,

WHEREAS, R.C. Section 3735.66 requires the City to conduct a survey of the housing located in the geographical boundaries of the proposed CRA; and,

WHEREAS, The remodeling of existing structures and the construction of new structures in a designated CRA would serve to encourage economic stability, maintain real property values, generate new employment opportunities, and constitutes a public purpose for which real property tax exemptions may be granted; and,

WHEREAS, Section 44.20 (D) of the Revised Code of General Ordinances requires that any real property tax exemption shall conform to the requirements of the R.C.; and,

WHEREAS, It is necessary that this Ordinance take effect immediately upon its passage in order to facilitate development in a timely manner and for the immediate preservation of the public peace, property, health and safety it is necessary that this ordinance take effect at the earliest time possible; now, therefore,

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

Section 1. That the Southwest CRA described in Section 2 of this Ordinance constitutes areas in which housing facilities or structures of historical significance are located and areas in which new construction or repair of existing facilities has been discouraged.

Section 2. That pursuant to R.C. Section 3735.66, this Commission hereby establishes the Southwest CRA, which shall be generally described by and be referred to as follows:

Beginning at the southwest corner of the intersection of McArthur Avenue and Nicholas Road, then traveling south along the west line of McArthur Avenue to the northeast corner of Lot No. 78159, then continuing south along the east line of Lot No. 78159, then turning

right and traveling west along the south line of Lot No. 78159, then turning right and traveling north along the west side of Lot No. 78159 to the northwest corner, then continuing north across Nicholas Road to the south side of Lot No. 66294, then traveling east to the east line of Lot No. 66294, then turning left and traveling northerly to the easternmost corner of Lot Nos. 64555 and 66190, then turning left and traveling west to the easternmost inside corner line of Lot No. 66294, then turning right and travelling north to the southeastern corner of Lot No. 66292, then traveling westerly along the southern line of Lot No. 66292 to its southwestern corner, then turning right and traveling northerly along the west side of Lot No. 66292 to the south line of Germantown Street, then turning left and traveling westerly along Germantown Street to the northeastern corner of Lot No. 66103, then turning left and traveling southerly along the east line of Lot. No. 66103 to Lot 66115, then turning right and travelling west along the north line of Lot No. 66115 across Erbe Avenue to Lot No. 66122, then travelling west along the north line of Lot No. 66122 to the northeast corner of Lot No. 66125, then travelling west along the north sides of Lots Nos. 66125-66131 to the southeast corner of Parcel No. R72132130001, then travelling west along the south line of Parcel No. R72132130001 to the east line of South Gettysburg Avenue, then turning right and travelling north on South Gettysburg, across Germantown Street, continuing north along South Gettysburg to the centerline of U.S. Highway 35, then turning right and travelling northerly along the centerline of U.S. Highway 35, across Abbey Avenue, then continuing easterly along the centerline of U.S. Highway 35 to the centerline of Interstate 75, then turning right and travelling south along the centerline of I-75, across the Great Miami River to the corporate boundary of the cities of Dayton and Moraine, then turning right and travelling west along the Dayton corporate boundary for a distance of 882 Feet, then turning right and traveling North along the west line of Parcel No. R7210701W000, then continuing north along the west line of Parcel No. R72107010004 to Cincinnati Street and the southeast corner of Lot No. 52824, then westerly along the south line of Lot No. 52824, then continuing westerly along the south line of Parcel No. R72137010002, then continuing westerly along the south line of Lot No. 83548 to the centerline of South Edwin C. Moses Boulevard, then bearing left and travelling westerly along Edwin C. Moses Boulevard, then crossing South Broadway Street and continuing westerly along the centerline of Nicholas Road, to the southwest corner of the intersection of McArthur Avenue and Nicholas Road and the point of beginning.

Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated CRA will be eligible for exemptions under this Program.

Section 3. That pursuant to R.C. Section 3735.66, the City's Director of Planning and Community Development is designated as the "Housing Officer" and shall be responsible for administering and implementing the provisions of this Ordinance and R.C. Sections 3735.65 to 3735.70.

Section 4. That all properties identified in Section 2 as being within the designated CRA are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

That the owners of the residential property located in the Southwest CRA who are eligible for real property tax exemption ("residential tax exemption") as provided herein shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed.

