



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

NOVEMBER 16, 2016

6:00 P.M.

I. AGENDA SCHEDULE

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

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Public Hearings: **(See Section V)**
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission - (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: **2017 Budget Presentation – (B. LaBrier) – 3:30 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:

AVIATION

- | | |
|--|--------------------|
| A1. Dayton Power & Light Co. (electrical service installation) | \$22,137.25 |
| A2. F and S Supply and Furniture LLC dba FBS Corporate Solutions
(police dispatch room furniture) | 10,764.94 |

1. (Cont'd):

CENTRAL SERVICES

- B1. Dell Marketing LP** (maintenance and support agreement for high capacity data storage drives and related peripherals through 10-10-18) – P1601223 **\$54,598.08**
- B2. Dell Marketing LP** (maintenance and support agreement for high capacity data storage drives and related peripherals through 11-11-20) – P1601225 **13,080.52**

WATER

- C1. Innovyze, Inc.** (software licensure with maintenance, support and training services) **34,000.00**
- C2. New Horizons/South Ohio Horizons LLC dba New Horizon** (professional computer software and technical training services) **35,000.00**
- C3. Ohio State University Oarnet** (software licensure with maintenance and support services) **97,792.54**
- C4. Interstate Ford, Inc.** (one 2017 Ford four-wheel drive pick-up truck with lift gate) **34,104.00**
- C5. Alloway Environmental Testing** (laboratory, field sampling and analytical services) **45,269.60**
- C6. PVS Technologies, Inc.** (Ferrous Chloride as needed through 12-31-16) **15,000.00**
- Depts. of Aviation, Central Services and Water. **Total: \$361,746.93**
2. **Actuate Corporation – Service Agreement** – for Actuate/Open Text Upgrade – Dept. of Water. **\$21,200.00**
(Thru 12/2017)
3. **Admiral Engineering & Surveying, Inc. – Service Agreement** – for surveying and engineering services – Dept. of Economic Development. **\$40,000.00**
(Thru 12/31/18)
4. **RA Consultants, LLC – Service Agreement** – for Odor Control and Related Improvements at the Water Reclamation Facility (Open Market) – Dept. of Water/Water Reclamation. **\$721,000.00**
(Thru 12/2018)
5. **Tetra Tech, Inc. – Service Agreement** – for Storm Water Utility Rate Study – Dept. of Water/Water Engineering. **\$166,750.00**
(Thru 12/2017)

B. Construction Contracts:

6. **L. J. DeWeese Co., Inc. – Award of Contract** – for the Valley Street Water Main Improvements (10% MBE, 5% WBE Goal/10.89% MBE, 5% WBE Achieved) – Dept. of Water/Water Engineering. **\$1,355,679.86**
(Thru 8/2018)
7. **Peterson Construction Company – Award of Contract** – for the Keowee Street Pump Station Rehabilitation (15% MBE Goal/15.20% MBE Achieved) – Dept. of Water/Water Engineering. **\$885,168.00**
(Thru 7/2018)

C. Revenue to the City:

8. **Greater Dayton Area Health Information Network (GDAHIN) – Award of Contract** – for the Regional Medical Response System – The Dept. of Fire/Strategic Prog. & Safety. **\$65,000.00**
(Thru 6/30/17)

E. Other – Contributions, Etc.:

9. **Actuate Corporation – Other** – for Actuate/Open Text Software Upgrade Order Schedule – Dept. of Water. **\$174,720.00**
(Thru 12/2019)

IV. LEGISLATION:

Emergency Ordinance – First and Second Reading:

10. **No. 31532-16** Authorizing the Sale of Certain Real Estate Located at 1100 Germantown Street to Nexus Realty, LLC, for Economic Development Purposes, and Declaring an Emergency.

Emergency Resolution – First Reading:

11. **No. 6223-16** Authorizing the Acceptance of a Grant Award from the United States Department of Justice in the Amount of One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

V. PLANNING ACTION

A. PUBLIC HEARINGS:

12. To apply a Historic District HD-2 Overlay Zoning Designation to the James Robert DeWeese House at 136 West Monument Avenue. The underlying zoning of CBD with a POD-2 Overlay will not change. – **Case No. Z-008-2016.**

13. To amend the Area 1 Regulations of Planned Development PD-109 (HOPE VI Project) to allow for the construction of an apartment building for seniors. The site of the proposed building is generally bounded by vacated Berm Street on the north, the alley north of Edgewood Avenue on the south, the Senior Resource Connection building on the east, and the alley east of Middle Street on the west. – **Case No. Z-009-2016.**

VI. MISCELLANEOUS:

ORDINANCE NO. 31533-16

RESOLUTION NO. 6224-16

IMPROVEMENT RESOLUTION NO. 3598-16

INFORMAL RESOLUTION NO. 927-16



City Manager's Report

From **5530 - CS/Purchasing**

Date **November 16, 2016**

Expense Type **Purchase Order**

Total Amount **\$361,746.93**

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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Affirmative Action Program <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

Description

AVIATION – FACILITIES AND OPERATIONS - FIELD

(A1) P1601215 – DAYTON POWER & LIGHT CO., MORaine, OH

- Electrical service installation.
- This service is required to provide electrical service to property located at the James M. Cox/Dayton International Airport.
- Dayton Power & Light Co. is recommended as sole source for this service, therefore this purchase was negotiated.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Other Maintenance of Facilities	51000-3221-1172-43	\$22,137.25

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

AVIATION – POLICE(A2) P1601205 – F AND S SUPPLY AND FURNITURE LLC dba FBS Corporate Solutions, TROTWOOD, OH

- Police dispatch room furniture.
- These goods are required to replace old and worn furnishings.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 11040K, with pricing through 12/31/2016.
- The Department of Aviation recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Furniture, Fixtures & Equip Assets	51000-3224-1411-43	\$10,764.94

CENTRAL SERVICES – INFORMATION TECHNOLOGY(B1) P1601223 – DELL MARKETING LP, ROUND ROCK, TX

- Maintenance and support agreement for high capacity data storage drives and related peripherals through 10/10/2018.
- These services are required to maintain existing Dell brand data storage (back-up) servers.
- Dell Marketing LP is recommended as the original equipment manufacturer (OEM) of the equipment and systems owned by the City and the sole source of this proprietary service agreement, therefore this purchase was negotiated.
- The Department of Central Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Maintenance Agreements	10000-5560-1166-65	\$54,598.08

(B2) P1601225 – DELL MARKETING LP, ROUND ROCK, TX

- Maintenance and support agreement for high capacity data storage drives and related peripherals through 11/11/2020.
- These services are required to maintain existing Dell brand tape back-up library data storage servers.
- Dell Marketing LP is recommended as the original equipment manufacturer (OEM) of the equipment and systems owned by the City and the sole source of this proprietary service agreement, therefore this purchase was negotiated.
- The Department of Central Services recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Maintenance Agreements	10000-5560-1166-65	\$13,080.52

WATER – WATER ENGINEERING(C1) P1601226– INNOVYZE, INC., MONROVIA, CA

- Software licensure with maintenance, support and training services.
- These licenses and services are required to continue use of risk-based analytical systems utilized by various Divisions of the Department of Water.
- Innovyze, Inc. is recommended as the original software developer and sole source of these proprietary software applications and service agreements, therefore this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Technology Software	53003-3420-1414-54-WD1601	\$17,000.00
2016	Technology Software	55004-3420-1414-54-WD1601	\$17,000.00

(C2) P1601206 – NEW HORIZONS/SOUTH OHIO HORIZONS LLC dba NEW HORIZON, FAIRBORN, OH

- Professional computer software and technical training services.
- These services are required for technological knowledge and skill development.
- Rates are in accordance with the City's existing price agreement RFP 12055K through 12/31/2016.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Other Professional Services	53000-3421-1159-54	\$35,000.00

(C3) P1601227 – OHIO STATE UNIVERSITY OARNET, COLUMBUS, OH

- Software licensure with maintenance and support services.
- These licenses and services are required to maintain existing virtual computing systems to maintain and support operations in the Department of Water.
- Rates are in accordance with the State of Ohio Tech Consortium Program for Computing Server Virtualization.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2016	Training Counseling	53000-3421-1156-54	\$10,584.00
2016	Technology Software	53100-3421-1414-54-TF1608	\$18,525.10
2016	Technology Software	55100-3421-1414-54-TF1608	\$18,525.10
2016	Technology Software	58100-3421-1414-54-TF1608	\$7,410.04
2016	Computer Maintenance	53000-3421-1164-54	\$42,748.30

WATER – WATER ENVIRONMENTAL MANAGEMENT(C4) P1601131 – INTERSTATE FORD, INC., MIAMISBURG, OH

- One (1) new 2017 Ford 4-wheel drive pick-up truck with lift gate.
- This equipment is required to maintain daily operations for the City and will replace City unit #889, which will be disposed of in the best interest of the City.
- Rates are in accordance with the City's existing price agreement IFB S16043 with firm pricing through 2017 model year production.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Motorized Equipment	58000-3470-1412-55	\$34,104.00

WATER – WATER RECLAMATION(C5) P1601224 – ALLOWAY ENVIRONMENTAL TESTING, LIMA, OH

- Laboratory, field sampling and analytical services.
- These services are required to perform a sanitary sewer study to mitigate Hydrogen Sulfide (H₂S) gas generation in City's sewer systems.
- Pursuant to Section 86 of the City of Dayton Charter, the Director of Water has declared an emergency, the necessary funds have been encumbered, and the supplier has been notified to proceed.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Infrastructure	55002-3460-1424-54-SF1107	\$22,269.60
2017	Infrastructure	55002-3460-1424-54-SF1107	\$23,000.00

(C6) P1600295 – PVS TECHNOLOGIES, INC., DETROIT, MI

- Ferrous chloride, as needed through 12/31/2016.
- These goods are required to treat wastewater and as odor control in compliance with Ohio Environmental Protection Agency (OEPA) requirements.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 15001J, with pricing through 12/31/2018.
- This amendment increases the originally authorized amount of \$92,000.00 by \$15,000.00 for a total not to exceed \$107,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016	Supplies and Materials	55000-3460-1301-54	\$15,000.00

The aforementioned departments recommend approval of these orders.



City Manager's Report

2.

From **3410 - Water Director**

Date **November 16, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$21,200.00 (thru 12/2017)**

Name **Actuate Corporation**

Address **951 Mariners Island Blvd
San Mateo, CA 94404**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Technology Fund	53100-3421-1159-54-TF1605	\$21,200.00

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

Description

Actuate/Open Text Upgrade

The Department of Water requests permission to enter into an Agreement for Professional Services with Actuate Corporation (a wholly owned subsidiary of Open Text Corporation) in the amount of \$21,200.00 for the upgrade of its current performance management system. The scope for this agreement is to allow Actuate to provide assistance with the upgrade to the Department's Business Intelligence and Reporting Technology (BIRT) software. Actuate will also provide training to administrators of the system as well as institute best practices in deployment and management of the software throughout the Water Department.

This Professional Services Agreement is being funded using 2016 Water Technology Funds.

This Agreement shall commence On December 1, 2016, and shall expire upon expenditure of all funds provided herein or on December 31, 2017.

The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

Clerk

Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2016, between the City of Dayton, Ohio ("City"), and Actuate Corporation (a wholly owned subsidiary of Open Text Corporation ("Contractor"), 951 Mariners Island Blvd, San Mateo, CA 94404.

WITNESSETH:

WHEREAS, The City needs to upgrade its current performance management system ("Project");

WHEREAS, The City requires assistance with the planning and execution of the upgrade and migration, as well as training and consulting services in connection with the Project ("Services"); and,

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

NOW THEREFORE, in consideration of the promises contained in this Agreement ("Agreement"), the City and Consultant 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 31, 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 11, J.

ARTICLE 2. SERVICES

Contractor shall provide all professional services necessary to complete the Services, subject to the estimated number of hours that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

A. Remuneration.

The total remuneration for this Agreement shall not exceed TWENTY-ONE THOUSAND, TWO HUNDRED DOLLARS AND ZERO CENTS (\$21,200.00) and shall be paid according to Attachment A, which is incorporated herein by reference. Contractor shall have no obligation to provide additional Services beyond the estimated number of hours detailed in Attachment A. Contractor shall submit invoices monthly. Such invoices shall state the amount and a description of the Services covered by the invoice, including the period. The City will, unless disputed in good faith, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

B. Travel Expenses

The City agrees to reimburse Contractor for travel expenses incurred in the performance of the professional services performed pursuant to an executed Work Authorization in an amount not to exceed FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) per annum. Contractor shall submit invoices, not more frequently than monthly, for reimbursement of travel expenses. Such invoices shall refer to the applicable Work Authorization for which the expenditure was related, state the total amount of reimbursement requested, and contain a detailed listing, by category and type, of each travel expense actually incurred. However, payment for such reimbursable expenses is subject to the following limitations:

1. Travel costs shall be billed only for approved travel specifically requested by authorized personnel of the City of Dayton Water Department. Air travel reimbursement is limited to coach/economy rates. Local automobile travel expenses are included in the hourly rates paid as compensation for services. Automobile travel expenses for any destination outside of Montgomery County, Ohio

will be reimbursable at the rate of as set by the U. S. Internal Revenue Service for business mileage reimbursement.

2. Reimbursable expenses are limited to those out-of-pocket expenses paid by Contractor to some third party, excluding itself, and its employees, excluding any other consultant and sub-consultants and excluding any third party in which Contractor has an ownership interest or Contractor receives payments or benefits in consideration for service or product orders given to that third party.
3. Amounts billed as reimbursable expenses are limited to direct costs incurred by Contractor and shall not include any multiple or additional percentage of those costs.
4. In order to be reimbursable, expenses must have been reasonably appropriate or must have been necessary, when evaluated in the light of the services to be performed. The cost of alcoholic beverages or entertainment shall not be reimbursed.
5. Signed, legible and explanatory receipts must be submitted for all reimbursable expenses.

Upon verification and review, the City will tender payment of travel reimbursement invoices within forty-five (45) days from receipt thereof, unless the invoice is disputed.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

For a period of thirty (30) days following completion of the Services, Contractor warrants that it 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 ("Services Warranty"). Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the thirty (30) day period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and the City has notified Contractor in writing of any such error within that period, the City's exclusive remedy for breach of the Services Warranty will be for Contractor to perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error. Contractor may elect to instead issue a refund of the fees allocable to the portion of the Services which do not satisfy such warranty.

Other than the express Services warranty set out above, Contractor disclaims all other express, implied or statutory warranties, including but not limited to warranties related to title, compatibility with software or hardware, non-existence of errors, non-existence of viruses, merchantability or fitness for a particular purpose.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

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

In no event shall Contractor be liable under or in connection with this agreement for any consequential, indirect, incidental, special, exemplary or punitive damages, nor for loss of profits, loss of revenue, interruption of revenue, interruption of business, lost or damaged data, or costs of procurement of substitute services, even if Contractor has been advised of the possibility of the foregoing.

Limitation of liability. In no event shall Contractor's liability under or in connection with this agreement or any sow exceed the amount the fees paid by the City under the applicable (or most closely related) attachment, whether such liability arises in contract, tort (including negligence) or otherwise.

This Article 6 shall survive early termination 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's 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's 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. CONFIDENTIALITY

Either party may provide the other party 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 a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will 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 will 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 will 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 Contractor's disclosure of confidential 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, (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 the City.

ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

All work products created in connection with this Agreement, including software, documents, reports, training or educational materials, inventions, innovations and developments ("Work Product") shall remain the sole and exclusive property of the Contractor. However, Contractor grants the City a non-exclusive license for the sole purpose of allowing the City to make use of the Services for its own business purposes in the manner contemplated in Attachment A.

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 10. TERMINATION

This Agreement may be terminated by the City or Contractor upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The party in breach 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 and all expenses incurred related to the Services performed.

ARTICLE 11. 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:

Contractor: Actuate Corporation
951 Mariners Island Blvd
San Mateo, California 94404
Attn: Sales Contracting Dept.

and, if such notice pertains to a matter in dispute, a copy to be sent to:

Open Text Corporation
275 Frank Tompa Drive
Waterloo, ON
N2L 0A1
Canada
Attn: Office of General Counsel

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, contractors 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

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other. 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 subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

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

CITY OF DAYTON, OHIO

ACTUATE CORPORATION

City Manager

By: _____

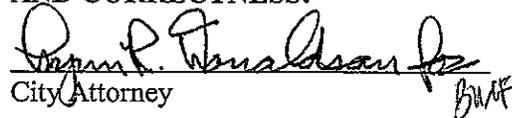
Date: _____

Title: _____

APPROVED:

Director, Department of Water

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney

APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of Commission

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

City: City of Dayton, Ohio
Project: Actuate Performance Management System Upgrade, Migration, and Training
Company: Actuate Corporation

SCOPE OF SERVICES

Statement of Work

Purpose of Document

This document constitutes a Statement of Work (SOW) between the City of Dayton, Ohio - Water Department, (“City”) and Actuate Corporation, (“Contractor”). The purpose of this Statement of Work is to define the scope of work required to address City’s business objectives for this project. Contingent upon planning and execution of the upgrade, migration, and training session(s) is the cooperative efforts of both Contractor’s Professional Services and City’s business and technical personnel.

Overview

City would like to engage Contractor to provide upgrade assistance, as well as training and consulting services to assist with aspects of their BIRT application deployment and ongoing management & maintenance. Contractor will work with City resources during the engagement timeline to support the requirements of the tasks outlined in this SOW.

The Project

Project Scope

Contractor will assign a senior consultant to provide assistance to City staff with tasks and activities related to their Actuate Metrics Management and iHub applications.

Some of the areas where City might need assistance would include, but not be limited to, the following:

- Upgrade & migration planning and ongoing assistance for Metrics Management with iHub;
- System administrator consulting session(s) for BIRT Metrics Management;
- Training for administrators and users of iHub and Metrics Management systems; topics may include, but are not limited to iHub Administration and security management, Gadget & Dashboard Development, and the design, development, & deployment of both BIRT Data Objects and BIRT Report Designs; and,
- Knowledge transfer and mentoring.

Project Deliverables

The deliverables for this project are as per Section 2.1 Project Scope. Any other specific deliverables for this project have not been pre-defined. All specific tasks, activities and deliverables will be discussed and defined mutually by City and Actuate PS, based on City requirements. The amount of time estimated for each deliverable task defined will be based on Actuate PS' understanding of City's requirements and Actuate PS' experience implementing previous City projects

Assumptions:

- Contractor will provide consulting assistance up to the time allocated in this SOW. Any tasks not discussed and mutually agreed upon will be considered out of scope for this SOW.

- City will provide staff knowledgeable about their systems and environments, to provide answers and clarifications, as needed during the course of the engagement.
- City will be solely responsible for providing the requisite hardware and operating system required for the BIRT products being deployed, per the Supported Products documentation which details the hardware, operating system and third party software pre-requisites as needed for any tasks and deliverables associated with this SOW.
- City will be responsible for providing full access to any BIRT systems and environments, and any related third party systems and tools (including, but not limited to: operating system, database, application server) that are compliant with the Supported Products documentation, as needed for any tasks in this SOW.

Project Tasks and Estimates

The following table lists the major tasks on this project and the estimated effort for each task. All days associated with the estimates reflect 8-hour workdays during normal business hours. In order to achieve the estimated timeline below, Contractor will be dependent on City's dedicated staff participation and availability, as needed.

Tasks and Activities	Estimated Person Hour(s)
Actuate Application Installation, Configuration, and Testing	8
Migration to new environment	4
Scorecard / Metrics Manager Training & Consulting	4
iHub Administration Basics	4
iHub Dashboard Basics (Design, Development, & Deployment)	12
BIRT Designer Basics (BIRT Data Objects & BIRT Reports)	8
Estimated Total	40

The amount of time estimated for each task defined in this document is based on Contractor's current understanding of City's requirements and experience implementing previous projects with similar requirements. The actual amount of time required to complete the engagement may vary based on the detailed requirements and the overall design as defined by Contractor and City during the analysis and design steps, as well as other dependencies that may be discovered during the course of the project. These circumstances may include, but are not limited to, Contractor consultants waiting for requirements or appropriate resources or information from City. Any changes to the project timeline will require prior approval from both Contractor and City Management.

Critical Success Factors

- Committed executive sponsorship from City must be available.
- Open communication between City and Contractor consultants.
- City will provide Contractor with the appropriate business and technical requirements in a format and level of detail adequate for this project.
- City will provide to Contractor personnel all required desktop and VPN network access rights necessary to meet the requirements of this project. This will include access to the Internet for retrieving additional technical information as well as maintain access to corporate communications.
- City will ensure the appropriate personnel are available to meet with Contractor as necessary. These personnel may include project managers, report management experts, content experts, and technical and systems management personnel.

- Close adherence to project scope as defined in this document. Any changes to scope that affect the project schedule and/or budget will be documented in a Change Request and the work will be performed on a time and materials basis.
- City will provide experienced database administration personnel familiar with their application.
- City will be solely responsible for performing all QA/UAT/System Integration testing. Contractor will assist as needed, within the time available in this SOW.
- City will provide the requisite hardware, operating systems and network infrastructure with access to associated documentation as applicable to this project.
- City will be solely responsible for providing any required third party systems and tools (including, but not limited to: operating system, database, application server) that are compliant with Actuate Supported Products documentation.
- City will provide Contractor with office space and communication facilities through the course of this project.
- City will be prepared to deliver test data as well as assistance in order to thoroughly test the implementation of this development environment.
- City will provide the necessary table schema, data mapping, views and stored procedures required for all Actuate BIRT Reports.

Timing and Professional Services Fees

City shall compensate Contractor on a time and materials basis for all professional services performed in connection with this Statement of Work as indicated below, with terms and conditions as defined in the SOW. Contractor's pricing structure is based on standard industry practices of quoting an hourly fee per professional services consultant working on this project, and therefore only hours actually incurred will be billed.

City will be billed and agrees to pay for services on a time and material basis at the following hourly rates subject to Article 3, Compensation:

- Senior Consultant: \$250/hour

In the event the performance of the professional services described herein requires more than the Estimated Total Hours, Contractor shall notify City that the limit of Estimated Total Hours has been reached, and any hours in excess of the Estimated Total Hours shall be worked on only after approval in writing in accordance with Article 11(J).

These estimates are valid for this engagement based on this SOW. Other engagements may be priced differently based on the extent of work and the resource being allocated to it.

Services	
SOW-Services- 40 hours	\$10,000.00
Supplemental Services Allowance (including travel)	\$11,200.00
Grand Total* (before taxes):	\$21,200.00



City Manager's Report

3.

From 2600 - Economic Development

Date November 16, 2016

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$40,000.00 thru 12-31-2018

Name Admiral Engineering & Surveying, Inc.

Address 14 West First Street
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Real Estate Development	16304-2600-1159-41	\$40,000.00

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

Description

The Department of Economic Development is requesting authority to enter into a Professional Services Agreement with Admiral Engineering & Surveying, Inc. for surveying and engineering services. The services will be requested on an as-needed basis in connection with future economic development projects.

Admiral Engineering & Surveying is a multi-discipline civil engineering and land surveying firm headquartered in downtown Dayton. Admiral Engineering & Surveying provides engineering and surveying services to clients throughout southwest and west central Ohio.

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

The Agreement will commence upon execution and expire on December 31, 2018.

A Certificate of Funds is attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager _____

Clerk _____

Date _____

CERTIFICATE OF FUNDS

CT16-1568

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

Contract Start Date	upon execution
Expiration Date	12/31/18
Original Commission Approval	\$ 40,000.00
Initial Encumbrance	\$ 25,000.00
Remaining Commission Approval	\$ 15,000.00
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation	
<input checked="" type="checkbox"/>	Initial City Manager's Report
<input checked="" type="checkbox"/>	Initial Certificate of Funds
<input checked="" type="checkbox"/>	Initial Agreement/Contract
<input type="checkbox"/>	Copy of City Manager's Report
<input type="checkbox"/>	Copy of Original Certificate of Funds

Amount: <u>\$ 25,000.00</u> Fund Code <u>16304 - 2600 - 1159 - 41 - XXXX - XXXX</u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>
Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>	Amount: _____ Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-between; font-size: 0.8em;"> Fund Org Acct Prog Act Loc </small>

Attach additional pages for more FOAPALS

Vendor Name: Admiral Engineering and Surveying Inc

Vendor Address: 14 W First Street Dayton Ohio 45402

Street City State Zipcode + 4

Federal ID: 453934718

Commodity Code: 96877

Purpose: Professional services agreement for surveying and engineering services

Contact Person: Jill Bramini Economic Development 11/3/2016

Department/Division Date

Originating Department Director's Signature: *Fred P. Weber*

SECTION II - to be completed by the Finance Department

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

[Signature]

Finance Director Signature _____

[Signature]

CF Prepared by *[Signature]*

AB
VBH

11-7-16
Date

11/4/16
Date

CT16-1568
CF/CT Number

PROFESSIONAL SERVICES AGREEMENT
Engineering and Surveying

THIS AGREEMENT ("Agreement") is made and entered into between the City of Dayton, Ohio (hereinafter the "City"), a municipal corporation in and of the State of Ohio, and Admiral Engineering & Surveying, Inc., an Ohio corporation with offices for the transaction of business at 14 W. First Street, Dayton, Ohio 45402 (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, on May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, *CitiPlan Dayton: The 20/20 Vision* ("CitiPlan 20/20"), of which land redevelopment, reuse, and revitalization are key components; and,

WHEREAS, the City sometimes requires certain professional services related to the surveying and engineering in connection with various projects; and,

WHEREAS, the Consultant is willing to perform the professional services and represents that its staff is fully qualified and available to perform the services.

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

ARTICLE 1. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant will provide, upon the City's request, services that include, but are not limited to, one or more of the following:

- A. Surveys and boundary descriptions of parcels of real estate and associated improvements identified by the City;
- B. Preliminary Plat and Final Platting design services to meet all City zoning and engineering requirements; and,
- C. Construction and professional documents and drawings affixed with the appropriate license or seals when required.

Consultant will also provide technical assistance, as needed, including, but not limited to, bid specifications, grant preparation, consultations, field inspections, public meetings, bid reviews, and recommendations. Additional services may be requested as needed.

Consultant will furnish services under this Agreement when requested in writing by the City. Once the City has identified services which it desires Contractor to perform, the City shall submit a written "Work Request" to Consultant. Within ten (10) business days from the date of receipt of a Work Request, Consultant shall provide the City with a written "Scope of Services," which shall include costs for the services requested by the City and a time frame for completion.

Upon the City's review of the Scope of Services to be provided as stated in a City Work Request, the City shall indicate its acceptance of the Scope of Services and issue a "Notice to Proceed," which shall reference and incorporate the Scope of Services. The Notice to Proceed will serve as authorization of said services and allow funds to be disbursed.

ARTICLE 2. TERM AND TERMINATION

This Agreement is effective upon execution by the City and will expire December 31, 2018, unless extended or terminated by mutual agreement of the parties. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

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

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 3. COMPENSATION

Total remuneration in this Agreement shall not exceed FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00) for the Services provided. The City shall request cost estimates for any necessary work.

The Consultant will submit, not more frequently than monthly, invoices for payment of the Services provided. The invoices shall specify the invoice period, state the total amount requested, detail the work and services performed and hours dedicated to performance of same, and be accompanied by supporting information and records that substantiate the invoice amount. The City shall pay the invoices within thirty (30) days from receipt thereof, unless disputed.

ARTICLE 4. PROFESSIONAL QUALIFICATIONS, SERVICES AND STANDARDS

The Consultant represents that it is qualified and permitted by law to perform the Services required hereunder and that it has, and will maintain, adequate facilities and sufficient personnel to perform the Services. The Consultant represents and warrants that all personnel engaged in the performance of the Services to be provided are qualified and permitted to do the work assigned.

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

All memorandums shall be submitted to the City in draft form. The City reserves the right to request changes and/or modifications to the draft memorandums before accepting any final memorandums.

All work is to be completed in accordance with all applicable local, state, or federal regulations. Additionally, all "field" personnel must comply with OSHA Health and Safety Training requirements per 29 CFR 1910.120. A Health and Safety Plan shall be completed before commencing work, if applicable.

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

ARTICLE 5. LIABILITY AND INDEMNIFICATION

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

ARTICLE 6. INSURANCE

During the performance of the services under this Agreement, the Consultant shall maintain with an insurance company authorized to conduct business in the State of Ohio and having at least an "A" rating from A.M. Best, no less than the following insurance:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) 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.
- (5) Errors and omissions insurance in the amount of \$1,000,000.00.

The Consultant shall name the City, and its elected officials, officers, employees, and agents, as an additional insured on all insurance policies furnished and maintained pursuant to items (1) and (2) above. The Consultant shall provide the City with a certificate of insurance before commencing work. The Consultant must maintain the policies in good standing for the duration of the Project. The Consultant shall provide the City certificates of insurance that include a provision that such insurance will not be canceled without at least thirty (30) days written notice to the City, demonstrating compliance with this Article. The City's examination of, or failure to request or demand, any evidence of insurance hereunder, will not constitute a waiver of any requirement of this Article, and the existence of any insurance will not limit the Consultant's obligations under provisions hereof. Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

All project contractors are required to include the City and the Consultant as additional insureds on their commercial liability insurance policies, and are required to defend, indemnify, and hold harmless the City and the Consultant from the contractor's negligence.

ARTICLE 7. OWNERSHIP OF WORK PRODUCT

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

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

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off 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 will constitute a breach hereof.

ARTICLE 9. INDEPENDENT CONTRACTOR

The parties agree that, at all times, the Consultant will be an independent contractor and not subject to control by the City, except as provided pursuant to this Agreement. As an independent contractor, the parties hereby agree that the relationship between the parties will not be held out or construed as employer-employee, joint venture, or principal-agent. Neither party shall act or represent itself in such a manner as to assume or create any obligation on behalf of, or in the name of, the other party, without the prior written and express authority to do so by a duly authorized representative.

The Consultant understands and agrees that any and all persons retained or hired to perform the duties and responsibilities under this Agreement are not the City's employees and are not entitled to any of the emoluments of City of Dayton employment. Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership. Further, the Consultant will be responsible to withhold and pay, or cause such agents, contractors, or sub-contractors to withhold and pay, all local, state, and federal taxes.

ARTICLE 10. MISCELLANEOUS CONDITIONS AND OBLIGATIONS

All work that does not conform to all applicable local, state, or federal regulations will not be accepted. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to final acceptance of the work, shall be corrected or removed immediately and completed or replaced in an acceptable manner at the Consultant's expense. If contractors are involved in any part of the services provided hereunder, a representative of the Consultant must be onsite to ensure compliance with the provisions in this Agreement. The Consultant is also responsible for any work completed that is not authorized in writing by the City.

The Consultant shall apply for and obtain all necessary permits and manifests, and file any other necessary paperwork. If applicable, the Consultant will be required to field locate all existing utilities prior to the start of work at the Project site. The Consultant will contact the Ohio Utilities Protection Service ("OUPS") at least seventy-two (72) hours or three (3) work days prior to the start of work. The Consultant shall notify all other entities that might have underground utilities in the area and are non-members of OUPS.

ARTICLE 11. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

ARTICLE 12. GENERAL PROVISIONS

- A. **Conflict of Interest.** Company covenants that it has no interest and shall not acquire any interest, direct or indirect, that would cause conflict in any manner or degree with the performance of this Agreement or completion of the Project.
- B. **Entire Understanding.** 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. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. **Waiver.** A waiver by City 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 City's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the Project or any activities to be completed by Company.
- G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:
- Consultant: Charles Halsey, President
Admiral Engineering & Surveying, Inc.
14 W. First Street
Dayton, Ohio 45402
- The City: Office of Economic Development
City of Dayton, Ohio
101 W. Third St.
Dayton, Ohio 45402
- H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other 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 provision.
- I. **Assignment.** Consultant shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment,

no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

- J. Third Party Rights. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.
- K. Integration. This Agreement represents the entire and integrated agreement between the City and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 13. POLITICAL CONTRIBUTIONS

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

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

CITY OF DAYTON, OHIO

ADMIRAL ENGINEERING & SURVEYING, INC.

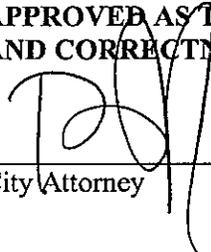
City Manager

By: _____

Its: _____

APPROVED AS TO FORM AND CORRECTNESS:

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



City Attorney *but*

_____, 2016

Min. / Bk. _____ Pg. _____

Clerk of the Commission



City Manager's Report

4.

From **3460 - Water/Water Reclamation**

Date **November 16, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$721,000.00 (thru 12/2018)**

Name **RA Consultants, LLC**

Address **10856 Kenwood Road
Cincinnati, Ohio 45242**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Sanitary Capital Funds	55003-3460-1415-54-SF1415	\$721,000.00

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

Description

**ODOR CONTROL AND RELATED IMPROVEMENTS
AT THE WATER RECLAMATION FACILITY
(OPEN MARKET)**

The Department of Water requests permission to enter into an Agreement with RA Consultants, LLC in the amount of \$721,000.00 for Odor Control and Related Improvements at the Water Reclamation Facility. The services to be provided consist of, but are not limited to:

- Odor control improvements at the primary clarifiers, Dissolved Air Flotation (DAF) discharge piping, biosolids handling, dewatering/dumping pad, grit dumpster storage, sludge storage tank, and the splitter box;
- An evaluation of constructing another biofilter at the south end of the plant to address odor issues in and around the biosolids handling area;
- Improvements at the low lift crane; and
- An evaluation of the pumps at the Intermediate Pumping Station.

Four proposals were received for the above project on August 5, 2016. After evaluating the proposals, RA Consultants, LLC was chosen in response to the City's Request for Proposal (RFP No. 16039D). RA Consultants, LLC had the best combination of experience, approach, expertise and resources to meet the Department of Water's objectives.

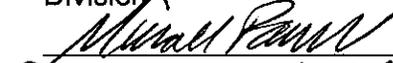
The Agreement is being funded using 2016 Sanitary Capital Funds.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2018.

The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds, proposal tabulation, and a copy of the Agreement are attached.



Division



Department



City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

Requisition #
RFP #
Purchasing Buyer:
Date to be Completed by:
Submit to (Evaluation Chair):

2016WTWE006
16039D
Donita Garner
Donita Garner

Evaluation Criteria	Points Possible/ Weight	Ribway Engineering Group / Stantec Consulting /			
		Black & Veatch Corp	RA Consultants LLC	Eggeman Engineering & Consulting	Strand Associates Inc
Criteria 1 - Previous Experience	30	25.4	18.4	17.6	21.8
Criteria 2 - Key Personnel for this Project	25	22.8	20.8	15	18.8
Criteria 3 - Schedule and Fee	20	9	15	20	11
Criteria 4 - Quality Assurance/Quality Control	15	10.8	11.6	7.2	9
Criteria 5 - Dayton Local Business	5	5	5	0	0
Criteria 6 - PEP Certified Vendor	5	0	5	0	0
Total Score	100	73	75.8	59.8	60.6

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this ____ day of _____, 2016, between the City of Dayton, Ohio, ("City"), and RA Consultants, LLC with an office at 115 Linwood Street, Suite 2, Dayton, Ohio 45405 (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, The City desires certain professional services in connection with the evaluation of improvements, improvement design, and development of construction documents for the Odor Control and Related Improvements project in the City of Dayton, Ohio; and,

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

WHEREAS, The professional services to be provided under this Agreement are necessary to achieve the purposes of the City's Water Department.

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall terminate upon expenditure of all funds provided herein or on December 31, 2018, 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 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services that are described in attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration of this Agreement shall not exceed SEVEN HUNDRED TWENTY ONE THOUSAND DOLLARS AND ZERO CENTS (\$721,000.00) for all services to be provided by Consultant pursuant to this Agreement as outlined in Attachment B, attached hereto and incorporated herein. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested 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 Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses of whatsoever kind and nature, to the extent such claims, losses, damages, or expenses are caused by Consultant or its agents, employees, contractors, sub-contractors, and representatives negligent or willful acts, errors, or omissions.

To the fullest extent permitted by law: (1) Consultant's liability to the City for all claims, losses, damages, and expenses resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Consultant under this Agreement; and, (2) neither party to this Agreement shall be liable to the other party for any special, incidental, indirect or consequential damages of any kind, that may result from this Agreement.

This Article 6 shall survive termination of this Agreement.

ARTICLE 7. INSURANCE

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

- (1) General liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) 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 Consultant 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 Consultant's 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 or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the City. Consultant, however, shall retain its right to restrict disclosure of Consultant's proprietary information contained in such policies in accordance with Article 8.

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

ARTICLE 8. CONFIDENTIALITY

Either party may provide the other party 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 a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will 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 will 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 will 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 Consultant's disclosure of confidential 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, (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 the City.

ARTICLE 9. 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 the City upon payment. However, Consultant shall have the unrestricted right to their use.

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

ARTICLE 10. TERMINATION

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

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

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

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

Consultant: RA Consultants, LLC
10856 Kenwood Road
Cincinnati, OH 45242
Attention: John P. Allen, Principal

City: City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Michael Powell, Interim Director

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. 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, Consultant acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City,

Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

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

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF DAYTON, OHIO

RA CONSULTANTS, LLC

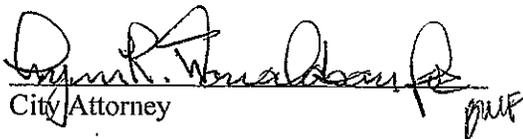
City Manager

By: _____

Date: _____

Its: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

APPROVED:

Director, Department of Water

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

**ATTACHMENT A
TO
SCOPE OF SERVICES**

City: City of Dayton, Ohio
Project: Odor Control and Related Improvements
Consultant: RA Consultants

This project consists of providing professional engineering services in order to evaluate the eight project elements, design selected solutions for each project element, prepare construction documents, provide bidding services, and provide construction phase services for odor control and related improvements. In general, specific process areas that require odor control improvements, referred to as the project elements, include primary clarifiers, Dissolved Air Flotation (DAF) discharge piping, biosolids handling, dewatering/dumping pad, grit dumpster storage, sludge storage tank, and the headworks splitter box. City's Water Reclamation also needs to evaluate the possibility of constructing another biofilter at the south end of the plant. The southern biofilter would address odor issues in and around the biosolids handling area. Lastly, in addition to odor control, improvements are needed at the low lift crane and an evaluation of the Intermediate Pumping Station pumps needs to be performed.

The following are the minimum requirements for each Project Element:

Project Element No.1: Dewatering/Dumping Pad Improvements

- City to remove debris from existing dewatering pad to assess structure and existing drainage
- Observe existing dumping practices of WUFO
- Perform test of filter fabric and rip-rap as possible drain protection
- Evaluate existing and new pad locations
- Design new pad to accommodate two vector trucks unloading at once and backhoe cleaning
- Design pumping station and force main to route flow to the head of the plant
- Design wet well to accommodate both dump pad and biosolids centrate line loadings (Project Element No.2)
- Ensure improvements address existing and potential odor issues

Project Element No.2: Centrate Piping Improvements

- Evaluate existing and new centrate piping alignment
- Evaluate existing centrate pumping redundancy and wet well modifications
- Evaluate and design selected piping alignment to route flow ultimately to headworks
- Evaluate existing pumps and possible modifications based on new alignment. Assumed that a second pump of the same size will be installed and tied into the existing controls.
- Ensure improvements address existing and potential odor issues

Project Element No.3: Thickened Waste Activated Sludge (TWAS) Piping Improvements

- Evaluate application of ferrous chloride in digesters versus DAF
- Evaluate ferrous storage and feed system should feed point be modified
- Evaluate existing and new TWAS piping alignment, one pipe vs. parallel pipes, size, and materials
- Design new TWAS piping from DAF to the digesters

Project Element No.4: Process Cover Replacements

- Analyze existing quotes and request updated quotes from Hallsten Corporation and CST Covers for replacement covers at the headworks splitter box, primary clarifiers, and biosolids sludge storage tanks
- Evaluate current plan to replace all covers with aluminum
- Meet with operations and maintenance staff to determine number and location for hatches
- Ensure cover replacements address existing and potential odor issues

Project Element No.5: South Plant Biofilter and Biosolids Handling Evaluation

- Review 2014 Odor Control Master Plan
- Evaluate the need for a new biofilter installation to address odors from the biosolids handling facility
- Evaluate air exchanges, atmosphere, and working conditions in the biosolids handling facility
- Perform sampling using detection tubes and electronic handheld instruments within the biosolids handling facility
- City to provide dissolved sulfide sample results from sample stations at the WRF to fill in liquid H₂S data
- Test airflow, air distribution, pressure, and odor removal of existing biofilter for baseline performance data
- Perform a structural evaluation of the existing storage barn
- Prepare structural recommendations should existing storage barn be found to have structural deficiencies
- Evaluate steel coating systems for performance and cost impacts
- Ensure recommendations address existing and potential odor issues
- Provide design of required ventilation improvements in the thickening/dewatering room, control room and pumping basement.

Project Element No.6: Grit Dumpster and Storage Area

- Evaluate north and south grit dumpster handling and disposal
- Prepare modifications and/or improvement options for the north and south grit dumpster and handling
- Ensure recommendations address operations and maintenance of the grit dumpster areas
- Ensure recommendations address existing and potential odor issues

Project Element No.7: Intermediate Pumping Station Pump Replacement

- Evaluate existing pumps and remaining useful life
- Meet and discuss with operations and maintenance staff to fully understand all issues at IPS
- Evaluate existing quick disconnect setup and provide a system solution that is easier to maintain
- Prepare recommendation on pump manufacturer standardization
- Provide analysis of current pump manufacturers
- Design improvements to replace pumps
- VFDs and pump controls shall be included in the design

Project Element No.8: Low Lift Crane Modifications

- Review existing pump and crane setup

- Evaluate the need and potential methods to raise crane system (e.g. replace existing columns, addition to top of column, and addition to column base)
- Prepare recommendation on crane modifications

As the Consultant, RA shall coordinate/complete the following Tasks for each project element, as applicable:

Task No.1: Project Management and Coordination

Consultant shall provide project management and coordination to maintain the progress of the project and complete the project in the specified timeframe. This includes maintaining a continuous line of communication throughout the project with staff within City’s WRF and Engineering Divisions. Conduct progress meetings at the kickoff, 50%, and 100% phases and prepare and distribute meeting minutes.

Task No.2: Site Visit/Review Existing Documents

Consultant shall conduct site visits to verify existing conditions and structure measurements, and increase understanding of the project elements. Focus should be given to the existing dewatering pad, biosolids handling area, grit dumpsters, IPS, existing covers, and the low lift pumps and crane system. Review existing relevant reports and operations and maintenance information. Review existing drawings to expand understanding of layout/details on all plant project elements. Focus will be given to TWAS and centrate piping drawings. Lastly, interviews shall be conducted with plant staff to gain understanding of facility requirement needs.

Task No.3: Design Calculations/Layout/Details

Consultant shall evaluate existing dewatering pad, centrate piping, TWAS piping, cover replacements, biosolids handling area, south plant biofilter, grit dumpster/storage area, IPS pumps, and low lift crane system. Design improvements for all project elements requiring relocation, modification, repair, rehab, and replacement. Design calculations and coordination with manufacturers on equipment details for process equipment. Prepare technical memorandum that summarizes the design criteria for each project element to serve as the basis for the preparation of drawings and specifications.