Mixed-use projects are defined as those containing both residential and commercial components. Both the residential and the commercial/industrial components of a mixed-use project may be eligible for tax exemption, on a case-by-case basis, provided that the structures and/or remodeling are permitted by the Zoning Code. For a commercial or an industrial property, or the commercial or industrial portion of a mixed-use property, the owner of the property and the City must enter into a written agreement prior to the commencement of remodeling or construction, as required in R.C. 3735.671.

All residential structures must comply with City of Dayton Building Code Regulations and Zoning Code Regulations to be eligible for exemptions under this Ordinance. The Housing Officer may deny the exemption if Building Code and/or Zoning Code violation(s) exist at a site prior to the request for tax exemptions and those identified as Building Code and/or Zoning Code violation(s) will not be remedied by the proposed remodeling. The Housing Officer may revoke the residential tax exemption granted to a residential property in violation of a Building Code and/or Zoning Code Regulation where such violation(s) exists for a period in excess of six (6) months from the date of the notice of Code Violation.

Property owners granted and/or seeking a tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Montgomery County Treasurer's Office has approved a payment arrangement to bring such tax assessments current. If real estate tax assessments on a property granted and/or seeking a tax exemption pursuant to this Ordinance are not current and the owner cannot provide evidence of a payment arrangement and/or the owner of the property defaults in making the payment under a payment arrangement with the Montgomery County Treasurer's Office, the Housing Officer may deny the application for tax exemption and/or revoke the tax exemption.

Section 5. Within the CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in R.C. Section 3765.67. The results of the negotiation as approved by this Commission will be set in writing in a CRA Agreement as outlined in R.C. Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in R.C. Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the periods authorized by this Ordinance.

After receipt of an application, the Housing Officer shall verify the construction of the property structure and/or the remodeling and the facts asserted in the application. If the new construction and/or remodeling satisfy the requirements of this Ordinance, the Housing Officer shall grant a tax exemption as permitted under R.C. Section 3735.67 and shall forward the application and certification stating the period and percentage of the tax exemption to the Montgomery County Auditor. The tax exemption shall vary for each type of activity to be performed in the Southwest CRA, and the period and percentage of tax exemption shall be as follows:

a. For the remodeling of every residential dwelling unit containing not more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars and Zero Cents ($5,000.00),

as described in R.C. Section 3735.67, a ten (10) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

b. For the remodeling of every residential dwelling containing more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Ten Thousand Dollars and Zero Cents ($10,000.00), as described in R.C. Section 3735.67, a twelve (12) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

c. For the construction of every residential dwelling located in the CRA identified in Section 2, as described in R.C. Section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the assessed value of the residential structure may be granted.

d. For the remodeling of existing commercial and industrial facilities located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars and Zero Cents ($5,000.00), as described in R.C. Section 3735.67, a tax exemption up to, and including, twelve (12) years, and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of the remodeling occurring.

e. For the construction of new commercial or industrial facilities located within the CRA identified in Section 2, a tax exemption up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

The residential tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable. In the event an owner receiving an exemption under this Ordinance transfers the property through a sale, the residential tax exemption will continue for the remainder of the original period specified and inure to the benefit of the subsequent owner. If at any time a property for which an exemption is granted under this Ordinance is not used solely for the approved use, the Housing Officer shall revoke the residential tax exemption and the remaining tax exemption shall be forfeited.

Section 6. All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672(C) and the local annual monitoring fee of one percent (1%) of the amount of taxes exempted under the agreement - a minimum of Five Hundred Dollars and Zero Cents ($500.00) up to a maximum of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) annually unless waived.

Section 7. That the Housing Officer shall make annual inspections of the properties within the Southwest CRA which have been granted a tax exemption hereunder in accordance with R.C. Section 3735.67. If the Housing Officer finds that the property has not been properly maintained or repaired due to the neglect of the property owner, the Housing Officer may revoke the exemption at any time after the first year of the tax exemption. In the event the Housing Officer revokes the tax exemption as permitted hereunder, the Housing Officer shall

notify the Montgomery County Auditor and the owner of the property that the tax exemption no longer applies, and shall provide a report of such revocation to the Tax Incentive Review Council. The report shall specify the findings as to the maintenance and/or repair of the property and the reason for revoking the tax exemption.

Section 8. That pursuant to R.C. Section 3735.69, the City's existing "Tax Incentive Review Council" shall function as the "housing council" for the CRA identified in Section 2. The Tax Incentive Review Council may authorize and/or request an annual inspection of the properties within the CRAs identified in Section 2 for which a tax exemption has been granted pursuant to this Ordinance. The Tax Incentive Review Council shall also hear appeals under R.C. Section 3735.70.