Task No.4: Drawing Production

Consultant shall prepare drawings for the new dewatering pad, centrate piping, TWAS piping, grit dumpster/storage area modifications, and low lift crane system modifications. Drawings shall be prepared in AutoCAD. The drawings will include the necessary electrical, mechanical/process, civil, structural, and instrumentation and control disciplines of the proposed improvements. In addition, project elements may be broken up into individual projects requiring individual covers, detail sheets, etc. for bidding purposes. Additional drawings may be needed based on evaluations and recommendations of south plant biofilter, biosolids handling area working conditions, and the storage barn structural conditions. Provide Department of Water with electronic AutoCAD drawings, electronic Adobe PDF drawings, and two (2) full size paper drawings for bidding purposes. Two (2) full-size drawing set, two (2) half-size drawing sets, Adobe PDF drawings, and the AutoCAD drawing file shall also be provided encompassing all addenda made during bidding. These updated drawings shall be provided at or prior to the Pre-Construction Meeting.

Task No.5: Specification Preparation

Consultant shall prepare technical specifications for the new dewatering pad, centrate piping, TWAS piping, grit dumpster/storage area modifications, and low lift crane system modifications. Technical specification creation may also be needed based on evaluations and recommendations for the south plant biofilter, biosolids handling area working conditions, and the storage barn structural conditions. The specifications will include the necessary electrical, mechanical/process, civil, structural, and instrumentation and control disciplines of the proposed improvements. In addition, project elements may be broken up into individual projects requiring individual sets of specifications for bidding rather than one

large all-encompassing set of specifications. Consultant shall assist City with the preparation of the front-end specifications. Provide technical specifications electronically in both Word and Adobe formats for bidding purposes. Two (2) hard copies shall be provided for bidding purposes as well. Finally, two (2) hard copies shall be provided at or prior to the Pre-Construction Meeting encompassing all addenda made during bidding.

Task No.6: Cost Estimate

Consultant shall provide construction cost estimates at the 50% and 100% phases.

Task No.7: Field Survey

Consultant shall survey project elements to confirm existing conditions and structure dimensions. Review existing survey for dewatering pad force main alignment from 2014. Lastly, Consultant shall conduct necessary survey work to prepare all drawings outlined in Task No.4.

Task No.8: Bidding Phase Services

Consultant shall prepare Bid Form in Department of Water Excel file. City's Project Manager will provide form to Consultant. Consultant will also provide bidding assistance to address questions submitted by the potential contractors, prepare addenda, and perform other routine bidding services as requested by the City's Project Manager.

Task No.9: Construction Phase Services

Consultant shall provide services during construction to include attendance at monthly progress and field meetings, responses to requests for information (RFIs), review and respond to submittals, technical review of change orders, punch list inspection, and prepare final record drawings in AutoCAD from the contractor's red-line markups. Modify online O&M Manuals.

**SCOPE OF SERVICES
ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

City: City of Dayton, Ohio
Project: Odor Control and Related Improvements
Consultant: RA Consultants

COMPENSATION

Item/Task	Description	Total
1	Project Management and Coordination	\$ 50,754.00
2	Site Visits/ Review Existing Documents	\$ 43,097.00
3	Design Calculations/Layout/Details	\$ 103,435.00
4	Drawing Production	\$ 217,743.00
5	Specification Production	\$ 69,247.00
6	Cost Estimate	\$ 40,582.00
7	Field Survey	\$ 24,349.00
8	Bidding Phase Services	\$ 27,988.00
9	Construction Phase Services (NTE)	\$ 109,356.00
	Subtotal	\$ 686,551.00
9	Contingency @ 5%	\$ 34,449.00
TOTAL		\$ 721,000.00



City Manager's Report

5.

From **3420 - Water/Water Engineering**

Date **November 16, 2016**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$166,750.00 (thru 12/2017)**

Name **Tetra Tech, Inc.**

Address **710 Avis Drive, Suite 100
Ann Arbor, MI 48108**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Storm Capital Fund	58002-3420-1159-54-ST1405	\$166,750.00

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

Description

Storm Water Utility Rate Study

The Department of Water requests permission to enter into an Agreement with Tetra Tech, Inc. in the amount of \$166,750.00 for services for the Storm Water Utility Rate Study. This project consists of performing a study of the expenses and revenues of the storm water utility to determine the storm water rate required for the City to meet the requirements of the Ohio Environmental Protection Agency (OEPA) National Pollutant Discharge Elimination System (NPDES) permit, as well as maintain effective operation, maintenance, and replacement of the City's storm system. Work will consist of reviewing of existing revenues and expenses, evaluation of a storm water credit system, development of a storm water utility rate model, and public presentation of the outcomes of the study.

Four proposals were received for the above project on May 12, 2016. After evaluating the proposals, Tetra Tech, Inc. was chosen in response to the City's Request for Proposal (RFP No. 16028D). Tetra Tech, Inc. had the best combination of approach, expertise and resources to meet the Department of Water's objectives.

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 2017.

The Agreement has been reviewed by the Law Department as to form and correctness. A Certificate of Funds, proposal tabulation, and a copy of the Agreement are attached.



 Division



 Department



 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

Requisition #
RFP #
Purchasing Buyer:
Date to be Completed by:
Submit to (Evaluation Chair):

2016WTWE004
16028D
Donita Garner
Donita Garner

Evaluation Criteria	Points Possible/ Weight	Amec Foster	Arcadis U.S.	Raftelis	Tetra Tech
		Wheeler Environment & Infrastructure Inc	Inc	Financial Consultants Inc	Inc
Criteria 1 - Approach (Development, Te	40	27.786	35.286	35.500	35.214
Criteria 2 - Cost Proposal	25	10	5	15	25
Criteria 3 - Qualifications (Previous Expe	25	16.214	20.571	21.714	22.143
Criteria 4 - Dayton Local Business	5	0	0	0	0
Criteria 5 - PEP Certified Vendor	5	0	0	0	0
Total Score	100	54	60.857	72.214	82.357

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this ____ day of _____, 2016, between the City of Dayton, Ohio, (“City”) and Tetra Tech, Inc. (“Consultant”) 710 Avis Drive, Suite 100, Ann Arbor, MI 48108.

WITNESSETH THAT:

WHEREAS, The City needs professional engineering services relating to the establishment of a rate model for the Storm System (“Project”); and,

WHEREAS, The City requires certain engineering services in connection with the Project (“Services”); and,

WHEREAS, Consultant is qualified and available to provide the Services to the City.

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

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and it shall expire upon expenditure of all funds provided herein or on December 31, 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 11, J.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3. COMPENSATION

A. Payment and Invoices.

The total remuneration in this Agreement shall not exceed ONE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$166,750.00) and shall be paid according to Attachment B, which is attached hereto and incorporated herein by reference. Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested 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.

B. Travel.

1. The City acknowledges and agrees that Consultant may be required to travel in performance of the Services. City agrees to reimburse Consultant for its travel expenses reasonably incurred in

performance of the Services. However, payment for such reimbursable expenses is subject to the following limitations:

- a. Air travel reimbursement is limited to coach/economy rates. Automobile travel expenses for any destination outside of Montgomery County, Ohio will be reimbursable at the rate of as set by the U. S. Internal Revenue Service for business mileage reimbursement. Consultant shall not be reimbursed for travel expenses to any meetings in Montgomery County, Ohio, or any adjoining Ohio counties.
- b. Reimbursable expenses are limited to those out-of-pocket expenses paid by Consultant to some third party, excluding itself, and its employees, excluding any other contractor and sub-contractor and excluding any third party in which Consultant has an ownership interest or Consultant receives payments or benefits in consideration for service or product orders given to that third party.
- c. Amounts billed as reimbursable expenses are limited to direct costs incurred by Consultant and shall not include any multiple or additional percentage of those costs.
- d. In order to be reimbursable, expenses must have been reasonably appropriate or must have been necessary, when evaluated in the light of the services to be performed. The cost of alcoholic beverages or entertainment shall not be reimbursed.
- e. Signed, legible and explanatory receipts must be submitted for all reimbursable expenses.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

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

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

ARTICLE 6. LIABILITY AND INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City and its elected officials, officers, agents and employees, from and against all claims, losses, damages, and expenses (including

reasonable attorney fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the negligent acts, errors, omissions or conduct of Consultant and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

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

ARTICLE 7. INSURANCE

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

- (1) General liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) 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 Consultant 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 Consultant's 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 or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the City. Consultant, however, shall retain its right to restrict disclosure of Consultant's proprietary information contained in such policies in accordance with Article 8.

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

ARTICLE 8. CONFIDENTIALITY

Either party may provide the other party 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 a period of two (2) years following the date of disclosure of the confidential or proprietary information, it will 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 will 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 will 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 a party's disclosure of confidential 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, (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 the City.

ARTICLE 9. 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 the City upon payment. However, Consultant shall have the unrestricted right to their use. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

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

ARTICLE 10. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement. Consultant 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 Consultant. In the event of termination by the City hereunder, the City will pay Consultant for Services actually provided up to the date of termination.

ARTICLE 11. STANDARD TERMS

A. DELAY IN PERFORMANCE

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

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

B. GOVERNING LAW AND VENUE

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

C. COMMUNICATIONS

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

Consultant: Tetra Tech, Inc.
710 Avis Drive, Suite 100
Ann Arbor, MI 48108
Attention: Victor Cooperwasser, P.E.
Senior Project Manager

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 Consultant and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

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

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

E. WAIVER

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

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. 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, Consultant acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City, Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

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

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

H. ASSIGNMENT

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

I. THIRD PARTY RIGHTS

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

J. AMENDMENT

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

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

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

L. INTEGRATION

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF DAYTON, OHIO

TETRA TECH, INC.

City Manager

By: _____

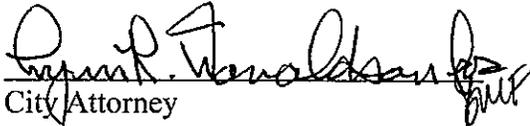
Date: _____

Its: _____

APPROVED:

Director, Department of Water

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2016

Min./Bk. _____ Pg. _____

Clerk of Commission

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

City: City of Dayton, Ohio
Project: Storm Water Rate Study
Engineer: Tetra Tech, Inc.

SCOPE OF SERVICES

This project consists of providing professional engineering services to prepare a Storm Water Rate Study for the City of Dayton, Department of Water . Major goals of this project include:

Task A - Revenue requirements for five year study period 2018 to 2022

1. Project existing users, area, and revenue under existing rates
2. Project expenses
3. Develop a customer incentive program and compare it to other systems
4. Project debt service amounts
5. Project revenue from miscellaneous sources
6. Project CIP and miscellaneous expenses
7. Develop cash flow statements based on existing rates
8. Project necessary revenue adjustments
9. Evaluate the cost of best management practices
10. Deliver remote sensing services for a defined area (Optional)

TASK B - Cost of service allocations for five year study period 2018 to 2022

1. Allocate costs to customer classes
2. Estimate customer class relative responsibility
3. Distribute allocated expenses to customer classes
4. Compare existing revenue to proposed revenue, by customer class

Task C - Storm water service charge design for five year study period 2018 to 2022

1. Design storm water service charges
2. Design alternative schedules of rates
3. Compare current bills to proposed bills
4. Address HVAC cooling water charges

TASK D - Deliverables

1. Present findings to citizens
2. Prepare report
3. Prepare Excel model and training manual

TASK A – REVENUE REQUIREMENTS FOR FIVE YEAR STUDY PERIOD

Management, Coordination, and Communication

Consultant shall prepare a detailed Work Plan. The Work Plan will set forth such vital

information as project goals, lines of communication, schedule, budget, project controls, and a plan for implementation and task completion. The plan is a summary of procedures and processes that will be used to ensure that consistency and quality is maintained throughout all phases of the project.

The core of the Work Plan shall be a detailed Work Breakdown Structure (WBS). The WBS shall include a matrix indicating the budget and hours for each task. It will coincide with the tasks described herein, but broken down further to better define and control the total work effort. The WBS will be integrated into the Project Schedule, utilizing budgeting software, to facilitate monitoring actual progress versus budget versus hours expended for each WBS and breakdown item.

Project management responsibilities shall include monthly progress reports, invoices for work performed, project schedule updates, and earned value reports. Consultant shall monitor budget status for the total project, as well as the budget status for individual tasks. Actual versus budget comparisons shall be routinely made and contingency plans developed, as needed and approved by the City.

Consultant shall review any subsequent rate update reports or internal City documentation regarding the development of the City's current storm water rates. A key background document that shall be referenced is an industry standard for the development of Storm Water Utility Rate Studies titled "User-Fee-Funded Stormwater Programs", published in 2013 by the Water Environment Federation.

Kick-Off and Progress Meetings

Consultant shall lead the project kick-off meeting where the City's team will provide input at the initial stage of the project. This meeting should be used to exchange information and establish project execution requirements and procedures to achieve the goals of the project.

Scope of Work Elements A.1 to A.10

Consultant shall review the linked Excel tables included in the July 2002 Tetra Tech Dayton, Ohio Storm Water Utility Rate Study. Consultant shall determine which tables can be retained (format-wise) for these scope elements, which ones need to be modified and which new ones will be required. Consultant shall work with City staff to determine which departments/staff will provide the necessary area and budget data.

A.1: Consultant shall project the storm water revenue generated by the existing rates per Code of Ordinance Chapter 54, Section 54.11 for each year of the study period applied to the projected customers and billable impervious area. The billable impervious area of the residential component will be based on the average impervious area per residential flat rate account (1,952 square feet in 2002) times the number of flat rate accounts (52,241 in 2002) which equated to 101,974,432 square feet in 2002). For the non-residential component we will include those non-residential accounts (if any) still measured at the residential flat rate (there were 66 of these in 2002) as well as the impervious area of the measured non-residential accounts. In 2002 the non-residential impervious area component totaled 95,128,832 square feet. Therefore, the total impervious area in 2002 was 197,103,264 square feet. This total area will be updated based on current number of customers billed at the flat rate and measured impervious areas. Regarding impervious area growth projections for each year of the study period, consultant shall base these

growth projections per guidance provided by City staff.

A.2: Consultant shall project storm water expenses for each year of the study period including the following expense items and variables:

- Operation and maintenance using inflation percentages provided by the City. Current storm water management cost centers and budgets will be provided by City staff. For example, in 2002 the budget cost centers were:
 - 3450 Sewer Maintenance
 - 3470 Environmental Protection (which included a capital component)
 - 5320 Accounting and Treasury
 - 5340 Revenue and Taxation
 - 6430 Street Maintenance
- Asset replacement costs based on varying levels of capital investment as directed by the City.
- Projected increase or decrease in residential customers and measured customer billable areas. For example, in 2002 increases of 183 residential customers per year was projected and 35 non-residential customers with an average impervious area of 16,388 square feet.
- Potential regulatory requirement impacts on expenses.

A.3: Consultant shall prepare a white paper and presentation on customer incentive programs, which will form the basis for a guided discussion. Customer incentive programs have a number of elements that should be considered in their development:

- Credit objectives and quantification. Ohio EPA is currently working to develop a retention standard and quantification method for implementation of green infrastructure and other storm water BMPs in MS4s. Based on additional objectives relevant to Dayton's storm water goals (quantity and quality) credits should be tailored to the local community, while maintaining consistency with state standards.
- Process elements. Methods for application, review, data management, and customer maintenance of practices are all process elements that need to be considered in an incentive program.
- Customer outreach and customer service. Education and outreach elements of the incentive program would need to be defined and developed.
- Documentation, manuals and collateral. The incentive program should be documented through clear administrative rules and explained in a customer friendly manner in a manual.
- Financial impacts. An estimate of the demand for incentives would need to be included in the financial plan and rate model.

Consultant shall examine the following examples of credits as they might apply to residential, commercial and industrial customers:

- Peak flow credits
- Volume reduction credits
- Water quality credits
- Maintenance credits
- Educational credits
- Best management practices (BMP) credits
- Right-of-way credits

A.4: Consultant shall tabulate annual principal and interest payments for outstanding bonds payable for each year of the study period. Consultant shall include amounts required for bond coverage according to the bond covenants for each outstanding bond issue to ensure that bond coverage requirements are achieved. Consultant shall do the same for any bonds that are proposed to be issued during the study period.

A.5: Consultant shall include projections of revenue derived from sources other than storm rates. Examples of other sources include fees, taxes, debt financing and grants. These amounts will be deducted from projected expenses to calculate the net storm water rate revenue requirement for each year of the study period.

A.6: Consultant shall include projections for capital improvement costs and other miscellaneous revenue requirements for each year of the study period.

A.7: Consultant shall present cash flow projections for each year of the study period based on the existing storm water rates. These projections will factor in miscellaneous revenue, bond issue proceeds and cash reserves on hand. They will also include amounts for establishing a target annual fund balance amount. The City has used a target annual fund balance of 25% of annual expenses. This target will be reviewed and confirmed with City staff.

A.8: Consultant shall prepare a table that shows what annual percentage storm water rate adjustment would be required to meet the projected revenue requirements for each year of the study period. Consultant shall calculate these adjustments in two ways: First, on a raw basis that reflects meeting the revenue requirement each year and , second, on a “smooth” basis in which the revenue requirement is met by accessing reserve funds each year (if they are adequate) so that the annual percentage adjustment is approximately the same each year. These annual adjustments, either on a raw or smooth basis, will be thoroughly reviewed with City of Dayton officials for their approval prior to publication.

A.9: Consultant shall evaluate the cost of best management practices, such as street sweeping and street sweeping equipment purchases, as required expenses within the storm water budget.

A.10 (Optional): The impervious area data used by the City to determine storm water utility bills was developed approximately 20 years ago when the City implemented its storm water utility and that the City’s impervious area is updated on a regular basis. The City is investigating using updated aerial photography with post processing to automatically detect impervious areas. Existing Aerial Imagery and LiDAR datasets are available. The Aerial Imagery collection

occurred in 2016 with a color 4-band, 3-inch pixel resolution and the spatial accuracy of 1"=50' planimetric mapping scale. The LiDAR data collection occurred in 2016 with a 0.7-meter density. Consultant shall provide remote sensing services for the entire area of the City within the City of Dayton Corporate boundary which is approximately 56.4 square miles. This optional task will be completed at the written request of the City.

TASK B – COST OF SERVICE ALLOCATIONS FOR FIVE YEAR PERIOD

Scope of Work Elements B.1, B.2, B.3, B.4

Consultant shall review the linked Excel tables included in the July 2002 Tetra Tech Dayton, Ohio Storm Water Utility Rate Study. Consultant shall determine which tables can be retained (format-wise) for these scope elements, which ones need to be modified and which new ones will be required. Consultant shall work with City staff to determine which departments/staff will provide the necessary area and budget data.

B.1: Consultant shall utilize revenue requirements for each year of the study period determined in Task A to the functional classifications. For example, functional classifications might include administration, regulatory compliance, operation and maintenance, and capital improvements. The City is considering to recover the cost of some of one or more of these classifications on a flat rate basis (being a fixed amount billed to every customer, residential and non-residential, every month) with the remaining classifications recovered by an area-based charge. On the other hand the City is also considering to recover all functional classifications based on area.

B.2: Consultant shall estimate the relative responsibility of the various classes of customers to recovering their share of the cost of the storm water program. If the City decides to maintain an approach where all storm water bills are based solely on impervious area, then the relative responsibility will be proportional to each classes' relative impervious area. If a fixed bill component is introduced, then the relative responsibility for recovering those billing expenses would be calculated on the basis of the number of bills per year issued to each customer class.

B.3: Consultant shall distribute the costs of service by functional components calculated in B.2 to customer classes on the basis of the relative responsibility of each class for the storm water service provided to it.

B.4: Using the results shown in task element A.1 described above, consultant shall estimate the revenue under the existing schedule of rates anticipated from each customer class. Consultant shall then determine what the revenue needs to be from each customer class based on the projected cost of service to calculate a percentage adjustment for each customer class for each year of the study period.

TASK C – STORM WATER SERVICE CHARGE DESIGN FOR FIVE YEAR PERIOD

Scope of Work Elements C.1, C.2, C.3, C.4

C.1: Consultant shall prepare Excel tables of projected storm water rates for each year of the study period that will recover storm water expenses from each customer class. The capital portion of the rates will be separately identified and will be prepared based on several capital investment scenarios. The capital investment scenarios will be supplied by Dayton Water Department.

C.2: Consultant shall design alternative schedules of storm water rates that will recover expenses in a fair and equitable manner from all customer groups. For example, as mentioned in B.1 above, consultant shall present an approach that incorporates a fixed charge for all users to recover expenses that are not tied to impervious area for residential customers.

C.3: Consultant shall compare typical bills under the current rate schedule to typical bills under the proposed, and proposed alternative, rate schedules. Consultant shall include in this comparison the following customer types:

Residential: The current annual \$65.58 Direct Contributor bill will be compared to proposed the fixed rate residential bill based on updated financial and billable impervious area projections for each year of the study period.

Non-Residential: Consultant shall compare annual bills based on the current Direct Contributor \$0.0340 per square foot of impervious area to bills based on the proposed rate for each year of the study period, under several alternative capital investment options.

C.4: Consultant shall analyze developing fees for non-storm water discharges from buildings currently discharging to the MS4. This item was reviewed the 2002 storm water utility rate study and the conclusion, as follows, will be investigated as part of this study: *“City staff estimate that there are several hundred connections that discharge non-storm water, which includes heating, ventilating and cooling (HVAC) water and groundwater, to the storm sewer system. This number increases each year as new facilities are constructed. These connections were once charged a one-time special privilege permit fee of \$200. After the storm water utility was implemented, the special privilege fee was discontinued. There is limited data on the connections made via the special privilege fee, as such there is no real tracking system in place to notify these customers to stop discharging to the storm sewer system during high river levels. Such administrative costs are not included in the current storm water system budget.*

It is recommended that the City establish an annual administrative flat rate charge to monitor each connection. This will allow City staff to track non-storm water discharges and to notify these facilities to shut off these discharges when the river is high. Based on projected administrative costs, an initial charge of \$100 per year should be adequate to recover the costs involved. It is anticipated that City staff would keep track of these monitoring expenses in order to calculate future administration rate adjustments.”