Section 9. That the City Manager is directed and authorized, within fifteen (15) days from the adoption of this Ordinance, to petition the Director of Development for the State of Ohio to confirm the findings contained in this Ordinance.

Section 10. That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of Development for the State of Ohio of the findings in this Ordinance.

Section 11. That Resolution No. 4768-96 is hereby repealed.

PASSED BY THE COMMISSION....., 2016

SIGNED BY THE MAYOR....., 2016

_____
MAYOR OF THE CITY OF DAYTON, OHIO

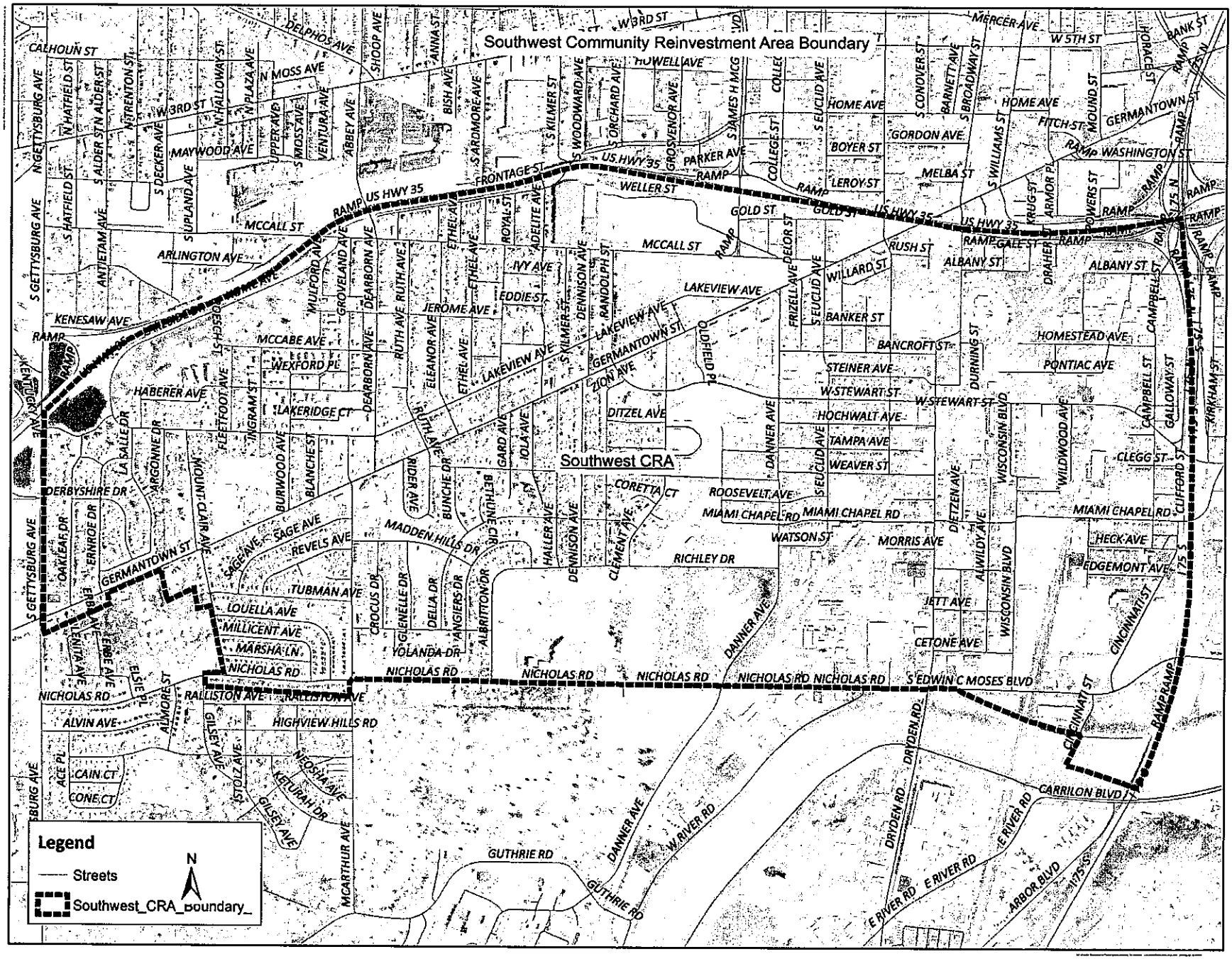
ATTEST:

_____
Clerk of the Commission

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A
Southwest CRA Boundary



MEMORANDUM

August 30, 2016

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

FROM: Aaron K. Sorrell, Director FOR AKS
Department of Planning and Community Development

SUBJECT: Southwest Community Reinvestment Area (CRA) Emergency Ordinance

Attached for your review and placement on the September 7, and September 14, 2016, City Commission Calendars is an Emergency Ordinance repealing the Madden Hills Community Reinvestment Area (CRA) Resolution and establishing the Southwest CRA. The Southwest CRA includes all of the Madden Hills, Edgemont, Lakeview, Miami Chapel, and Pineview neighborhoods, and part of the Highview Hills neighborhood. The adoption of the Southwest CRA supports the Choice Neighborhoods initiative.

The proposed CRA district will provide tax exemption for up to 100% of the value of improvements made to eligible residential property for a period of up to fifteen (15) years. All commercial or industrial property exemptions are subject to an approved CRA Agreement, and must be negotiated on a case-by-case basis with the Dayton Board of Education. In accordance with Ohio Revised Code (ORC) Section 5709.83, we delivered notification letters to the Dayton Board of Education President and the Dayton Public Schools Treasurer on Wednesday, August 24, 2016, stating our intent to create the Southwest CRA.

As required by the ORC, the Dayton Board of Education may comment or request to meet to discuss the terms of the proposed CRA. Attached for your convenience is a copy of the Madden Hills Resolution and copies of the notification letters.

If you have any questions or require additional information, please contact Pete Thornburgh at extension 3797.

AKS/pdt
Attachments

BACK

DRAFT

1st Reading 8.
3/5/5-16

BY..... NO.....

AN ORDINANCE

Repealing Sections 2(c.), 2(d.), 2(e.), and 2(f.) of Ordinance No. 30185-02; Repealing Ordinance No. 29288-96; and Establishing and Describing the Boundaries of the Innerwest Community Reinvestment Area in the City of Dayton, and Declaring an Emergency.

WHEREAS, This Commission desires to pursue all reasonable incentives to assist and encourage construction and remodeling in the Five Points, MacFarlane, Roosevelt, and Wolf Creek Planning Districts of the City of Dayton; and,

WHEREAS, Sections 3735.65 through 3735.70 of the Ohio Revised Code ("R.C.") provide that a municipality may grant certain exemptions from real property taxation for new construction or remodeling efforts within an area that is designated by the legislative authority of the municipal corporation as a Community Reinvestment Area ("CRA"); and,

WHEREAS Ordinance 30185-02 establishing six (6) CRAs was passed by the Dayton City Commission on November 27, 2002; and,

WHEREAS Ordinance 29288-96 establishing the Wright Dunbar Village CRA was passed by the Dayton City Commission on October 2, 1996; and,

WHEREAS, R.C. Section 3735.66 requires the City to conduct a survey of the housing located in the geographical boundaries of the proposed CRA; and,

WHEREAS, The remodeling of existing structures and the construction of new structures in a designated CRA would serve to encourage economic stability, maintain real property values, generate new employment opportunities, and constitute a public purpose for which real property tax exemptions may be granted; and,

WHEREAS, Section 44.20 (D) of the Revised Code of General Ordinances requires that any real property tax exemption shall conform to the requirements of the R.C.; and,

WHEREAS, It is necessary that this Ordinance take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance take effect at the earliest possible time; now, therefore,

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

Section 1. That the Innerwest CRA described in Section 2 of this Ordinance constitutes areas in which housing facilities or structures of historical significance are located and areas in which new construction or repair of existing facilities has been discouraged.