TASK D – DELIVERABLES

Scope of Work Elements D.1, D.2, D.3

D.1: Present findings: Consultant shall prepare a draft PowerPoint for review and approval by City staff. Upon approval Consultant shall prepare a final PowerPoint and refer to it during three (maximum) meetings with citizens either at City commission meetings or with other designated groups.

D.2: Prepare report: Consultant shall prepare for the City’s review five copies of a draft report incorporating findings, conclusions, and recommendations for projected storm water rates for each year of the study period. Consultant shall prepare a final report incorporating the City’s review comments and deliver five copies of the final report and one digital copy on electronic media.

D.3: Consultant shall prepare an Excel model and Training Manual: The linked Excel model

spreadsheets, which are referred to as a *SmartRate* model, will be delivered to the City for the City's unlimited, unrestricted future use. The linked spreadsheets will be an Appendix to the final report described in element D.2. Consultant shall also prepare a step-by-step training manual in the use of the Excel model.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

City: City of Dayton, Ohio
Project: Storm Water Rate Study
Engineer: Tetra Tech, Inc.

COMPENSATION

1. The total "Not-To-Exceed" fee for performance of the Scope of Services, as outlined in Attachment A to this Agreement, is \$166,750.00. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses, plus a supplemental services allowance in the amount of \$15,200.00. All supplemental services shall be billed in accordance with the terms of Article 3. Such direct expenses include:
 - a. Travel, subsistence, and incidental costs.
 - b. Use of motor vehicles on a monthly rental basis for assigned vehicles and on a mileage basis or rental cost basis for vehicles used for short periods.
 - c. Telegraph costs, long distance telephone costs, and Project "onsite" telephone costs.
 - d. Reproduction of reports.
 - e. Postage and shipping charges for Project-related materials.
 - f. Computer time charges, including program use charges.
 - g. Rental charges for use of equipment, including equipment owned by the Consultant.

The "Not-To-Exceed" fee of \$166,750.00 broken down as follows:

Task A – Revenue Requirements, subtasks A.1 to A.9	\$48,150.00
Task A – Revenue Requirements, subtask A.10 (Optional)	\$58,050.00
Task B – Cost of Service Allocations	\$3,000.00
Task C – Storm Water Service Charge Design	\$3,750.00
Task D – Deliverables	\$38,600.00
<u>Supplemental Services Allowance</u>	<u>\$15,200.00</u>
TOTAL FEE	\$166,750.00

The City reserves the right to add supplemental services covered under section 3 and any charges applicable to the supplemental services allowance must be approved in writing by the City and Consultant.

The total "billing limits" shall not exceed \$166,750.00 without further written authorization from the City.

2. The following are expenses that are not included in the lump sum fee set forth in Section 1:
 - a. Charges of special consultants requested or authorized by the City.
 - b. Special insurance coverage required by the City, including the cost of naming the City as an additional insured.
 - c. Local taxes or fees applicable to the consulting work or payment therefore.
 - d. Cost of acquiring any other materials or services specifically for and applicable to only this Project.

3. Supplemental Services. A lump sum amount shall be determined for each supplemental service. Each item of supplemental services shall be specifically authorized by the City, and a maximum billing limit shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further written authorization by City. Additional amounts for supplemental services may be authorized by City, if necessary, as the work progresses.
4. The City shall remit payment to Consultant within thirty (30) days from receipt of a monthly invoice detailing the Services rendered and the percent complete of the scope of services described in Attachment A. All invoices for non-lump sum, reimbursable type payments shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents pertaining in whole or in part to the performance of the Services and shall be clearly identified and readily accessible to City. However, Consultant does not have to furnish such supporting documentation with its invoice, unless requested by the City.
5. Consultant shall keep its records related to the matters covered by this Agreement in compliance and conformity with generally accepted accounting practices. At any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to the City all of its records with respect to all matters covered herein, and will permit the City, at its expense, to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data pertaining in whole or part to matters covered within this Agreement. In performing any independent audit, Consultant shall require the auditor to reasonably comply with all applicable City rules and regulations governing such procedures.



City Manager's Report

6.

From **3420- Water/Water Engineering**

Date **November 16, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$1,355,679.86 (thru 8/2018)**

Name **L.J. DeWeese Co., Inc.**

Address **3616 Tipp Cowlesville Rd.
Tipp City, Ohio 45371**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Capital Fund (Debt)	53806-3445-1424-54-WF1602	\$1,344,004.86
2016 Infrastructure Improvements	49601-6450-1424-54	\$11,675.00

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

Description

VALLEY STREET WATER MAIN IMPROVEMENTS
(10% MBE, 5% WBE GOAL / 10.89% MBE, 5% WBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with L.J. DeWeese Co., Inc., in the amount of \$1,355,679.86 for the Valley Street Water Main Improvements project. This amount includes the base bid of \$1,216,072.60, Alternate No. 1 - Contingency Allowance for \$121,607.26 (10% of the base bid) and Alternate No. 2 – Cold Weather Temporary Pavement for \$18,000.00. This project consists of the construction of new water mains in Valley Street from Rita Street to St. Adalbert Avenue. Work includes installation of pipe and fittings, gate valves, fire hydrants, and doing other work incidental thereto.

Seven bids were received for this project on October 6, 2016. After evaluating the bids, L.J. DeWeese Co., Inc.'s bid was determined to be the lowest. The estimated cost for the project (including Alternate No. 1 - Contingency Allowance and Alternate No. - 2 Cold Weather Temporary Pavement) was \$1,550,000.00. The time of completion is 240 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is August 31, 2018.

This project is being funded using 2016 Water Capital Fund (Debt) and 2016 Infrastructure Improvements Fund. This project supports the Asset Management Capital Reinvestment Program by replacing existing water mains to improve performance of the water distribution system. This project was identified in the 2007 Master Plan.

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

Division _____

Department _____

City Manager _____

Signatures/Approval

Approved by City Commission

Clerk _____

Date _____

DAYTON, OHIO
DEPARTMENT OF WATER

PROPOSAL TABULATION FOR:
VALLEY STREET WATER MAIN
IMPROVEMENTS (10% MBE, 5% WBE
PARTICIPATION)

Bid Opening Date:	Engineer's Estimate:¹	Estimated Time of Completion:
<u>October 6, 2016</u>	<u>\$1,550,000.00</u>	<u>240 Calendar Days</u>

<u>Bidders</u>	<u>Actual Amount¹ of Bid</u>	<u>Adjustment for Work Days</u>	<u>Adjustment for Comparison Purposes Only</u>
<u>*LJ Deweese</u>	<u>\$1,355,679.86</u>	<u>\$0.00</u>	<u>\$1,355,679.86</u>
<u>Eagle Bridge Co.</u>	<u>\$1,368,127.36</u>	<u>\$0.00</u>	<u>\$1,368,127.36</u>
<u>Brumbaugh Const</u>	<u>\$1,365,145.80</u>	<u>\$0.00</u>	<u>\$1,365,145.80</u>
<u>CG Construction</u>	<u>\$1,396,417.18</u>	<u>\$0.00</u>	<u>\$1,396,417.18</u>
<u>Double Jay</u>	<u>\$1,446,760.00</u>	<u>\$0.00</u>	<u>\$1,446,760.00</u>
<u>Adleta</u>	<u>\$1,506,210.71</u>	<u>\$0.00</u>	<u>\$1,506,210.71</u>
<u>Fryman-Kuck</u>	<u>\$1,806,451.25</u>	<u>\$0.00</u>	<u>\$1,806,451.25</u>

*** RECOMMENDED FOR AWARD**

¹ includes Base Bid, Alternate No. 1 - Contingency Allowance, and Alternate No. 2 - Cold Weather Temporary Pavement.



MEMORANDUM

October 26, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Valley Street Water Main Improvements (10% MBE & 5% WBE Participation)**

The apparent low bidder, L. J. DeWeese Co., Inc., submitted a bid utilizing two certified contractors to meet the participation goals. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is as follows:

	PERCENTAGE OF PARTICIPATION
1. L. J. DeWeese Co., Inc.	
A. MINORITY BUSINESS ENTERPRISE W.C. Jones Asphalt Paving Co. Inc.	10.89%
B. WOMEN BUSINESS ENTERPRISE Brahan, LLC	5.00%
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	<hr/> 10.89% MBE 5.00% WBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact RoShawn Winburn at 333-1439.

NOTE TO CONTRACTORS:

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

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

Bid Form

Valley Street Improvements
Water Main

Bidder

L.J. DeWeese Co., Inc.
3616 Tipp Cowlesville Rd.
Tipp City, Ohio 45371

ADDENDUM NO. 1

**VALLEY STREET WATER MAIN IMPROVEMENTS
10% MBE, 5% WBE PARTICIPATION GOAL**

October 3, 2016

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No. 1 includes:

- This page: AD1-1
- Revised Bid Form Page 3d and Page 4

Bid Form

- Alternate No. 2 has been added for Cold Weather Temporary Pavement

Rec'd

**L.J. DeWeese Co., Inc.
3616 Tipp-Cowlesville Rd.
Tipp City, Ohio 45371**

BID FORM

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

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

VALLEY STREET WATER MAIN IMPROVEMENTS

(10% MBE AND 5% WBE PARTICIPATION)

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

VALLEY STREET WATER MAIN IMPROVEMENTS
(10% MBE AND 5% WBE PARTICIPATION)

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
202	Grinding Existing Pavement	250	S.Y.	<u>27.50</u>	<u>6,875.-</u>
305	Concrete Base, (ODOT 499 Class FS)	4675	S.Y.	<u>38.-</u>	<u>177,650.-</u>
407	Tack Coat, 0.1 Gal Per S.Y.	470	GAL	<u>11.-</u>	<u>5,170.-</u>
442 ODOT	Superpave Asphalt Concrete	810	TONS	<u>160.-</u>	<u>129,600.-</u>
452	Plain Concrete Pavement (ODOT 499 Class MS)	30	S.Y.	<u>38.-</u>	<u>1,140.-</u>
608	Concrete Walk	855	S.F.	<u>10.-</u>	<u>8,550.-</u>
609	Barrier Curb	285	L.F.	<u>35.-</u>	<u>9,975.-</u>
614	Maintaining Traffic	1	LUMP	<u>38000.-</u>	<u>38,000.-</u>
615	Low Strength Mortar Backfill Type 1 (No Fly Ash)	4000	C.Y.	<u>30.-</u>	<u>120,000.-</u>
623	Construction Layout Stakes	1	LUMP	<u>5500.-</u>	<u>5,500.-</u>
632	Detector Loop	2	EA.	<u>1400.-</u>	<u>2,800.-</u>
642	Lane Line	150	L.F.	<u>1.80</u>	<u>270.-</u>
642	Centerline	400	L.F.	<u>1.85</u>	<u>740.-</u>
642	Channel Line	200	L.F.	<u>2.35</u>	<u>470.-</u>
642	Stop Bar	100	L.F.	<u>4.25</u>	<u>425.-</u>
653	Topsoil Furnished and Placed, 4"	15	C.Y.	<u>100.-</u>	<u>1,500.-</u>
659	Seeding and Mulching (Hydro-Seed)	40	S.Y.	<u>15.-</u>	<u>600.-</u>

Bid Form (Continued)

VALLEY STREET WATER MAIN IMPROVEMENTS
(10% MBE AND 5% WBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
810	Street Cut Permit	1	LUMP	\$ 7,257.60	\$ 7,257.60
810	Excavation and Backfill for 4" Water Pipe with Structural Backfill	20	L.F.	50.-	1,000.-
810	Excavation and Backfill for 6" Water Pipe with Structural Backfill	185	L.F.	50.-	9,250.-
810	Excavation and Backfill for 8" Water Pipe with Structural Backfill	110	L.F.	50.-	5,500.-
810	Excavation and Backfill for 12" Water Pipe with Structural Backfill	4315	L.F.	55.-	237,325.-
824	4" Ductile Iron Water Pipe and Fittings	20	L.F.	50.-	1,000.-
824	6" Ductile Iron Water Pipe and Fittings	185	L.F.	50.-	9,250.-
824	8" Ductile Iron Water Pipe and Fittings	110	L.F.	50.-	5,500.-
824	12" Ductile Iron Water Pipe and Fittings	4315	L.F.	55.-	237,325.-
837	Abandoned, Special (Water Valves)	10	EA.	350.-	3,500.-
840	4" Gate Valve and Appurtenances	1	EA.	700.-	700.-
840	6" Gate Valve and Appurtenances	9	EA.	900.-	8,100.-
840	8" Gate Valve and Appurtenances	5	EA.	1,100.-	5,500.-
840	12" Gate Valve and Appurtenances	11	EA.	2,000.-	22,000.-
843	Fire Hydrant, Installed	9	EA.	3,500.-	31,500.-

VALLEY STREET WATER MAIN IMPROVEMENTS
(10% MBE AND 5% WBE PARTICIPATION)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
843	Fire Hydrant, Removal	5	EA.	<u>450.-</u>	<u>2,250.-</u>
844	6"X6" Water Main Tap	1	EA.	<u>2,000.-</u>	<u>2,000.-</u>
844	8"X8" Water Main Tap	1	EA.	<u>2,000.-</u>	<u>2,000.-</u>
844	12"X12" Water Main Tap	1	EA.	<u>2,500.-</u>	<u>2,500.-</u>
844	16"X12" Water Main Tap	1	EA.	<u>2,500.-</u>	<u>2,500.-</u>
844	24"X12" Water Main Tap	1	EA.	<u>2,500.-</u>	<u>2,500.-</u>
845	Service Replacement, Method "B"	95	EA.	<u>1,100.-</u>	<u>104,500.-</u>
847	Cut and Plug 4" Water Line	1	EA.	<u>550.-</u>	<u>550.-</u>
847	Cut and Plug 6" Water Line	5	EA.	<u>550.-</u>	<u>2,750.-</u>
847	Cut and Plug 8" Water Line	1	EA.	<u>550.-</u>	<u>550.-</u>
TOTAL BASE BID				<u>\$1,216,072.⁶⁰</u>	

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

ALTERNATE NO. 1
CONTINGENCY ALLOWANCE

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-1	Contingency Allowance (Shall equal 10% of the Contractor’s Total Base Bid)	1	LUMP	<u>121,607.²⁶</u>	<u>121,607.²⁶</u>
TOTAL ALTERNATE NO. 1				<u>\$ 121,607.²⁶</u>	

ALTERNATE NO. 2
COLD WEATHER TEMPORARY PAVEMENT

This Alternate is for the cost for the Contractor to make pavement repairs with Cold Weather Temporary Pavement when hot asphalt is not available. This work will be performed as directed by the Engineer. Cold Weather Temporary Pavement shall be according to section 9 of the City of Dayton Department of Public Works Rules and Regulations for Making Openings in a Public Way (Latest Edition). This item shall include the plastic sheet, temporary pavement, removal and other items incidental thereto.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
A-2	Cold Weather Temporary Pavement	1000	S.Y.	<u>18.-</u>	<u>18,000.-</u>
TOTAL ALTERNATE NO. 2				<u>\$ 18,000.-</u>	

VALLEY STREET WATER MAIN IMPROVEMENTS
10% MBE, 5% WBE PARTICIPATION GOAL

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>550,000.-</u>	\$ <u>666,072.⁶⁰</u>	\$ <u>1,216,072.⁶⁰</u>
TOTAL ALT. NO 1 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>121,607.²⁶</u>	\$ <u>121,607.²⁶</u>
TOTAL ALT. NO 2 (Cold Weather Temporary Pavement)	\$ <u>8,000.-</u>	\$ <u>10,000.-</u>	\$ <u>18,000.-</u>

The time of completion fixed by the City is 240 Calendar Days.

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

NAME	ADDRESS
<u>No person or party other than the bidder</u>	
<u>is interested in this Bid.</u>	

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO _____

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

Bidder is .

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

L.J. DeWeese Co. Inc.

Ohio

Jeremy Hesch, Vice-President

3616 Sipp Conoverville Rd, Sipp City, Ohio 45371

Same

Telephone 937-440-1736

Fax 937-440-0745

E-mail kldilbone@yahoo.com

Federal I.D.# 31-0602186

Dated this 6 day of October, 2016

Bidder: L.J. DeWeese Co. Inc.

(Person, Firm, or Corporation)

By:

Title: Vice-president

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars
on _____ Bank
of _____ is Attached.

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

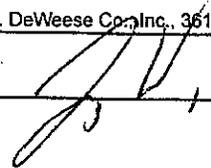
Amount \$ 10% of Total Bid

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

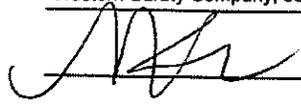
The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, L.J. DeWeese Co., Inc., 3616 S. Tipp Cowelsville Rd., Tipp City, OH 45371 named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio, this 6th day of October, 2016.

L.J. DeWeese Co., Inc., 3616 Cowelsville Rd., Tipp City, OH 45371

, V.P. L.J.D.
Bidder

Western Surety Company, 333 S. Wabash Ave., Chicago, IL 60604

 Mark Arnold, Attorney-In-Fact
Surety

Arnold Insurance Agency, Inc.
Name of Insurance Agency

1400 Haft Dr., Reynoldsburg, OH 43068
Address of Insurance Agency

Telephone (614)863-0455 FAX (614)863-2474

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Arnold, Rebecca Bryner, Daniell Dahl, Harry J Bound, Brittany Walton, Jason D Daniels, Individually

of Reynoldsburg, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of June, 2016.



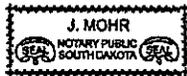
WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of June, 2016, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of October, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/17/2016

Effective 04/02/2016

Expires 04/01/2017

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

WESTERN SURETY COMPANY

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

Section 3929.01 (A)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$1,823,699,967, liabilities in the amount of \$500,361,661, and surplus of at least \$1,323,338,306.

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2015

ASSETS

Bonds	\$	1,694,282,606
Common stocks		24,218,356
Cash, cash equivalents, and short-term investments		25,339,975
Investment income due and accrued		20,596,996
Premiums and considerations		27,577,388
Amounts recoverable from reinsurers		9,329,459
Federal & foreign income taxes recoverable		3,597,963
Net deferred tax asset		16,095,068
Receivable from parent, subsidiaries, and affiliates		1,645,324
Other assets		1,016,832
Total Assets	\$	<u>1,823,699,967</u>

LIABILITIES AND SURPLUS

Losses	\$	214,978,759
Loss adjustment expense		56,382,252
Other expenses		1,040,680
Taxes, License and fees		2,313,346
Unearned premiums		207,378,031
Advance premiums		5,566,599
Ceded reinsurance premiums payable		1,844,830
Provision for reinsurance		681,280
Other liabilities		10,175,884
Total Liabilities	\$	<u>500,361,661</u>

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		<u>1,039,266,469</u>
Surplus as regards policyholders	\$	<u>1,323,338,306</u>
Total Liabilities and Capital	\$	<u>1,823,699,967</u>

I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2015, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

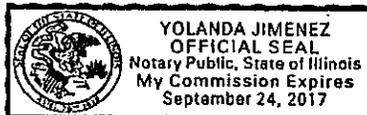


Western Surety Company

By *Troy Wray*
Assistant Vice President

Subscribed and sworn to me this 21st day of March, 2016.

My commission expires:



Yolanda Jimenez
Notary Public

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

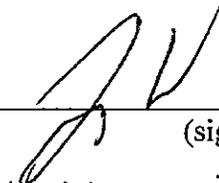
In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General

Ordinances, I, Jeremy Herch hereby certify that _____
(print name – an Officer of the company)

L.S. DeWeese Co, Inc. meets the following Contractor requirements relating
(company)

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

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: 
(signature)

Title: Vice-president

Date: October 6, 2014

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

SRA - medical _____
401(k) - retirement _____

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

U/A _____

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

WC Jones Asphalt Paving, Inc. _____

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

<u>Bratton, LLC</u>	_____
<u>WC Jones Asphalt Paving</u>	_____
_____	_____
_____	_____
_____	_____

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

STATE OF OHIO,
COUNTY OF Milami, ss:

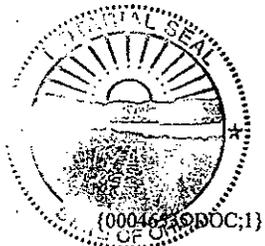
Jeremy Herch being duly sworn, deposes and states as follows:

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

By: [Signature]
Title: Vice-President

STATE OF OHIO,
COUNTY OF Milami, ss:

Sworn to before me and subscribe in my presence by Jeremy Herch
this 6 day of Oct., 2016.



KRISTEN L DILBONE
Notary Public
In and for the State of Ohio
My Commission Expires
January 20, 2017

Kristen Dilbone
Notary Public

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Valley Street Water Main Improv. Dayton Ohio
NAME LOCATION

During the performance of this contract:

L. J. Dewese Co Inc. 3616 Sipp Cowlesville Rd. 937-440-1736
CONTRACTOR ADDRESS TELEPHONE / FAX
Jupp City, Ohio 45371 937-440-0745 fax

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

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

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

1. **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in <u>Percentage Terms</u>
From 1/1/76 to Present	10.6% - 11.8%
	Goals of Female Worker Utilization Expressed in <u>Percentage Terms</u>
From 4/1/80 to Present	6.9%

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

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

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

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

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

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

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

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

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

- d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

3. Nothing herein is intended to relieve any contractor during the term of this project from compliance with The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.

Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

H.J. DeWeese Co Inc certifies that:

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

- Cement mason
- laborers
- operators
- _____
- _____
- _____

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

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

SIGN:

[Signature], V.P. L.J.D.
(Signature of Authorized Representative of Bidder)

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

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

Project Name:

Valley Street Water Main Improvements

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

Please Check One						Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
Certified Business Firm Name: <u>W.C. Jones Asphalt Paving, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Asphalt	
Tax I.D. Number: <u>31-0955590</u>							
Street Address: <u>905 S. Broadway St.</u>							
City/State/ Zip Code: <u>Dayton, Ohio 45417</u>							
Phone (area code/#): <u>937-313-4695</u>	E-mail: <u>wcjonesasphalt@sbcglobal.net</u>						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$1,216,072.60</u>				Total \$ to subcontract: <u>\$132,450.-</u>	Total % subcontract: <u>10.89%</u>		
PRIME CONTRACTOR'S REPRESENTATIVE							
Print Name: <u>Jeremy Hesch</u>				Street Address: <u>3616 Sipp Lowville Rd.</u>			
Sign Name: <u>[Signature]</u>	V.P. L.O.D.			City/State/Zip: <u>Sipp City, Ohio 45371</u>			

Project Name:

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

Valley Street Water Main Improvements

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

		Please Check One				Type of Service or Supply to be Provided	Type of Construction Work to be Performed
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
Certified Business Firm Name: <u>Brahan, LLC</u> Tax I.D. Number: <u>27-2019673</u> Street Address: <u>6423 Woodgate Way</u> City/State/ Zip Code: <u>Liberty Twp, Ohio 45044</u> Phone (area code/##): <u>513-706-0492</u> E-mail: <u>crissy@bra-han.com</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Mat'l Supplier</u>	<u>Counted @ 60%</u>	
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: <u>\$1,216,072.60</u>		Total \$ to subcontract: <u>\$101,500-</u>		Total % subcontract: <u>5%</u>			
PRIME CONTRACTOR'S REPRESENTATIVE							
Print Name: <u>Jeremy Arch</u>				Street Address: <u>3166 Supp Lewisville Rd.</u>			
Sign Name: <u>[Signature]</u>				City/State/Zip: <u>Supp City, Ohio 45371</u>			

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ Participation Goal (list only one): _____

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

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

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ Participation Goal (list only one): _____

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

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



City Manager's Report

From **3420 - Water/Water Engineering**

Date **November 16, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$885,168.00 (thru 7/2018)**

Name **Peterson Construction Company**

Address **18817 SR 501 North
Wapakoneta, OH 45895**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Storm Capital Fund (Cash)	58003-3445-1424-54-ST1403	\$885,168.00

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

Description

KEOWEE STREET PUMP STATION REHABILITATION
(15% MBE GOAL/15.20% MBE ACHIEVED)

The Department of Water requests permission to enter into a Contract with Peterson Construction Company in the amount of \$885,168.00 for the Keowee Street Pump Station Rehabilitation project. This amount includes the base bid of \$757,000.00, Alternate No. 1 - Additional Paving at Pump Station for \$52,468.00, and Alternate No. 2 - Contingency Allowance (10% of the base bid) for \$75,700.00. This project consists of the removal and replacement of three submersible pumps, including all electrical work; rehabilitation of the existing pump station building, including roof repair; installation of replacement catch basins; and other work necessary to complete the project, including site work. Bypass pumping during construction will be necessary.

One bid for this project was received on October 6, 2016. After evaluation, Peterson Construction Company's bid was recommended. The estimated cost for the project (including Alternates No. 1 & No. 2) was \$1,100,000.00. The time for contract completion is 240 calendar days following the date set forth in the Notice to Proceed. The expiration date identified on the Certificate of Funds is July 31, 2018.

This project is being funded using the 2016 Storm Capital Fund (cash). This project supports the Asset Management Capital Reinvestment Program by improving/rehabilitating existing storm pump stations with a recent history of failure.

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

Signatures/Approval

Approved by City Commission

Division _____

Clerk _____

Department _____

Date _____

City Manager _____



MEMORANDUM

October 21, 2016

TO: Frederick Stovall, Director
Department of Public Works

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

SUBJECT: **Keowee Pump Station Rehabilitation (15% MBE Participation) project**

The apparent low bidder, Peterson Construction Company, submitted a bid utilizing one certified contractor to meet the participation goals. The HRC contract compliance analysis of the bids submitted verified the company is an approved bidder in the City of Dayton Affirmative Action Assurance program and that the authorized representative signed the Contractor's Certification to indicate fair hiring practices. The recommended company to receive the aforementioned construction award is as follows:

	PERCENTAGE OF PARTICIPATION
1. Peterson Construction Company	
A. MINORITY BUSINESS ENTERPRISE Ebony Construction	15.20%
B. WOMEN BUSINESS ENTERPRISE	
C. SMALL BUSINESS ENTERPRISE	
D. DAYTON LOCAL SMALL BUSINESS	
E. DISADVANTAGED BUSINESS ENTERPRISE	
F. HUD SECTION 3 BUSINESS ENTERPRISE	
	<hr/> 15.20% MBE

The attached participation verification letters should be included with the contract agreement. Contract Compliance will include meeting verified participation and minimal worker utilization goals as stated in the Affirmative Action Program Equal Employment Opportunity form certified in the bid submission. If you have any questions or need additional information please contact Roshawn Winburn at 333-1439.

NOTE TO CONTRACTORS:

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

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid Form

Keowee Street Pump Station Rehabilitation

15% MBE Participation

Bidder

Peterson Construction Company

18817 SR 501 North

Wapakoneta, OH 45895

ADDENDUM NO. 2

KEOWEE STREET PUMP STATION REHABILITATION 15% MBE PARTICIPATION

October 3, 2016

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No.2 includes:

- This page: AD#-2
1. In specification section 16500 Lighting there is a Fixture Type C listed but none are shown on the drawings. Where these intended to be used to replace the Wet Well light fixtures and if so how many are required?
Five (5) Type C fixtures are required in the wetwell, to replace the existing fixtures.
 2. I am not sure there is a way to wire the manual transfer switch in as shown on the one line diagram, so my question is should the manual transfer switch be rated for service entrance use and wired ahead of the existing main breaker?
This alternate wiring method would be acceptable.
 3. The existing (3) main pumps being replaced are 30 HP and the new ones are 40 HP, will the starters in the Motor Control Center need to be upgraded?
Yes, as they would be used to start the pumps if the VFD's had a fault.
 4. Is there a particular company that maintains the SCADA System and if so do you have contact information for them?
The City of Dayton mainiains the SCADA system.
 5. I see that in the plan sheets you have included drawing for the original Peerless pumps. What was the reasoning for this? Are you considering an alternate to repair or replace with like kind?
No altenate is being considered. The Peerless pumps are shown as what is existing.

BID FORM

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

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

KEOWEE STREET PUMP STATION REHABILITATION

(15% MBE PARTICIPATION)

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

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
<u>Demolition</u>					
202	Remove Catchbasin	2	EACH	300.00	600.00
SPEC	Pipe Jetting (12")	357	FT	10.00	3,570.00
SPEC	Pipe Jetting (24")	126	FT	20.00	2,520.00
SPEC	Pipe Jetting (30")	422	FT	30.00	12,660.00
<u>Erosion Control</u>					
659	Seeding & Mulching	1180	SY	1.00	1,180.00
<u>Earthwork</u>					
SPEC	Haul Saturated Soils, Off-Site	2	CY	10.00	20.00
SPEC	Excavate Saturated Soils	8	CY	5.00	40.00
<u>Storm Sewer</u>					
831	Catch Basin 2-3	1	EACH	1,200.00	1,200.00
831	Catch Basin 2-4	1	EACH	1,500.00	1,500.00
SPEC	>=21" Video Tape Installed Sewers	905	FT	1.00	905.00
SPEC	Existing Wetwell Cleaning	1	LS	3,000.00	3,000.00

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QUANT.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL \$</u>
<u>Paving & Roadway</u>					
614	Maintenance of Traffic	1	LS	5,000.00	5,000.00
401	Asphalt Binder Course, 2 1/4" Thick	2	SY	42.00	84.00
401	Asphalt Wearing Course, 1-1/2" Thick	2	SY	36.00	72.00
304	Aggregate Base Course (8" Depth)	2	SY	8.00	16.00
<u>Pump Station</u>					
SPEC	Bypass Pumping	1	LS	20,000.00	20,000.00
SPEC	Pump Station Demolition	1	LS	30,000.00	30,000.00
SPEC	Submersible Pumps	3	EACH	<u>134,000</u>	754,000 <u>402,000</u>
SPEC	Wetwell dewatering pump & Discharge Piping	1	LS	9,000.00	9,000.00
SPEC	Concrete work in Wetwell	1	LS	12,000.00	12,000.00
SPEC	New Discharge Piping	1	LS	36,000.00	36,000.00
SPEC	New Pump Control panel w/ VFDs	1	LS	<u>50,000</u>	<u>50,000</u>
SPEC	New monorail w/ trolley hoist	1	LS	10,000.00	10,000.00
SPEC	Floor Modifications/New Pump Removal Hatches	1	LS	3,000.00	3,000.00

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
SPEC	Roof Hatch Removal w/ Ceiling/Roof Repair	1	LS	4,000.00	4,000.00
SPEC	Tile Floor Removal & Floor Finishing	1	LS	3,000.00	3,000.00
SPEC	Suction Pipe w/ Quick Disconnect for Bypass	1	LS	9,000.00	9,000.00
SPEC	Add building ventilation	1	LS	4,000.00	4,000.00
SPEC	Manual Transfer Switch & Port. Generator Connection	1	LS	10,000.00	10,000.00
SPEC	Level Transducers w/ Stilling Well	1	LS	3,000.00	3,000.00
SPEC	Electrical Work	1	LS	<u>119,633</u>	<u>119,633</u>

TOTAL BASE BID \$ 757,000

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

ALTERNATE NO. 1
ADDITIONAL PAVING AT PUMP STATION

This Alternate is for the additional cost for the Contractor to pave additional area surrounding the existing pump station. Paving will include the removal/replacement of existing pavement and expanding the pavement area. Installation of new bollards is included.

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	TOTAL \$
202	Remove Asphalt Paving	31	CY	30.00	930.00
207	Temp Erosion Control	1	LS	200.00	200.00
SPEC	Haul, off-site	31	CY	30.00	930.00
SPEC	Fine Grade for Pavement	3620	SF	1.00	3,620.00
SPEC	Steel Bollard	12	EACH	750.00	9,000.00
401	Asphalt Binder Course, 2 1/4" Thick	402	SY	42.00	16,884.00
401	Asphalt Wearing Course, 1-1/2" Thick	402	SY	36.00	14,472.00
304	Aggregate Base Course (8" Depth)	402	SY	8.00	3,216.00
304	Aggregate Base Course (8" Depth)	402	SY	8.00	3,216.00
TOTAL ALTERNATE NO. 1				\$ 52,468.00	

ALTERNATE NO. 2
CONTINGENCY ALLOWANCE

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

<u>ITEM</u>	<u>EST.</u>	<u>UNIT</u>	<u>UNIT</u>	<u>TOTAL \$</u>
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANT.</u>	<u>PRICE</u>	
ALT-2	Contingency Allowance	1	LS	<u>75,700</u>
	(Shall equal 10% of the Contractor’s Total Base Bid)			<u>75,700</u>
TOTAL ALTERNATE NO. 2				<u>\$ 75,700</u>

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

<u>DESCRIPTION</u>	<u>CONSIDERATION FOR MATERIALS</u>	<u>CONSIDERATION FOR OBLIGATIONS</u>	<u>TOTAL \$</u>
TOTAL BASE BID	\$ <u>557,000</u>	\$ <u>200,000</u>	\$ <u>757,000</u>
TOTAL ALT. NO. 1 (Additional Paving at Pump Station)	\$ <u>25,000</u>	\$ <u>27,468</u>	\$ <u>52,468</u>
TOTAL ALT. NO 2 (Contingency Allowance)	\$ <u>- 0 -</u>	\$ <u>75,700</u>	\$ <u>75,700</u>

The time of completion fixed by the City is 240 Calendar Days.

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

NAME

ADDRESS

No person or party other than the bidder is
interested in this Bid.

DISCLOSURE OF LITIGATION

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

RESPONSE: YES _____ NO x

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

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

Peterson Construction Company

Ohio

Donald J. Bergfeld, President

Douglas J. Crusey, Vice President

18817 SR 501 North

Wapakoneta, OH 45895

Telephone 419-941-2233

Fax 419-941-2244

E-mail rknapke@petersonconstructionco.com

Federal I.D.# 34-1342365

Dated this 6 day of October, 2016

Bidder: Peterson Construction Company

(Person, Firm, or Corporation)

By: Donald J. Bergfeld

Title: President

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

_____ Certified Check

_____ Cashier's Check

Amount _____ Dollars
on _____ Bank
of _____ is Attached.

Bidder

Cash in the amount of _____
Dollars is attached.

Bidder

BID BOND

Amount \$ 90,000

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

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Peterson Construction Company, 18817 S.R. 501 N., Wapakoneta, OH 45895-0558

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

Signed and sealed at Dayton, Ohio, this 6th day of October, 2016.

Peterson Construction Company

By: [Signature]

Bidder
Donald J. Bergfeld, President

Ohio Farmers Insurance Company

By: [Signature]

Amy M. Perdue
Surety

Overmyer Hall Associates

Name of Insurance Agency

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Address of Insurance Agency

Telephone 614-453-4400 FAX 614-326-0132

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/17/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3408282 10

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duty organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY R. OVERMYER, AMY M. PERDUE, NANCY SANTHO, JACK KEHL, STEPHANIE M. WHITE, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of APRIL, A.D., 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss:

On this 17th day of APRIL, A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial Seal Affixed



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

State of Ohio County of Medina ss:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of October, A.D., 2016



Frank A. Carrino, Secretary

**Financial
Statement**

December 31, 2015

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

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

December 31, 2015

(in thousands)

Cash, cash equivalents, and short term investments	34,115
Bonds	441,746
Stocks	1,895,260
Real estate	59,350
Agents' balances and uncollected premiums, net	119,814
Other admitted assets	<u>150,788</u>
Total admitted assets	<u>2,701,073</u>
Reserve for unearned premiums	164,212
Reserve for unpaid losses and loss expenses	293,709
Reserve for taxes and other liabilities	<u>248,010</u>
Total liabilities	703,931
Capital stock	0
Surplus	<u>1,997,142</u>
Total surplus	1,997,142
Total liabilities and surplus	<u>2,701,073</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2015.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations



Sworn to before me this 10th day of February A.D. 2016.

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

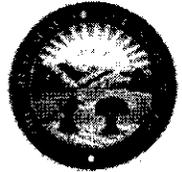
BD5402 B

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

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/29/2016

Effective 07/01/2016

Expires 06/30/2017

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

OHIO FARMERS INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H

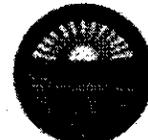
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew- Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$2,701,072,489, liabilities in the amount of \$703,930,939, and surplus of at least \$1,997,141,550.

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

Mary Taylor

Mary Taylor, Lt. Governor/Director



CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)

In accordance with Ordinance No. 30575-06 of the City of Dayton, Ohio Revised Code of General Ordinances, I, Donald J. Bergfeld hereby certify that _____
(print name – an Officer of the company)

Peterson Construction Company meets the following Contractor requirements relating
(company)

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

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: _____

(signature)

Title: Donald J. Bergfeld, President

Date: October 6, 2016

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 3)

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

See Carpenter's Local 104 Contract

See Laborer's Local 1410 Contract

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

Per the Carpenter's Local 104 Apprentice Program

Per the Laborer's Local 1410 Apprentice Program

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

Biosource

Wagner Industrial Electric

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 3 of 3)

D. Please provide a list of all minority business enterprises contacted for the purpose of obtaining quotes to perform work for this project.

Tall View Palladium Inc.

Lewaro Construction, Inc

Denny Sand & Gravel

Clark's Excavating

Ebony Construction Co.

W.C. Jones Asphalt Paving

Green Star Trucking Company

Robinson Trucking Company

TNT Trucking

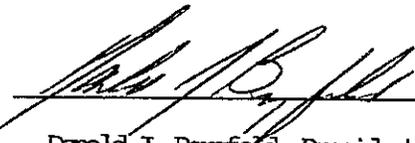
Clemcorp.

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

STATE OF OHIO,
COUNTY OF Auglaize, ss:

Donald J. Bergfeld being duly sworn, deposes and states as follows:

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

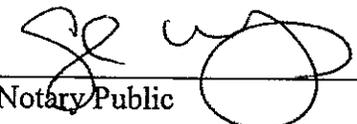
By: 
Title: Donald J. Bergfeld, President

STATE OF OHIO,
COUNTY OF Auglaize, ss:

Sworn to before me and subscribe in my presence by Donald J. Bergfeld
this 6 day of October, 2016.



CHERYL GOETZ
Notary Public, State of Ohio
My Commission Expires 7-30-19


Notary Public

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Keowee Street Pump Station Rehabilitation Dayton, OH
NAME LOCATION

During the performance of this contract:

<u>Peterson Construction Company</u>	<u>18817 SR 501 N., Wapakoneta, OH</u>	<u>419-941-2233/419-941-2244</u>
CONTRACTOR	ADDRESS	TELEPHONE / FAX

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with City Ordinance 24059 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status, and the visible efforts will be at least consistent with, but not limited to the provisions of the Dayton Area Federal Bid Conditions.

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

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

1. **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Clark Counties, OH (herein-after referred to as the Dayton Standard Metropolitan Statistical Area (SMSA)).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in <u>Percentage Terms</u>
From 1/1/76 to Present	10.6% - 11.8%
	Goals of Female Worker Utilization Expressed in <u>Percentage Terms</u>
From 4/1/80 to Present	6.9%

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

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

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

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

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

2. **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:
 - a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
 - b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefor.
 - c) The contractor shall promptly notify the Dayton Human Relations Council when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.

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

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

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

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

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

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

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

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

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

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

3. Nothing herein is intended to relieve any contractor during the term of this project from compliance with The Dayton Area Federal Bid Conditions. Further, it shall be the responsibility of each contractor to comply with all terms, conditions and provisions of the Dayton Area Federal Bid Conditions.

Part II: Contractor's Certification. A contractor will not be eligible for award of a contract under this Invitation to Bid unless such contractor has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Peterson Construction Company

certifies that:

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

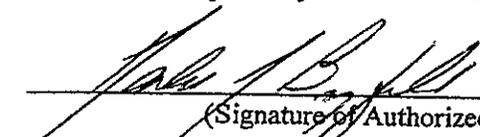
Laborers

Carpenters

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

Donald J. Berofeld, President

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

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

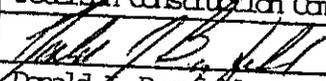
Project Name:

Keewee Street Pump Station Rehabilitation

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

Please Check One					Type of Service or Supply to be Provided	Type of Construction Work to be Performed	
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid	Joint Venture Bid	Supply or Service Subcontract	Construction Subcontract			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Certified Business Firm Name:	Ebony Construction					Construction Subcontract	Utility Work
Tax I.D. Number:	34-1520889						
Street Address:	3510 Centennial Rd.						
City/State/ Zip Code:	Sylvania, OH 43560						
Phone (area code/#):	E-mail: chartman@ebonyco.com						

Total \$ Amount of PRIME CONTRACTOR'S Base Bid: 757,000 Total \$ to subcontract 115,000 Total % subcontract: 15.2

PRIME CONTRACTOR'S REPRESENTATIVE		Street Address	
Print Name:	Peterson Construction Company	18817 SR 501 N.	
Sign Name:			
	Donald J. Bergfeld, President	City/State/Zip	Wapakoneta, OH 45895

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____

Participation Goal (list only one): _____

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

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

ADDENDUM NO. 1

KEOWEE STREET PUMP STATION REHABILITATION 15% MBE PARTICIPATION

September 30, 2016

TO ALL BIDDERS:

This addendum is issued to clarify and/or modify the specifications and contract documents for the titled project. This addendum, including all articles and corrections listed below, shall be taken into account in preparing the "Proposals" and shall become part of the Contract.

All bidders are requested to attach this Addendum to the Bid Form and return to the City. This Addendum No.1 includes:

- These pages: AD#-1 (2 pages)

CHANGES TO SPECIFICATIONS:

1. SECTION 11450 AXIAL PROPELLER PUMPS, page 3/4; Add the following Section:

Pump Control System --

The control system shall include, but is not limited to, the equipment listed below.

1. A three position Hand/Off/Auto selector switch shall be provided for each pump. A position indicating legend shall be provided. The Hand/Off/Auto selector switches shall be mounted on the inner dead front door.
2. A green "Run" pilot indicator light shall be provided for each pump and mounted above the pump selector switches on the inner dead front door.
3. 1 Flygt MINI CAS module shall be provided for each pump to detect leakage and over temperature in the pump. MINI CAS modules shall be mounted on the inner dead front door.
4. Flygt APP 731 controller shall be provided. The controller shall be mounted on the inner dead front door. The controller shall be programmed to monitor voltage, current, power and run time for each pump motor.
5. GFI receptacle, 120 V / 10 Amps, shall be provided and installed on the inner dead front door.
6. Control transformer shall be provided inside control panel for 120 VAC controls power.
7. 12 V DC power supply and UPS system shall be provided inside the control panel for APP controller and level sensing system.
8. Electronic surge suppressor shall be provided for 120 VAC control power.
9. Electronic flashing module shall be provided for alarm light.
10. An hour meter, Eaton 6-T-3H, shall be provided for each pump.
11. Intrinsically safe relays and signal barrier shall be provided for level sensing system.
12. The level sensing system shall provide for the automatic and manual operation and automatic alternation of the pumps to maintain a pumped down condition of the wet well. Furnish and install two (2) Flygt Model LTU 701 submersible level transmitters or approved equal in separate 6" PVC stilling wells in the pump station wetwell. Stilling wells shall be securely fastened to the concrete wall with stainless steel clamps, threaded rod and fasteners.

2. SECTION 11450 AXIAL PROPELLER PUMPS, page 3/4; Add the following Section:

LIFTING SYSTEM

Each submersible pump shall be furnished with a pump lifting-chain positive-recovery system consisting of the following components:

1. *20 feet of stainless steel lifting chain*, connected to the lifting eye or lifting bail of the submersible pump.
2. A forged "grip-eye" of wrought alloy steel, provided separately to connect to the end of the lifting cable or chain of the pump lifting device.
3. The operation of the pump lifting-chain positive-recovery system shall be as follows:
4. Connect small eye of grip-eye to end of chain or cable of external mechanical of lifting device.
5. Slip top end of chain through large eye of grip-eye.
6. Lower grip-eye to top of pump while maintaining a taut chain.
7. Release tension on chain when grip-eye has reached pump top. Make certain upper end of chain has been secured.
8. Take up tension on cable or chain of lifting device, grip-eye will engage links of short chain and lift pump.
9. Device shall be the same as the "Flygt-Lift" manufactured by ITT Flygt or approved equal.