Section 2. That pursuant to R.C. Section 3735.66, this Commission hereby establishes the Innerwest CRA, which shall be generally described by and be referred to as follows:

> The point of beginning is the centerline of the intersection of Hoover Avenue and North Kilmer Street and the northwest corner of the Roosevelt Planning District. Thence traveling south on North Kilmer Street to the centerline of Edison Street, thence turning left and traveling east on Edison to the centerline of North Kilmer Street, thence turning right and traveling south on North Kilmer Street to West Third Street, thence crossing West Third Street and continuing south on South Kilmer Street to the Centerline of U.S. Highway 35 and the southwest corner of the Roosevelt Planning District, thence turning left and traveling east along the centerline of U.S. Highway 35 to the center of the Great Miami River and the southeast corner of the Five Points Planning District, thence turning left and traveling northwesterly along the center of the Great Miami River to the intersection of the center of the Great Miami River and Wolf Creek and the northeast corner of the Wolf Creek Planning District, thence turning left and traveling west along the center of Wolf Creek to the center of Rosedale Drive, thence continuing westerly along the center of Wolf Creek for a distance of 1,328 yards to the north side of Lot No.16069, thence turning left and traveling west to the intersection of North James H McGee Boulevard and Hoover Avenue, thence continuing westerly along Hoover Avenue to the centerline of the intersection of Hoover Avenue and North Kilmer Street and the point of beginning.

Only residential, commercial, and/or industrial properties consistent with the applicable zoning regulations within the designated CRA will be eligible for exemptions under this Program.

Section 3. That pursuant to R.C. Section 3735.66, the City's Director of Planning and Community Development is designated as the "Housing Officer" and shall be responsible for administering and implementing the provisions of this Ordinance and R.C. Sections 3735.65 to 3735.70.

Section 4. That all properties identified in Section 2 as being within the designated CRA are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

That the owners of the residential property located in the Innerwest CRA who are eligible for real property tax exemption ("residential tax exemption") as provided herein shall file an application with the Housing Officer no later than six (6) months after construction or remodeling is completed.

Mixed-use projects are defined as those containing both residential and commercial components. Both the residential and the commercial/industrial components of a mixed-use project may be eligible for tax exemption, on a case-by-case basis, provided that the structures and/or remodeling are permitted by the Zoning Code. For a commercial or an industrial property, or the commercial or industrial portion of a mixed-use property, the owner of the property and the City must enter into a written agreement prior to the commencement of remodeling or construction, as required in R.C. 3735.671.

All residential structures must comply with City of Dayton Building Code Regulations and Zoning Code Regulations to be eligible for exemptions under this Ordinance. The Housing Officer may deny the exemption if Building Code and/or Zoning Code violation(s) exist at a site prior to the request for tax exemptions and those identified as Building Code and/or Zoning Code violation(s) will not be remedied by the proposed remodeling. The Housing Officer may revoke the residential tax exemption granted to a residential property in violation of a Building Code and/or Zoning Code Regulation where such violation(s) exists for a period in excess of six (6) months from the date of the notice of Code Violation.

Property owners granted and/or seeking a tax exemption pursuant to this Ordinance must keep all real estate taxes current. In the event real estate assessments are levied against a property granted a tax exemption pursuant to this Ordinance and such tax assessments remain delinquent for a period of more than twelve (12) months, the property owner must provide evidence to the Housing Officer that the Montgomery County Treasurer's Office has approved a payment arrangement to bring such tax assessments current. If real estate tax assessments on a property granted and/or seeking a tax exemption pursuant to this Ordinance are not current and the owner cannot provide evidence of a payment arrangement and/or the owner of the property defaults in making the payment under a payment arrangement with the Montgomery County Treasurer's Office, the Housing Officer may deny the application for tax exemption and/or revoke the tax exemption.

Section 5. Within the CRA, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in R.C. Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a CRA Agreement as outlined in R.C. Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in R.C. Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the periods authorized by this Ordinance.

After receipt of an application, the Housing Officer shall verify the construction of the property structure and/or the remodeling and the facts asserted in the application. If the new construction and/or remodeling satisfy the requirements of this Ordinance, the Housing Officer shall grant a tax exemption as permitted under R.C. Section 3735.67 and shall forward the application and certification stating the period and percentage of the tax exemption to the Montgomery County Auditor. The tax exemption shall vary for each type of activity to be performed in the Innerwest CRA, and the period and percentage of tax exemption shall be as follows:

a. For the remodeling of every residential dwelling unit containing not more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars ($5,000), as described in R.C. Section 3735.67, a ten (10) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

b. For the remodeling of every residential dwelling containing more than two (2) units located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Ten Thousand Dollars ($10,000), as described in R.C. Section 3735.67, a twelve (12) year residential tax exemption for one hundred percent (100%) of the amount by which the remodeling increased the assessed value of the property may be granted.

c. For the construction of every residential dwelling located in the CRA identified in Section 2, as described in R.C. Section 3735.67, a fifteen (15) year residential tax exemption for one hundred percent (100%) of the assessed value of the residential structure may be granted.

d. For the remodeling of existing commercial and industrial facilities located within the CRA identified in Section 2 and upon which the cost of remodeling is at least Five Thousand Dollars ($5,000), as described in R.C. Section 3735.67, a tax exemption up to, and including, twelve years (12), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of the remodeling occurring.

e. For the construction of new commercial or industrial facilities located within the CRA identified in Section 2, a tax exemption up to, and including, fifteen years (15), and up to, and including, one hundred percent (100%), the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

The residential tax exemptions granted pursuant to this Ordinance shall apply in the first year that the new construction or remodeling is taxable. In the event an owner receiving an exemption under this Ordinance transfers the property through a sale, the residential tax exemption will continue for the remainder of the original period specified and inure to the benefit of the subsequent owner. If at any time a property for which an exemption is granted under this Ordinance is not used solely for the approved use, the Housing Officer shall revoke the residential tax exemption and the remaining tax exemption shall be forfeited.

Section 6. All commercial and industrial projects are required to comply with the state application fee requirements of R.C. Section 3735.672(C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of Five Hundred Dollars ($500) up to a maximum of Two Thousand Five Hundred Dollars ($2,500) annually unless waived.

Section 7. That the Housing Officer shall make annual inspections of the properties within the Innerwest CRA which have been granted a tax exemption hereunder in accordance with R.C. Section 3735.67. If the Housing Officer finds that the property has not been properly maintained or repaired due to the neglect of the property owner, the Housing Officer may revoke the exemption at any time after the first year of the tax exemption. In the event the Housing Officer revokes the tax exemption as permitted hereunder, the Housing Officer shall notify the Montgomery County Auditor and the owner of the property that the tax exemption no longer applies, and shall provide a report of such revocation to the Tax

Incentive Review Council. The report shall specify the findings as to the maintenance and/or repair of the property and the reason for revoking the tax exemption.

Section 8. That pursuant to R.C. Section 3735.69, the City's existing "Tax Incentive Review Council" shall function as the "housing council" for the CRA identified in Section 2. The Tax Incentive Review Council may authorize and/or request an annual inspection of the properties within the CRAs identified in Section 2 for which a tax exemption has been granted pursuant to this Ordinance. The Tax Incentive Review Council shall also hear appeals under R.C. Section 3735.70.

Section 9. That the City Manager is directed and authorized, within fifteen (15) days from the adoption of this Ordinance, to petition the Director of Development for the State of Ohio to confirm the findings contained in this Ordinance.

Section 10. That for the reasons set forth in the preamble, this Ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Director of Development for the State of Ohio of the findings in this Ordinance.

Section 11. That Sections 2(c.), 2(d.), 2(e.), and 2(f.) of Ordinance No. 30185-02 are hereby repealed.

Section 12. That Ordinance No. 29288-96 is hereby repealed.

PASSED BY THE COMMISSION....., 2016

SIGNED BY THE MAYOR....., 2016

_____

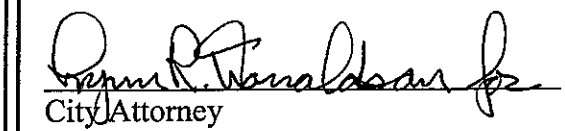
MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

_____

Clerk of the Commission

APPROVED AS TO FORM:



City Attorney

MEMORANDUM

August 30, 2016

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

FROM: Aaron K. Sorrell, Director FOR AKS
Department of Planning and Community Development

SUBJECT: Innerwest Community Reinvestment Area (CRA) Emergency Ordinance

Attached for your review and placement on the September 7, and September 14, 2016, City Commission Calendars is an Emergency Ordinance repealing five CRAs and establishing the Innerwest CRA. The Proposed CRA includes all of the Five Points, MacFarlane, Roosevelt, and Wolf Creek Planning Districts. The Ordinance will create a single CRA with uniform residential reinvestment terms.

The proposed CRA district will provide tax exemption for up to 100% of the value of improvements made to eligible residential property for a period of up to fifteen (15) years. All commercial or industrial property exemptions are subject to an approved CRA Agreement, and must be negotiated on a case-by-case basis with the Dayton Board of Education. In accordance with Ohio Revised Code (ORC) Section 5709.83, we delivered notification letters to the Dayton Board of Education President and the Dayton Public Schools Treasurer on Wednesday, August 24, 2016, stating our intent to create the Innerwest CRA.