City Manager's Report

8.

From **6340 - Fire/Strategic Prog & Safety**

Date **November 16, 2016**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$65,000.00 (Thru 6/30/2017)**

Name **Greater Dayton Area Health Information Network (GDAHIN)**

Address **2 River Place, Suite 400, Dayton, Ohio 45405**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
State-Regional Medical Response System	28329-6340-22606-71	\$65,000.00

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

Description

Regional Medical Response System

The Dayton Fire Department requests the attached Contract be approved for the purpose of funding the Dayton area Regional Medical Response System (RMRS).

A Regional Medical Response System coordinates the response to a major biological disaster or similar event that could occur in the city and the region. The funds are used to assist the City of Dayton in providing services and performing work that coordinates efforts of regional partners (Metropolitan Medical Response System, regional hospitals, local health departments, and the Montgomery County Office of Emergency Management). Such work includes the creation of a regional planning concept, refining the Regional Response Plan, and performing exercises which test the efficiency and effectiveness of said plan.

This plan works in conjunction with the Metropolitan Medical Response System (MMRS). Both plans are developed and managed by the Fire Department's Office of Domestic Preparedness.

This contract is for the period of July 1, 2016 through June 30, 2017. This is an ongoing cooperative arrangement between the Dayton Fire Department and the Greater Dayton Area Health Information Network (GDAHIN) supported by annual contracts.

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

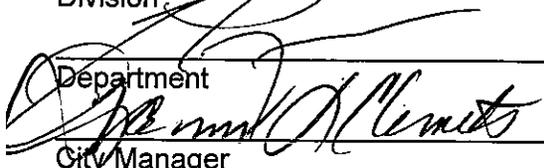
A Certificate of Revenue is attached.



 Division

Signatures/Approval

Approved by City Commission



 Department
 City Manager

Clerk

Date

CERTIFICATE OF REVENUE

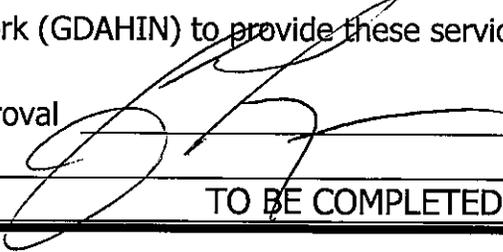
TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Greater Dayton Area Health Information Network (GDAHIN)
Address 2 River Place, Suite 400
City Dayton State Ohio Zip+4 45405 - 0000
Customer # 31-1438763 Add Type/Seq # _____
Federal ID# 31-1438763

Revenue Information: Fund 28329 Orgn 6340 Rev 22606 Prog 71 Actv _____
Contract Information: Contract Start Date July 1, 2016 Contract Expiration Date June 30, 2017

Billing Information: Rate: Not to exceed \$65,000.00 Arrears X Pre-bill _____
Monthly (1st month of billing) _____
Quarterly (1st month of quarter) _____
Semi-annual (1st month of half) _____
Annual (1st month of billing) _____
Other (explain) Upon Request
Rate Change Date TBD Rate Change Amount TBD

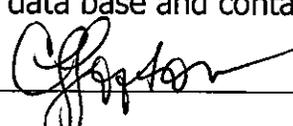
Description of Services (wording on invoice): The Dayton Fire Department has been chosen by the State of Ohio to develop, implement, and manage a Regional Medical Response System (RMRS). RMRS is a plan that coordinates responses to biological disasters or similar events for the City of Dayton and the region. The City of Dayton contracts with the Greater Dayton Area Health Information Network (GDAHIN) to provide these services.

Departmental Approval _____


TO BE COMPLETED BY FINANCE

City Reference Number 13-8763-1 Auditor Verna Brown Date 11/7/16

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 _____


**PERSONAL SERVICE CONTRACT
BY AND BETWEEN
GREATER DAYTON AREA HEALTH INFORMATION NETWORK
A SUBSIDIARY OF THE
GREATER DAYTON AREA HOSPITAL ASSOCIATION
AND
THE CITY OF DAYTON, OHIO**

PREAMBLE

Greater Dayton Area Health Information Network (hereinafter referred to as "**GDAHIN**"), a 501(c)3 subsidiary of the Greater Dayton Area Hospital Association (GDAHA), whose address is 241 Taylor Street, Suite 130, Dayton, Ohio 45402, and the City of Dayton, Ohio (hereinafter referred to as the "**CONTRACTOR**"), whose address is 300 North Main Street, Dayton, OH 45402, hereby enter into this contract. For the purposes of this contract, the term "party" means **GDAHIN** and the **CONTRACTOR** collectively.

WHEREAS, **CONTRACTOR** is engaged in the provision of domestic preparedness in the West Central Planning Region, and

WHEREAS, **GDAHIN** has received grant monies from the Ohio Department of Health (ODH) Project: 05760052RP1016, CFDA 93.074 to act as a regional disaster preparedness coordinating organization for the health care providers in the region to assist these health care providers with preparedness planning, and to fund their preparedness efforts according to state and federal guidelines;

WHEREAS, **GDAHIN** desires to work with **CONTRACTOR** to develop, implement and enhance disaster preparedness plans, protocols and capabilities of first responders;

NOW, THEREFORE, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

**ARTICLE I
Scope of Work and Deliverables**

- A. The **CONTRACTOR** shall:
1. Designate a regional 24-hour 7-day-a-week point of contact for the Regional Medical Response System coordination in order to receive notification for information purposes.

2. Designate a staff person to function as the Regional Medical Response System Coordinator.
- B. The **CONTRACTOR** shall provide the services and perform the work for Regional Medical Response System (“RMRS”) coordination as specified in the following:
1. Instill a regional coalition planning concept. This may be accomplished by creating a culture of relationships and responsibilities necessary to insure continued regional planning and encourage appropriate regional response.
 2. Collaborate with the Metropolitan Medical Response System (MMRS) partner agencies/organizations, public safety agencies, Local Health Departments (LHD’s), county EMA’s, hospitals and other coalition partners across the region to reinforce the objectives underlying regional planning.
 3. Continue coordination of and participation in a Regional Steering Committee, including appropriate subcommittees instituted and operated to accomplish B1 above.
 4. Continue coordination of a Regional Medical Response Planning Committee.
 5. Collaborate with planning partners from Public Safety, Public Health and Health Services sectors in the refinement of response plans.
 6. Collaborate with the regional public health and regional hospital/healthcare coordinators.
 7. Attend or provide representation for conference calls, planning/coordination meetings, and trainings as determined by **GDAHA**, to include attendance and participation in not less than 75% of meetings of the following GDAHA Committees and Subcommittees:
 - GDAHA Domestic Preparedness Committee
 - GDAHA Ethics Consortium
 - GDAHA Communications Committee
 - Security Committee (see #9 below)
 - Greater Montgomery County Fire Chiefs Association
 - Miami Valley Fire/EMS Alliance Communications Committee
 - OHTrac Statewide Implementation Committee
 - Academic Nursing Coalition for Domestic Preparedness (ANCDP)
 - Greater Miami Valley EMS Council
 - FBI Joint Terrorism Task Force Squad 10
 - West Central Ohio Medical Reserve Corps Coordinators Meetings
 8. Test, maintain, and improve the Regional Hospital Notification System for Mass Casualty Incidents (MCI).
 9. Coordinate a Hospital & Healthcare Security during Terrorist Events Committee, and develop appropriate responses to situations such as the secondary attacks on hospitals that occurred during the Mumbai attacks, use of public safety vehicles as vehicle-borne improvised explosive devices (VBIEDs), and active shooter scenarios.

10. Provide assistance during planning, development, and implementation of exercises, as requested, for regional and hospital-based exercises.
 11. Assist with healthcare coordination during actual incidents, such as hospital fires or evacuations, as required.
 12. Continue to monitor worldwide primary and secondary attacks against hospitals such as those that occurred during the Mumbai attacks and more recently in Quetta, Pakistan and Benghazi, Libya, keep the GDAHA Domestic Preparedness Committee apprised of such incidents, and assist with development of plans for prevention and response in our region. Also continue to monitor other threats against hospitals, such as use of public safety vehicles as vehicle-borne improvised explosive devices (VBIEDs), person-borne improvised explosive devices (PBIEDs), and active shooter scenarios.
 13. Continuing to explore potential for direct tie-in of EMS electronic run documentation with area hospital electronic health records (EHR) for both disaster and normal use, and direct an active committee working with a vendor, after research into vendor capabilities.
 14. Work with hospitals on preparations and planning for active shooter events.
 15. Assist with planning for and response to Sheltering of Functional Needs populations.
 16. Continue work on MARCS radio integration planning for public safety communications with hospitals and public health.
- C. **GDAHIN** may, from time to time as it deems appropriate, communicate specific instructions and requests to the **CONTRACTOR** concerning the performance of the work and services described in this contract. Upon such notice and within approximately ten (10) days after receipt of instructions, the **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **GDAHIN**. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work and services described in this contract. They are not intended to amend or alter this contract or any part thereof.
- E. The **CONTRACTOR** shall consult with the **GDAHIN** contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

ARTICLE II Time of Performance

- A. Upon approval by the Director of **GDAHIN** and other appropriate agencies, this contract shall be in effect from July 1, 2016, or upon execution by both parties, whichever is later, through June 30, 2017, unless this contract is suspended or terminated pursuant to **ARTICLE VI** prior to the termination date.

- B. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in **ARTICLE II, Section A**, above.

ARTICLE III
Compensation for Services

- A. In consideration of the services provided pursuant to **ARTICLE I** of this contract, **GDAHIN** agrees to pay maximum compensation at the rate of Sixty-five Thousand Dollars (\$65,000) for services rendered under this contract by the **CONTRACTOR** for the period of July 1, 2016 through June 30, 2017. It is expressly understood by **GDAHIN** and the **CONTRACTOR** that the terms of this contract limit the total compensation for services, travel and miscellaneous expenses to a maximum of \$65,000 for the contract period set forth in **ARTICLE II**. Payments will be made quarterly.
- B. The **CONTRACTOR** shall invoice **GDAHIN** for services the **CONTRACTOR** provides. The **CONTRACTOR** will submit invoicing on a quarterly basis. **GDAHIN** will reimburse the **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due.
- C. **GDAHIN** represents (1) that it has adequate funds to meet its obligations under this contract; (2) that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this contract. However, it is understood by the **CONTRACTOR** that the availability of funds is contingent on availability of grant funds through the Department of Health and Human Service Assistant Secretary of Preparedness and Response (ASPR) as administered by the Ohio Department of Health. If ASPR/ODH fails at any time to continue funding **GDAHIN** for the payments due hereunder, this contract is terminated as of the date funding expires without further obligation of **GDAHIN**.

**ARTICLE IV
Independent Contractor**

- A. No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as **GDAHIN** is interested in the **CONTRACTOR's** end product, **GDAHIN** does not control the manner in which the **CONTRACTOR** performs this contract. **GDAHIN** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code, respectively. In addition, the **CONTRACTOR** assumes responsibility for any tax liabilities that result from compensation paid to the **CONTRACTOR** by **GDAHIN**.

- B. The **CONTRACTOR** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period the **CONTRACTOR** becomes disqualified from conducting business in Ohio, for whatever reason, the **CONTRACTOR** shall immediately notify **GDAHIN** of the disqualification.

**ARTICLE V
Records, Documents and Information**

All records, documents, writings or other information produced or used by the **CONTRACTOR** in the performance of this contract shall be treated according to the following terms:

- A. All **GDAHIN** information which, under the laws of the State of Ohio is classified as public or private, will be treated as such by **CONTRACTOR**. Where there is a question as to whether information is public or private, **GDAHIN** shall make the final determination. The **CONTRACTOR** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The **CONTRACTOR** agrees to be bound by the same standards of confidentiality that apply to the employees of **GDAHIN** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the **CONTRACTOR** for work under this contract.

**ARTICLE VI
Suspension and Termination**

- A. **GDAHIN** may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the **CONTRACTOR**. **GDAHIN** may suspend or

terminate this contract immediately after delivery of written notice to the **CONTRACTOR** if **GDAHIN**:

1. Discovers any illegal conduct on the part of the **CONTRACTOR**;
 2. Is subject to a loss of funding as set forth in **ARTICLE III, Section C**.
- B. The **CONTRACTOR**, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract.
- C. In the event of suspension or termination under this Article, the **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension. **GDAHIN** shall not be liable for any further claims, and the claims submitted by the **CONTRACTOR** shall not exceed the total amount of compensation allowed by this contract.

ARTICLE VII Amendments

This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. Any written amendments to this contract shall be prospective in nature and shall not be effective unless executed by a duly authorized representative for each party. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

ARTICLE VIII Limitation of Liability

- A. The **CONTRACTOR** hereby assumes responsibility for the acts and conduct of its employees and agents in the performance of the services, duties and responsibilities set forth herein. Notwithstanding, the **CONTRACTOR** does not waive any available immunities under the law.
- B. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

**ARTICLE IX
Separability**

This contract shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have executed this contract to indicate their agreement to the above.

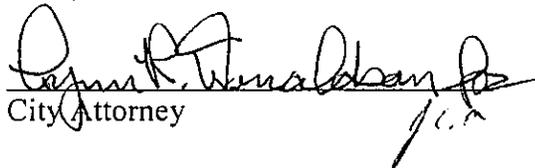
CITY OF DAYTON, OHIO

Date

City Manager
(Fed. Tax I.D. #: 316000165)

**APPROVED AS TO FORM
AND CORRECTNESS:**

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



City Attorney

_____, 2016
Min. / Bk. _____ Pg. _____

Clerk of the Commission

**GREATER DAYTON AREA
HEALTH INFORMATION NETWORK**

10-10-16
Date



Bryan J. Bucklew
President and CEO

05/27/2016



City Manager's Report

9.

From **3410 - Water Director**

Date **November 16, 2016**

Expense Type **Other, (See Description Below)**

Total Amount **\$174,720.00 (thru 12/2019)**

Supplier, Vendor, Company, Individual

Name **Actuate Corporation**

Address **951 Mariners Island Blvd
San Mateo, CA 94404**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2016 Water Technology Fund	53100-3421-1159-54-TF1605	\$45,746.73
2016 Sanitary Technology Fund	55100-3421-1159-54-TF1605	\$113,910.39
2016 Storm Technology Fund	58100-3421-1159-54-TF1605	\$15,062.88

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

Description

**Actuate/Open Text Software Upgrade
Order Schedule**

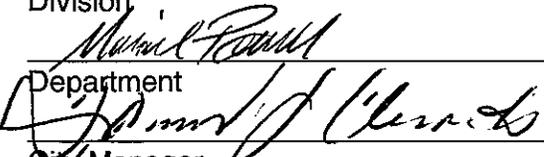
The Department of Water requests permission to enter into an Order Schedule with Actuate Corporation (a wholly owned subsidiary of Open Text Corporation) in the amount of \$174,720.00 to upgrade its current performance management system. The Order Schedule will allow for the upgrade of the Water Department's Business Intelligence and Reporting Technology (BIRT) software. This will enable the Water Department to automate the performance management process as well as develop dashboards to track performance as it relates to the Effective Utility Management framework.

The Order Schedule is being funded using 2016 Water, Sanitary and Storm Technology Funds.

The terms set forth in the Order Schedule begin on December 1, 2016 and will expire on December 1, 2019. Thereafter, the annual maintenance for the software is \$16,800.00.

This upgrade was approved by the Information Technology Governance Board and the Order Schedule has been reviewed by the Law Department as to form and correctness. A Certificate of Funds and a copy of the Order Schedule are attached.

 11/4/2016
Division


Department
City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

Order Schedule

This Order Schedule dated December 1, 2016 ("**Order Effective Date**"), by and between Actuate Corporation (a wholly owned subsidiary of Open Text Corporation and referred to herein as "OT") and City of Dayton ("Licensee"). This Order Schedule is governed by the terms of the *Open Text End User License Agreement* found at www.opentext.com/agreements for the applicable region and all references to EULA will be to this document. All capitalized terms used in this Order Schedule have the meaning given them in the EULA unless otherwise defined in this Order Schedule.

Licensee Name:	City of Dayton, Ohio
Licensee Business Contact and Phone:	David Lawrence 937.333.6287
Licensee Shipping Contact and Phone:	
Shipping Address:	320 West Monument Ave Dayton, OH 45402
Billing Address:	
Authorized Site Address:	
Geographic Territories:	The Software may be used in the following countries: US
Customer PO Number (if applicable):	

OpenText Software Licenses	SKU	QTY	LICENSE MODEL	LICENSE FEE
BIRT Factory for iHub	S-AC-LIC-00345WU	1	Work Unit	\$24,000.00
BIRT online for iHub	S-AC-LIC-00346WU	2	Work Unit	\$12,000.00
Metrics Management for iHub	S-AC-LIC-00381WU	4	Work Unit	\$24,000.00
Dashboards for iHub	S-AC-LIC-00350WU	4	Work Unit	\$24,000.00
Total Software License Fees:				\$84,000.00
Support:				
OpenText Protect Program Fee				\$50,400.00
Cloud License – Licensee hereby orders an Actuate Cloud License, with a perpetual Cloud License term commencing on the Order Effective Date, for the Software reflected in the Table above.				\$40,320.00
Grand Total* (before taxes):				\$174,720.00

*All prices are reflected in U.S. Dollars.

Notes and Conditions:

Maintenance Expiration Date:	Three (3) year following Order Effective Date
Actuate Cloud License Expiration Date:	Perpetual
Payment Terms:	Grand total to be invoiced upon execution of this Order Schedule and paid within thirty days following the invoice date
Taxes:	Not Included
Shipping Information:	FOB Shipping Point

License Model Definitions: Unless otherwise provided for in the EULA, the definitions and descriptions for License Models identified in this Order Schedule are found in the version of the "License Model Schedule" located at www.opentext.com/agreements which is effective as of the Effective Date of this Order Schedule.

Support Terms: The provision of support and maintenance services by OT to the Licensee will be governed by the terms of the then-current version of the OT standard Software Maintenance Program Handbook (a copy of which is available at www.opentext.com/agreements or upon request).

Special Terms: The parties agree to make the following modifications to the EULA for purposes of this Order Schedule only.

1. Section 8.3 of the EULA is silenced and will not apply.
2. In Section 13.6 of the EULA, the "State of Delaware" is deleted in both instances where it is written and replaced in both instances with the "State of Ohio".
3. In Section 13.10 of the EULA, OT agrees to share any press release information mentioning Licensee with Licensee's Department of Public Affairs.
4. Notwithstanding anything to the contrary in the License Model Schedule, if Licensee moves its Software internally, in order to request a new license key, Licensee must be paid up on support and maintenance for the underlying Software.

All other terms and conditions of the EULA shall remain in full force and effect.

Actuate Corporation

Signature: _____

Name: _____

Title: _____

Date: _____

City of Dayton, Ohio

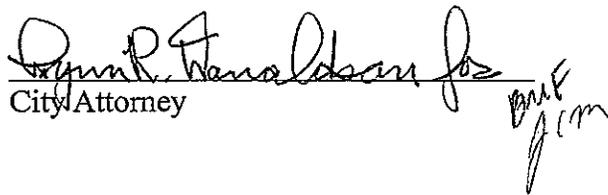
Signature: _____

Name: _____

Title: City Manager

Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**


City Attorney

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

_____, 2016

Min./Bk.: _____ Page: _____

Clerk of the Commission

By.....**Ms. Whaley**.....

No.....**31532-16**.....

AN ORDINANCE

Authorizing the Sale of Certain Real Estate located at 1100 Germantown Street to Nexus Realty, LLC for Economic Development Purposes; and Declaring an Emergency.

WHEREAS, On May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision (“CitiPlan 20/20”), of which land redevelopment, reuse, and revitalization are key components; and,

WHEREAS, Nexus Realty, LLC desires to purchase the City-owned real estate hereinafter described for a future business expansion project; and,

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

WHEREAS, The City Commission finds this sale to be in the public interest, in order to promote economic development, foster job creation and improve the quality of life within the city of Dayton; and,

WHEREAS, In order to complete the transaction 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 an early date; now, therefore,

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

Section 1. That the City Commission hereby accepts Nexus Realty, LLC’s offer to purchase real estate located at 1100 Germantown Street.

Section 2. That the City Manager, or her designee, is hereby authorized to proceed with the sale of the real estate described in the attached Exhibit A to Nexus Realty, LLC, and to execute any and all documents necessary forthwith to facilitate the transfer, including but not limited to the proposed Real Estate Purchase Agreement attached as Exhibit B, or a document substantially similar thereto.

Section 3. That the real estate described above shall be sold for the purposes set forth in the various preambles of this ordinance and for the consideration to be deposited into the following account:

REAL ESTATE DEVELOPMENT ACCOUNT
16304-2600-29601-41
SIX THOUSAND DOLLARS AND ZERO CENTS
(\$6,000.00)

Section 4. 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.