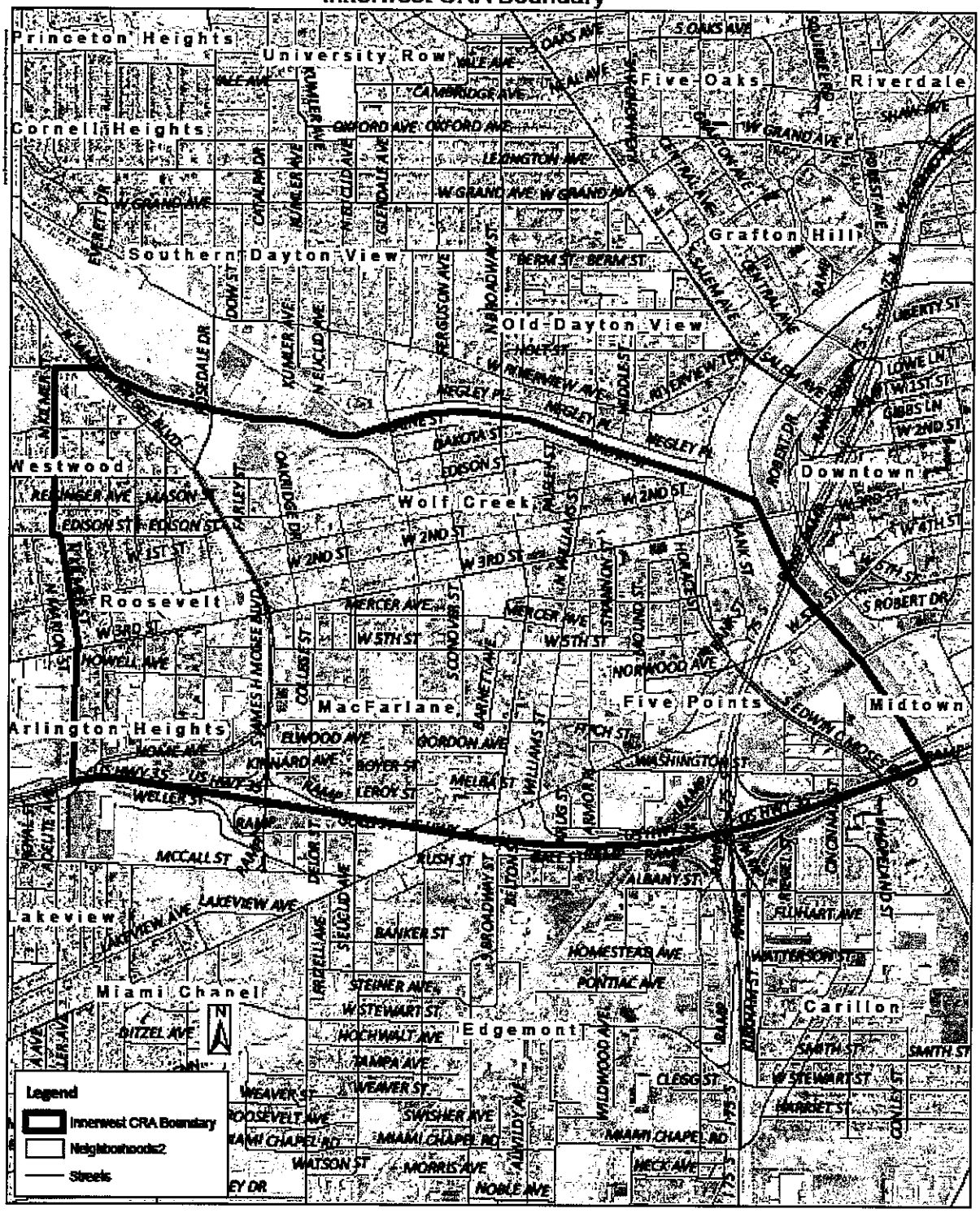
As required by the ORC, the Dayton Board of Education may comment or request to meet to discuss the terms of the proposed CRA. Attached for your convenience are copies of the legislation to be repealed and copies of the notification letters.

If you have any questions or require additional information, please contact Pete Thornburgh at extension 3797.

AKS/pdt
Attachments

Exhibit A

Innerwest CRA Boundary



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