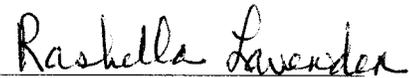
PASSED BY THE COMMISSION **November 16**....., 2016

SIGNED BY THE MAYOR... **November 16**....., 2016



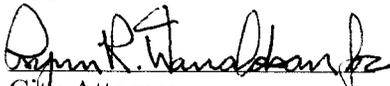
Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney

Exhibit A

1100 Germantown Street

Situate in the State of Ohio, County of Montgomery, and being all of Lot Number 13484 and part of Section 33, Town 2, Range 6 East of the consecutive Lots on the revised plat of the City of Dayton, and as further described in the attached preliminary plat.*

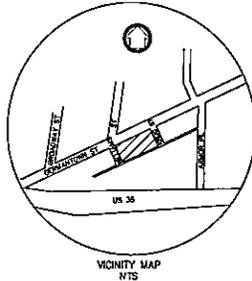
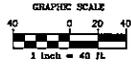
Montgomery County Tax Parcels: R72 09901 0001
R72 09901 0004
R72 09901 0005
R72 09901 0006
R72 09901 0050
R72 09901 0052
R72 09901 0057

Prior Deed References: 1980-00566B012
1983-00377C012
1980-00433E011
1983-00250A006
1980-00433E011
1982-00425B006
1983-00085E009

* The property described herein will not be transferred until the existing lots are consolidated into one parcel with a new record plan, and a new City Lot number is assigned to said property.



BEARING BASIS:
OHIO STATE PLANE, SOUTH ZONE
NAD 83 (2011)



RECORD PLAN

1100 GERMANTOWN STREET

BEING A REPLAT OF
LOT 13484 OF THE REVISED AND CONSECUTIVE
NUMBERS OF LOTS ON THE PLAT OF THE CITY OF DAYTON
AND SECTION 33, TOWN 2, RANGE 6E AND
MONTGOMERY COUNTY, OHIO
0.930 ACRES IN LOTS
0.040 ACRES IN R/W
0.970 ACRES TOTAL
OCTOBER 2016

Prepared By:



DESCRIPTION:
THE WITHIN PLAT IS A REPLAT OF LOT 13484 OF THE REVISED AND CONSECUTIVE NUMBERS OF LOTS ON THE PLAT OF THE CITY OF DAYTON, OHIO AND SECTION 33, TOWN 2, RANGE 6E, AS CONVEYED TO THE CITY OF DAYTON BY DEEDS RECORDED IN DMF 80-566912, 81-224610, 83-377001, 80-433511, 83-250A06 AND 83-085E09 OF THE DEED RECORDS OF SAID COUNTY AND CONTAINING 0.970 ACRES, OF WHICH 0.930 ACRES ARE IN LOTS AND 0.040 ACRES IN R/W

DEDICATION:

WE THE UNDERSIGNED BEING ALL THE OWNERS OF THE LAND BEING SUBDIVIDED DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THIS PLAT TO BE OUR VOLUNTARY ACT AND DEED, AND DO HEREBY DEDICATE THE STREETS AND RESERVE THE EASEMENTS AS SHOWN WITHIN THE PLAT TO THE PUBLIC USE FOREVER, EASEMENTS SHOWN ON THE PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER UTILITY LINES OR SERVICES AND FOR THE EXPRESS PRIVILEGES OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID PURPOSES, AND ARE TO BE MAINTAINED FOREVER.

OWNERS

WITNESS

WITNESS

STATE OF OHIO, S.S.:
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME TO ME KNOWN AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THIS PLAT TO BE THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREBY SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES DATE _____

OWNER'S STATEMENTS:

DATE _____, 2016
STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.

_____, BEING DULY SWORN, SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HER KNOWLEDGE, INTERESTED IN THIS DEDICATION, EITHER AS OWNERS OR LEIHHOLDERS, HAVE UNITED IN ITS EXECUTION

IN TESTIMONY WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND DATE WRITTEN ABOVE

NOTARY PUBLIC

MY COMMISSION EXPIRES DATE _____

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT/SUBDIVISION WAS PREPARED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733.37 STANDARDS FOR SURVEYS AND ALSO CONFORMS TO THE OHIO REVISED CODE CHAPTER 711 FOR RECORD PLANS AND WAS CONDUCTED UNDER MY DIRECT SUPERVISION, BASED ON FIELD WORK IN APRIL 2016. ALL MEASUREMENTS ARE CORRECT AND MONUMENTS ARE TO BE SET AS SHOWN. CURVE DISTANCES ARE MEASURED ON THE ARC. IRON PINS TO BE SET AT ALL LOT CORNERS.

JUDGE ENGINEERING COMPANY

RAYMOND B MEFFORD, P577367

COVENANTS AND RESTRICTIONS:

1. LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO AND GOVERNED BY ALL APPLICABLE ZONING REQUIREMENTS OF THE CITY OF DAYTON, OHIO

ALL MONUMENTATION SET/FOUND IN GOOD CONDITION

OCCUPATION IN GENERAL FITS SURVEY

PERTINENT DOCUMENTS AS SHOWN

SUPERIMPOSED AREA NOTE:

ALL OF THE LANDS OF THE DEDICATOR FROM WHICH SUCH PLAT IS DRAWN.

CITY OF DAYTON, OHIO

APPROVED BY CITY PLAN BOARD

PLANNING DIRECTOR

DATE

APPROVED BY DIRECTOR OF PUBLIC WORKS

SUPERVISOR OF PLATS

DATE

DATE: _____

NUMBERS ACCORDING TO THE PLAN OF THE REVISED AND CONSECUTIVE NUMBERS OF LOTS ON THE PLAT OF THE CITY OF DAYTON, OHIO HAVE BEEN GIVEN THE LOT UPON THIS PLAT AND RECORDED THEREOF MADE IN VOL. _____ PAGE _____ OF THE RECORDS OF LOT NUMBERS ON NEW SUBDIVISIONS IN THIS OFFICE

CITY ENGINEER OF THE CITY OF DAYTON, OHIO

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD
C1	44.50'	35.01'	45°04'51"	N 39°06'38" E ~ 34.12'
C2	15.00'	23.59'	90°06'12"	S 44°56'31" E ~ 21.23'

• 5/8" IRON PIN FOUND

○ 5/8" IRON PIN SET YELLOW PLASTIC CAP "JUDGE ENGR CO"

APPROVED FOR DESCRIPTION

MONTGOMERY COUNTY ENGINEER

DATE

JOB NO.

CHECKED BY

DATE

DATE

DATE

Exhibit B

REAL ESTATE PURCHASE AGREEMENT

1100 Germantown Street

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Nexus Realty, LLC ("Developer"), a limited liability corporation in and of the State of Ohio.

WITNESSETH THAT:

WHEREAS, on May 5, 1999, the Commission of the City of Dayton adopted its strategic plan, CitiPlan Dayton: The 20/20 Vision (or "CitiPlan 20/20"), of which land redevelopment, reuse, and revitalization are key components; and,

WHEREAS, Developer is affiliated with an industrial business known as ProLine Finishing, located at 1 Armor Place, and has proposed acquiring an adjacent City-owned property located at 1100 Germantown Street, in connection with a potential business expansion opportunity; and,

WHEREAS, Developer has agreed to pursue all legally required zoning and building permits, including a Certificate of Use and Occupancy, in order to occupy and operate any facility that may be constructed on the site in the foreseeable future.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. The Developer hereby agrees to purchase from the City, and the City agrees to sell to the Developer, for the sum of SIX THOUSAND DOLLARS AND ZERO CENTS (\$6,000.00), payable at the closing, the real property ("Property") described in Exhibit A, attached hereto and incorporated herein, and known as 1100 Germantown Street, for the purposes of expanding an existing business at a hereto unspecified later date ("Project").

As further consideration for the Property, Developer agrees to complete a new survey of the Property, and subsequently work with the City to create a new record plan in order to consolidate the existing parcels into one contiguous parcel, which may include the dedication of any right-of-way required by the City of Dayton or the State of Ohio.

Developer also agrees to obtain an appropriate Certificate of Use & Occupancy ("CUO") for any structure(s) that may be constructed on the Property. Developer agrees to abide by reasonable recommendations from the City's staff as it relates to design elements, including but not limited to landscaping and LED lighting on any proposed structure(s). Both parties agree to engage in good faith discussions to resolve any differences.

2. The City shall convey the Property to the Developer by good and sufficient quit claim deed, with the City warranting the property free from encumbrances, except: (A) zoning ordinances, (B) building restrictions, (C) taxes and assessments that appear on the tax duplicate for the year of closing, and (D) all restrictions and easements of record. City and Developer agree that the conveyance can take place after the new record plan is recorded.

3. The City shall pay, at closing, all taxes, assessments, interest and penalties that are then due and payable. It is understood that the taxes and assessments for the tax year 2016 will not be prorated. It is further understood and agreed that in the event the sale is not closed in 2016, then the taxes and assessments shall not be prorated for the year in which the closing is held. Upon closing, the Developer shall be responsible for all future taxes and assessments. Developer shall be responsible for paying recording fees at closing.
4. The Developer shall have possession of the Property upon delivery of an executed deed from the City. The City, or the professional title company hired by the Developer to provide title and closing services, if desired, will record said deed in Montgomery County, Ohio.
5. This Agreement shall commence upon the full execution of this document. This Agreement shall constitute a valid and binding contract of purchase and sale, binding upon the Developer, its administrators, successors, and assigns, and upon the City, its administrators, successors, and assigns and the sale shall be closed within a reasonable time after such execution, but no later than one hundred eighty (180) days from the execution of this Agreement unless extended by mutual written agreement of both parties. This Agreement may also be terminated at any time by mutual written agreement of both parties. In the event of termination, Developer agrees that the City shall not be held liable for any costs incurred in this process.
6. The delivery by the City of the quit claim deed described herein and acceptance by the Developer of said deed shall not be deemed to extinguish, waive, or discharge any of the obligations of the City or the Developer hereunder not stipulated or contained in the deed, nor in any way to prejudice or bar the City in asserting any of its rights hereunder.
7. City makes no representations or warranties, express or implied, with respect to: the environmental condition of the Property and the surrounding property (including all facilities, improvements, and structures thereon, surface waters thereon or adjacent thereto, or soil and groundwater thereunder); City's operations conducted on the Property; or City's compliance with any environmental health or safety laws.
8. Developer shall accept the Property in "as is" condition and shall be responsible for, on and after the closing date, all environmental obligations and liabilities and costs, arising under environmental health or safety laws or at common law, and whether or not accrued or fixed, absolute or contingent, known or unknown, determined or determinable, to the extent that such obligations and liabilities and costs arise from any contaminant, chemical, product, by-product, or any material whatsoever, on, at, to, or from the Property. Developer shall hold City harmless from any such claims arising from the Developer's development or use of the Property.
9. Developer shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non performance of this Agreement and/or the acts, omissions or conduct of Developer, and its agents, employees, contractors, sub contractors, and representatives in undertaking

and completing the Project, and/or Developer's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.

10. Developer affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
11. Developer certifies that, as of the date of execution, it does not owe any delinquent taxes to the City of Dayton and/or does not owe delinquent taxes for which Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Developer currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Developer filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

12. GENERAL PROVISIONS.

- A. Conflict of Interest. Developer represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Developer further covenants that it will not acquire any such interests, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. 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. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.
- E. Waiver. A waiver by City 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 City's rights with

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, each by a duly authorized representative as of the date(s) set forth below.

THE CITY OF DAYTON, OHIO

DEVELOPER

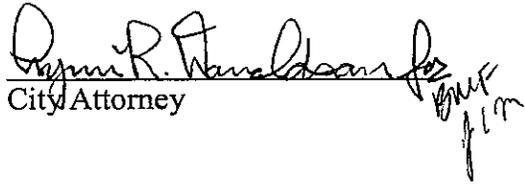
By: _____

By: _____

Date: _____

Date: _____

**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

1100 Germantown Street

Situate in the State of Ohio, County of Montgomery, and being all of Lot Number 13484 and part of Section 33, Town 2, Range 6 East of the consecutive Lots on the revised plat of the City of Dayton, and as further described in the attached preliminary plat.*

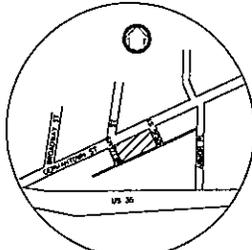
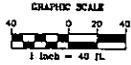
Montgomery County Tax Parcels: R72 09901 0001
R72 09901 0004
R72 09901 0005
R72 09901 0006
R72 09901 0050
R72 09901 0052
R72 09901 0057

Prior Deed References: 1980-00566B012
1983-00377C012
1980-00433E011
1983-00250A006
1980-00433E011
1982-00425B006
1983-00085E009

* The property described herein will not be transferred until the existing lots are consolidated into one parcel with a new record plan, and a new City Lot number is assigned to said property.



BEARING BASIS:
OHIO STATE PLANE, SOUTH ZONE
NAD 83 (2011)



VICINITY MAP
NTS

RECORD PLAN
1100 GERMANTOWN STREET

BEING A REPLAT OF
LOT 13484 OF THE REVISED AND CONSECUTIVE
NUMBERS OF LOTS ON THE PLAT OF THE CITY OF DAYTON
AND SECTION 33, TOWN 2, RANGE 6E AND
MONTGOMERY COUNTY, OHIO
0.930 ACRES IN LOTS
0.040 ACRES IN R/W
0.970 ACRES TOTAL
OCTOBER 2016

Prepared By:

JUDGE ENGINEERING CO.
1501 E. DAYTON ROAD
MIDDLETOWN, OHIO 45042
PHONE 537.229-1441 FAX 537.229-4488

DESCRIPTION:

THE WITHIN PLAT IS A REPLAT OF LOT 13484 OF THE REVISED AND CONSECUTIVE NUMBERS OF LOTS ON THE PLAT OF THE CITY OF DAYTON AND SECTION 33, TOWN 2, RANGE 6E, AS CONVEYED TO THE CITY OF DAYTON BY DEEDS RECORDED IN DMF 80-586B12, 81-224D10, 83-377D01, 80-433E11, 83-250A06 AND 83-085E09 OF THE DEED RECORDS OF SAID COUNTY AND CONTAINING 0.970 ACRES, OF WHICH 0.930 ACRES ARE IN LOTS AND 0.040 ACRES IN R/W

DEDICATION:

WE THE UNDERSIGNED BEING ALL THE OWNERS OF THE LAND BEING SUBMITTED DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THIS PLAT TO BE OUR VOLUNTARY ACT AND DEED, AND DO HEREBY DEDICATE THE STREETS AND RESERVE THE EASEMENTS AS SHOWN WITHIN THE PLAT TO THE PUBLIC USE FOREVER. EASEMENTS SHOWN ON THE PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER UTILITY LINES OR SERVICES AND FOR THE EXPRESS PRIVILEGES OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID PURPOSES, AND ARE TO BE MAINTAINED FOREVER

OWNERS

WITNESS

WITNESS

STATE OF OHIO, S.S.:

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME TO ME KNOWN AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THIS PLAT TO BE THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE WRITTEN ABOVE

NOTARY PUBLIC

MY COMMISSION EXPIRES DATE _____

OWNER'S STATEMENTS:

DATE _____ 2016
STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.

_____ BEING DULY SWORN, SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HER KNOWLEDGE, INTERESTED IN THIS DEDICATION, EITHER AS OWNERS OR LEASEHOLDERS, HAVE UNITED IN ITS EXECUTION

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND DATE WRITTEN ABOVE

NOTARY PUBLIC

MY COMMISSION EXPIRES DATE _____

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT/SUBDIVISION WAS PREPARED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733.37 STANDARDS FOR SURVEYS AND ALSO CONFORMS TO THE OHIO REVISED CODE CHAPTER 711 FOR RECORD PLANS AND WAS CONDUCTED UNDER MY DIRECT SUPERVISION, BASED ON FIELD WORK IN APRIL 2016. ALL MEASUREMENTS ARE CORRECT AND MONUMENTS ARE TO BE SET AS SHOWN. CURVE DISTANCES ARE MEASURED ON THE ARC. IRON PINS TO BE SET AT ALL LOT CORNERS.

JUDGE ENGINEERING COMPANY

RAYMOND B MEFFORD, PS#7367

COVENANTS AND RESTRICTIONS:

1. LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO AND GOVERNED BY ALL APPLICABLE ZONING REQUIREMENTS OF THE CITY OF DAYTON, OHIO

ALL MONUMENTATION SET/FOUND IN GOOD CONDITION

OCCUPATION IN GENERAL FITS SURVEY

PERTINENT DOCUMENTS AS SHOWN

SUPERIMPOSED AREA NOTE:

ALL OF THE LANDS OF THE DEDICATOR FROM WHICH SUCH PLAT IS DRAWN.

CITY OF DAYTON, OHIO

APPROVED BY CITY PLAN BOARD

PLANNING DIRECTOR

DATE

APPROVED BY DIRECTOR OF PUBLIC WORKS

SUPERVISOR OF PLATS

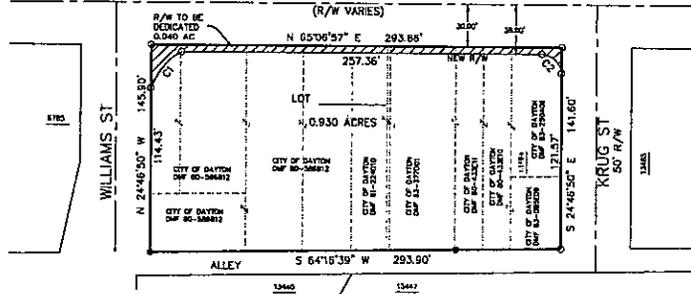
DATE

DATE: _____

NUMBERS ACCORDING TO THE PLAN OF THE REVISED AND CONSECUTIVE NUMBERS OF LOTS ON THE PLAT OF THE CITY OF DAYTON, OHIO HAVE BEEN GIVEN THE LOT UPON THIS PLAT AND RECORDED THEREOF MADE IN VOL. _____ PAGE _____ OF THE "RECORDS OF LOT NUMBERS ON NEW SUBDIVISIONS" IN THIS OFFICE

CITY ENGINEER OF THE CITY
OF DAYTON, OHIO

GERMANTOWN STREET
(R/W VARIES)



CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD
C1	44.50'	35.01'	45°04'51"	N 39°06'38" E ~ 34.12'
C2	15.00'	23.59'	90°06'12"	S 44°36'31" E ~ 21.23'

• 5/8" IRON PIN FOUND

○ 5/8" IRON PIN SET
YELLOW PLASTIC CAP
"JUDGE ENGR CO"

APPROVED FOR DESCRIPTION

MONTGOMERY COUNTY ENGINEER

DATE

JOB NO.

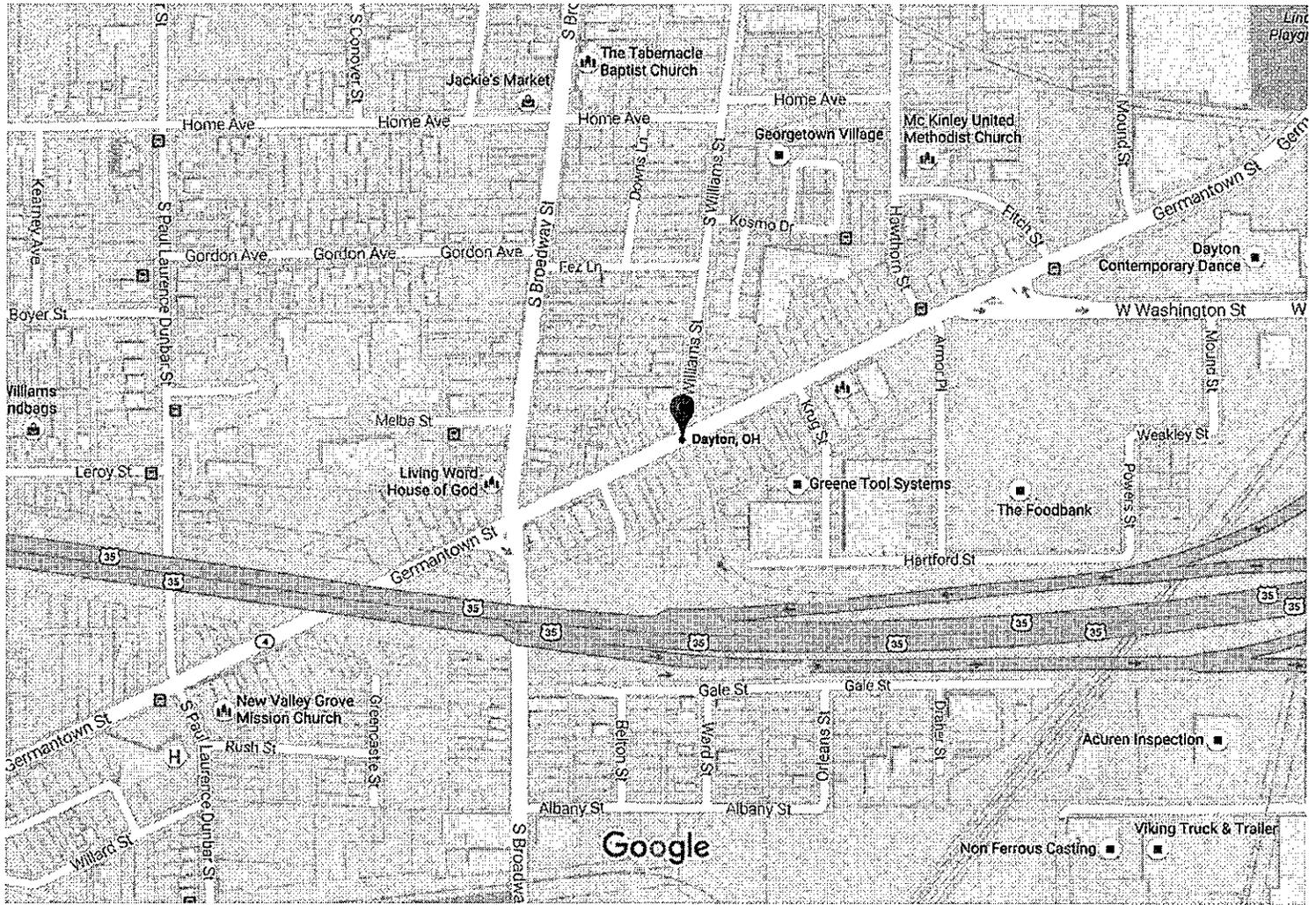
CHECKED BY

DATE

DATE

DATE

Google Maps Five Points



Map data ©2016 Google 200 ft



Five Points
Dayton, OH 45417



MEMORANDUM

November 4, 2016

TO: Shelley Dickstein, City Manager

FROM: Ford Weber, Director FPW
Department of Economic Development

SUBJECT: Ordinance Authorizing Sale of Land at 1100 Germantown Street

This memorandum accompanies and explains the emergency Ordinance and corresponding Agreement authorizing the sale of a one-acre property located at 1100 Germantown Street. The City-owned land will be sold for the negotiated purchase price of \$6,000 to Nexus Realty, LLC which is affiliated with ProLine Finishing, a manufacturing company located at 1 Armor Place in Dayton.

At a recent business retention visit, Ron Burns of ProLine Finishing indicated his desire to acquire the subject property, which is adjacent to his factory in the Five Points neighborhood of the Innerwest Dayton planning area. The City has owned the property for over 35 years.

The company is currently exploring a significant new line of business. The project would require them to expand their physical footprint. A new building at 1100 Germantown Street would provide an ideal location for that expansion and solidify their presence in Dayton. Even without the new line of business, Mr. Burns indicated that he will still need to expand within the next 3-5 years.

ProLine Finishing currently operates 3 facilities in Montgomery County. Besides the building on Armor Place, they have the former Mutual Tool building at 1421 S. Broadway Street, and a third facility in Miamisburg. Mr. Burns also owns a warehouse in Urbana, Ohio. He indicated that he would prefer to grow his business in Dayton, since being geographically clustered is more efficient.

The property is zoned I-1 and is well-suited for industrial development. We will be working with Mr. Burns to re-plot the property into one large parcel. Although the proposed building is somewhat speculative at this time, the sale of the property also would reduce the City's burden of mowing the property and paying property tax assessments. For these reasons, we are recommending the sale of the property to the company for economic development purposes.

Since time is of the essence, we are requesting emergency authorization. A copy of the Agreement and a neighborhood map are attached. If you have any questions, please contact Keith Klein of my staff at extension 3812.

Attachments

1. Ordinance
2. Agreement
3. Map

C: Tammi Clements
Joe Parlette

1st Reading 11.
6223-16

By.....

No.....

A RESOLUTION

Authorizing the Acceptance of a Grant Award from the United States Department of Justice in the Amount of One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00) on Behalf of the City of Dayton, and declaring an Emergency.

WHEREAS, The United States Department of Justice administers the Community Oriented Policing Services Hiring Program Grant which provides funds to hire new officers or rehire officers who have been laid off; and

WHEREAS, The City of Dayton, serving as the applicant and fiscal agent, submitted a FY 2016 Community Oriented Policing Services Hiring Program Grant seeking funding to hire fifteen additional new officers to continue efforts in community oriented policing; and

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

WHEREAS, The United States Department of Justice awarded the FY 2016 Community Oriented Policing Services Hiring Program Grant in the amount of One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00) subject to the City's acceptance; and

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

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

Section 1. That on behalf of the City of Dayton, the City Manager or designee is authorized to act as the fiscal agent for the award of funds from the FY 2016 Community Oriented Policing Services Hiring Program Grant in the amount of One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00).

Section 2. That the City Manager or designee is authorized to accept the award of funds from the FY 2016 Community Oriented Policing Services Hiring Program Grant and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from the United States Department of Justice.

Section 3. That for the reasons set forth in the preamble hereof, the Commission declares this resolution to be an emergency measure which shall take effect immediately upon its adoption.

ADOPTED BY THE COMMISSION....., 2016

SIGNED BY THE MAYOR....., 2016

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney



**Award Document
COPS Hiring Program**

CFDA - 16.710 – Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Award Number: 2016UMWX0199
ORI Number: OH05702
OJP Vendor Number: 316000175
Applicant Organization's Legal Name: Dayton, City of
DUNS Number: 004478194
Law Enforcement Executive: Chief of Police Richard Biehl
Government Executive: City Manager Shelley Dickstein
Award Start Date: 09/01/2016 **Award End Date:** 08/31/2019
Full-Time Officers Funded: 15
New Hires: 15 **Rehires - Scheduled for Lay-Off:** 0
Rehires - Previously Laid Off: 0
Award Amount: \$1,875,000.00

The FY 2016 COPS Hiring Program (CHP) provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM), included in your award package, is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2016 COPS Hiring Program Award Terms and Conditions, the approved budget in the FCM, and if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document.

Ronald L. Davis
Director

Date: 09/13/2016

Award Document Supplement

2016 COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of School Based Policing through School Resource Officers (SRO), Gun Violence, Homeland Security, Building Trust or Homicide Reduction.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2016 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2016 CHP award, recipients using CHP funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;

- The purpose of the MOU
- Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
- Information sharing
- Supervision responsibility and chain of command for the SRO
- Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

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By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following award terms and conditions:

1. **Award Owner's Manual.** The recipient agrees to comply with the terms and conditions in the 2016 CHP Award Owner's Manual; COPS Office statute (42 U.S.C. §. 3796dd, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); representations made in the CHP award application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. **Assurances and Certifications.** The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.
3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

4. **Supplementing, not Supplanting.** State, local, and tribal government recipients must use CHP funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (officer hiring) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award.
5. **Extensions.** Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

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6. **Modifications.** During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
7. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the CHP award. The recipient agrees to cooperate with the monitors and evaluators.
8. **Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding.
9. **Award Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a CHP award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award.
10. **Federal Civil Rights.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subrecipients, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279, as amended by Executive Order 13559, and the implementing regulations at 28 C.F.R. Part 38 Partnerships With Faith-Based and Other Neighborhood Organizations, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by faith-based organizations on the basis of belief or nonbelief.
11. **Equal Employment Opportunity Plan.** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
12. **False Statements.** False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, or debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.
14. **Additional High-Risk Recipient Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.207 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101).

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15. **System for Award Management (SAM) and Universal Identifier Requirements.** The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or after October 1, 2010:

A. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 C.F.R. Part 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
2. Data Universal Numbering System (DUNS) number means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet at www.fedgov.dnb.com/webform.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign non-profit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.

16. **Reporting Subawards and Executive Compensation.** The Office of Management and Budget requires federal agencies to include the following standard award term in all awards and cooperative agreements made on or after October 1, 2010:

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
2. Where and when to report.
 - a. You must report each obligating action described in paragraph A.1. of this award term to www.fsrs.gov.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

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- B. Reporting Total Compensation of Recipient Executives.**
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—
 - I. 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - II. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.
 2. Where and when to report. You must report executive total compensation described in paragraph B.1. of this award term:
 - a. As part of your registration profile at www.sam.gov.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. Reporting of Total Compensation of Subrecipient Executives.**
1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - I. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - II. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.
 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph C.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward.
For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions**
1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- E. Definitions. For purposes of this award term:**
1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign non-profit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
 2. Executive means officers, managing partners, or any other employees in management positions.
 3. Subaward:

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- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
- a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
19. **Debarment and Suspension.** The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.
18. **Employment Eligibility.** The recipient agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
19. **Whistleblower Protection.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendix F in the Award Owner's Manual for a full text of the statute.
20. **Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.338 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.
21. **Conflict of Interest.** Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.112 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.
22. **Contract Provision.** All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101. Please see appendix G in the Award Owner's Manual for a full text of the contract provisions.
23. **Restrictions on Internal Confidentiality Agreements.** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a

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federal department or agency authorized to receive such information.

24. **Recipient Integrity and Performance Matters.** The Office of Management and Budget requires federal awarding agencies to include the following standard award term in all awards over \$500,000 made on or after January 1, 2016:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. Of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraphs 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of

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competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes—
- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.
25. **Contracts and/or MOUs with other Jurisdictions.** Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.
26. **Retention.** At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP funded positions to fill locally-funded vacancies resulting from attrition.
27. **Community Policing.** Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.
- The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.
28. **Local Match.** Recipients are required to contribute a local match of at least 25 percent toward the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly.
29. **School Resource Officer (SRO) Training Requirement.** COPS-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) basic training course no later than nine months after the date shown on the award congratulatory letter. If a COPS-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO basic training course. The new SRO must complete the training no later than nine months after being placed in the school.



MEMORANDUM

November 3, 2016

TO: Shelley Dickstein
City Manager

FROM: Richard S. Biehl
Director and Chief of Police

Mar 6 Ecto

SUBJECT: FY 2016 COPS Hiring Program Award

Attached is an Emergency Resolution for the upcoming Commission calendar, which will allow for the acceptance of the above grant award to the City of Dayton and Department of Police.

The City was awarded the Community Oriented Policing Services Hiring Program grant that totals \$1,875,000.00 over a three year period. This award is to assist the City in the hiring of fifteen new officers.

If you have any questions, please contact Sgt. Jason Hall at x1263 or me at x1087.

Thank you.

Attachments: Resolution, approval form, award letter and details

RSB/jmh

GRANT APPLICATION APPROVAL FORM

Date: 6/22/2016

Department/Division
 Submitting Application: Department of Police

Project Title: 2016 COPS Hiring Program

CFDA Title and Number: 16.710 Public Safety Partnership and Community Policing Grants

(CFDA = Catalog of Federal Domestic Assistance. This information is required by the Department of Finance if the original source of the money is from the federal government, even if the application is going to a state or local authority.)

Brief Description of Project: The 2016 COPS Hiring Program grant will fund about 49% of the total cost of entry level salary of 15 police officers for 3 years. The City of Dayton will fund the remaining 51% for three years and will fully fund the officers for the fourth year. The 15 positions will be added to the total number of sworn officers at the time of application (348) and the City of Dayton will be required to maintain those 15 positions for a total of 363 officers for twelve months after the third year of the grant.

Name and phone of staff person to be called when signed application is ready: Myra Beaty

Name of staff person responsible for this grant: Lieutenant Wendy H. Stiver

Deadline for submission to funding agency: June 23, 2016

When will grant award decision be made? (Estimate if necessary) Fall 2016

LEVEL	AGENCY/FUNDING SOURCE	AMOUNT
Fed		\$1,875,000.00
State		\$
City of Dayton		\$1,974,876.90
Other		\$
TOTAL		\$3,849,876.90

(Note: City of Dayton funds committed to a grant must be accompanied by a Certificate of Funds.)

I have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Director's Signature: Richard A. Biele Date: 6/22/16

Review and Approval

We have reviewed this material and believe it to be correctly completed and believe the project proposed is appropriate for the City of Dayton.

Barbara Fabiani Date: 6-27-16
 Director, Office of Management & Budget

Director of Finance (IF CASH MATCH IS REQUIRED) Date: 6/27/16
[Signature]
 City Manager's Office Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, N.E., Washington, DC 20530

COPS

October 1, 2016

Chief of Police Richard Biehl
Dayton, City of
335 West Third Street
Dayton, OH 45402

Subject: COPS Hiring Program Award # 2016UMWX0199
ORI#: OH05702

Dear Chief of Police Biehl:

Congratulations on your agency's award for 15 officer position(s) and \$1,875,000.00 in federal funds over a three-year award period under the 2016 COPS Hiring Program (CHP). The local cash match required for this award will be \$1,990,010.00. Your agency may use CHP award funding to hire new officers or rehire officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS website at www.cops.usdoj.gov within 90 days from the date of this letter.**

The official start date of your award is September 1, 2016. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2016 COPS CHP recipients can be found on the CHP Program Page (www.cops.usdoj.gov/default.asp?Item=2367). We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2016 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

The FBI is retiring the current Summary Reporting System (SRS) and will transition to an all-National Incident-Based Reporting System (NIBRS) data collection system within the next 5 years. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Beginning in 2021, the FBI will no longer collect summary data and will only accept data in the NIBRS format and COPS Office awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. The COPS Office encourages its award recipients to submit NIBRS data to the FBI Criminal Justice Information Services Division in a timely manner, thereby ensuring sufficient and complete crime and arrest data is available for consideration.

Once again, congratulations on your 2016 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

Sincerely,



Ronald L. Davis
Director

Additional Award Notification



Memorandum

COPS Hiring Program (CHP)

To: Chief of Police Richard Biehl
 Dayton, City of

Re: COPS Hiring Program Financial Clearance Memo
 A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

ORI #: OH05702

Award #: 2016UMWX0199

Total Officers Awarded: 15

	Year 1 – Approved Costs Per Entry-level Officer	Year 2 – Approved Costs Per Entry-level Officer	Year 3 – Approved Costs Per Entry-level Officer
Base Salary Information:	\$53,914.00	\$54,992.00	\$56,092.00
Fringe Benefits	\$30,279.75	\$30,885.81	\$31,503.77
Social Security:	\$0.00	\$0.00	\$0.00
Medicare:	\$781.75	\$797.38	\$813.33
Health Insurance:	\$16,163.00	\$16,486.00	\$16,816.00
Life Insurance:	\$37.00	\$37.00	\$37.00
Vacation:	\$0.00	\$0.00	\$0.00
Sick Leave:	\$0.00	\$0.00	\$0.00
Retirement:	\$10,513.00	\$10,723.00	\$10,938.00
Worker's Compensation:	\$2,237.00	\$2,282.00	\$2,328.00
Unemployment Insurance:	\$54.00	\$55.00	\$56.00
Other Costs:	\$494.00	\$505.43	\$515.44
Total Per Year:	\$84,193.75	\$85,877.81	\$87,595.77

Officer Costs:

Project Costs Per Officer:		Grand Total Project Costs:	
Salaries and Fringe Benefits:	\$257,667.00	Salaries and Fringe Benefits:	\$3,865,010.00
Federal Share:	\$125,000.00	Federal Share:	\$1,875,000.00
Applicant Share:	\$132,667.00	Applicant Share:	\$1,990,010.00

Waiver Granted: No

Budget Cleared Date: 09/13/2016

Overall Comments:

A financial analysis of budget costs has been completed, and this Financial Clearance Memorandum (FCM) reflects the amount of federal funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your FCM. The FCM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM. Fringe benefits already reflected in the base salary may not be drawn down individually under Fringe Benefits.



12.

October 14, 2016

P. H. - NOVEMBER 16, 2016
6:00 P.M.
CASE NO. Z-008-2016

TO: Members of the City Commission
FROM: Greg Scott, President
City Plan Board

SUBJECT: Transmittal of Report for City Plan Board Case Z-008-2016
Apply a Historic District HD-2 Overlay Zoning Designation to the
James Robert DeWeese House at 136 West Monument Avenue

Applicant: Mr. Gary Blacklidge
1144 Gary Lane
New Carlisle, OH 45344

Description: Apply a Historic District HD-2 Overlay Zoning Designation to the James Robert DeWeese House at 136 West Monument Avenue. The underlying zoning of CBD with a POD-2 Overlay will not change.

Board Action: Date: September 13, 2016 Decision: Recommended Approval

- Attachments:**
1. Plan Board Minute Record
 2. Plan Board Case Report
 3. Copy of Ordinance

If you have any questions, please contact Ann Schenking at 333-3699.

GS/ams

- c: Ms. Shelley Dickstein
Mr. Joe Parlette
Ms. Tammi Clements
Mr. Aaron Sorrell
Mr. Brian Inderrieden
Mr. Carl Daugherty
Ms. Ann Schenking
Case File



MEMORANDUM

September 26, 2016

TO: Rashella Lavender, Clerk of Commission
Office of the City Commission

FROM: Ann Schenking, Secretary 
City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case Z-008-2016
Apply a Historic District HD-2 Overlay Zoning Designation to the
James Robert DeWeese House at 136 West Monument Avenue

Applicant: Mr. Gary Blacklidge
1144 Gary Lane
New Carlisle, OH 45344

Description: Apply a Historic District HD-2 Overlay Zoning Designation to the James Robert DeWeese House at 136 West Monument Avenue. The underlying zoning of CBD with a POD-2 Overlay will not change.

Board Action: Date: September 13, 2016 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing be scheduled for Wednesday, November 16, 2016, at 6:00 P.M.**

Advertising: Advertise Public Hearing on **Friday, October 14, 2016.**
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

If you have any questions, please contact me at ext. 3699. Thank you.

c: Case File, w/ attachment



**City of Dayton
Office of the City Commission
City Hall • 101 West Third Street
Dayton, Ohio 45402
(937) 333-3636**

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, November 16, 2016, at 6:00 P.M., or as soon thereafter as the hearing can begin, in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio on the following:

Official Zoning Map Amendment

Case: Z-008-2016

Apply a Historic District (HD)-2 Overlay zoning designation to the James Robert DeWeese House at 136 West Monument Avenue. The underlying zoning of Central Business District (CBD) with a Pedestrian Oriented Design (POD 2) Overlay will not change.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Rachel Bankowitz in the Department of Planning and Community Development, 937-333-4271 or rachel.bankowitz@daytonohio.gov.

By order of the City Commission of the City of Dayton, Ohio.

**RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION**



City of Dayton

City Plan Board

Summary Minute Record September 13, 2016

7. Z-008-2016 – Zoning Map Amendment – Apply a Historic District (HD)-2 Overlay Zoning Designation to the James Robert DeWeese House at 136 West Monument Avenue (City Lot #20). The underlying zoning of CBD with a POD 2 Overlay will not change.

Applicant: Mr. Gary Blacklidge
1144 Gary Lane
New Carlisle, OH 45344

Priority Land Use Board: Downtown Neighborhood Planning District: Downtown
Decision: Recommended Approval

Staff Comments

Rachel Bankowitz presented the staff report. She said staff believed the applicable determinations and findings can be made and recommended Plan Board approval of the case.

The James Robert DeWeese House is an elaborate Chateausque stone house erected ca. 1904. Located along Monument Avenue, once coined Dayton's "Mansion Row," it stands today as a reminder of our city's "Golden Era," a time when wealthy citizens built houses there to be closer to their downtown businesses. Nearly all of these houses are gone but the DeWeese House still stands as one of a few remaining downtown residences.

History:

The DeWeese House first appears in the 1904-1905 *Dayton City Directory*. James Robert Deweese is listed as the owner, along with his wife, Laura Flavilla Tanner DeWeese. The same directory indicates Mr. DeWeese as president of the firm of DeWeese & Bidleman, downtown merchants. Mr. DeWeese passed away in 1917 but Laura continued to live in the house until at least 1928. At that time, Ralph Emerson DeWeese, their only child, became the owner. Ralph worked alongside his father but may be best known for his work as a banker and as president of the Dayton Electric Light Company and director of the Dayton & Muncie Traction Company. A 1963 article from the *Journal Herald* indicates that the house was sold outside the family in the 1950s to Dr. Robert E. Pumphrey. From that point on it generally fell into a commercial use, as Dr. Pumphrey maintained medical offices in the building. In 1963 Dr. Pumphrey sold the house to Barry Blacklidge, an accountant for Sinclair Community College. Blacklidge used the building as office space for the college as well as apartments, while a few physicians continued to maintain offices on the first floor. Today the building is vacant and Gary Blacklidge, son of Barry, is seeking this historic designation not only to recognize the building's historic and architectural significance, but also to potentially help secure historic tax credit funding for future development.

Architecture:

The DeWeese House is an exceptionally intact example of the Chateausque style and is therefore potentially eligible for the National Register of Historic Places under *Criterion C*, for its architecture. Chateausque is a rare style used primarily for architect-designed landmark houses. The earliest examples of the style occurred in the northeastern states in the late 1880s and 1890s. The style later spread throughout the country and persisted through the first decade of the twentieth century. As the name suggests, the Chateausque style is based on elements borrowed or adapted from French forms of architecture. Given the scale and sophistication associated with the Chateausque style, its popularity was principally limited to larger cities where the skills of architects and builders were available. Chateausque houses typically exude masonry construction, steeply pitched hipped and conical roofs, multiple gabled dormers and parapets, tall corbelled chimneys and Tudor or semi-elliptical arches. Single-family homes,

like the DeWeese House, typically have robust turrets or towers. Perhaps Dayton's most prominent example of the style is the Traxler Mansion on Yale Avenue in Dayton View.

Based on these factors, as well as the required standards listed below and the finding of eligibility of the Landmark Commission, staff recommends approval of the proposed zoning map amendment. Approval of the historic designation will recognize the significance of the property, protect it from incompatible alterations and demolition without a public hearing, and potentially allow for a greater range of financing options.

Public Comments

At its July 28, 2016, meeting, the Landmark Commission meeting supported the HD-2 designation for the building.

The applicant, Gary Blacklidge, 1144 Gary Lane, New Carlisle, OH, spoke in support of the application. He explained how his parents bought the house in 1963 from a physician who had purchased it from the DeWeese family. He described the tremendous amount of restoration work his parents did to the house. He said the family wants to protect the building in case there is a need to sell it in the future. The family does not want to see it become a parking lot.

Board Discussion

None.

Board Action

A motion was made by Mr. Payne, seconded by Mr. Sauer and carried to recommend City Commission approval of Case Z-008-2016 based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report.

Ms. Beverly Pendergast	Absent	Mr. Jeff Payne	Yes
Mr. David Bohardt	Absent	Mr. Matt Sauer	Yes
Mr. Richard Wright	Yes	Mr. Greg Scott	Yes
Ms. Geraldine Pegues	Yes		

Minutes approved by the City Plan Board on October 11, 2016.


Ann Schenking, Secretary
City Plan Board

September 13, 2016

**CITY PLAN BOARD REPORT
CASE: Z-008-2016**

Zoning Map Amendment application to apply a Historic District (HD)-2 designation to the James Robert DeWeese House at 136 West Monument Avenue (City Lot #20). The underlying zoning designation, CBD/POD 2, will not change.

BACKGROUND

Applicant/Property Owner: Gary Blacklidge, Blacklidge Family Realty LLC
1144 Gary Lane
New Carlisle, OH 45344

Priority Board: Downtown **Neighborhood:** Downtown

Board Authority:
R.C.G.O. §150.125.1 – §150.125.11 City Plan Board actions for amendments to the Official Zoning Map

Applicable Plans and Policies:
CitiPlan 20/20 (1999)
CitiPlan 20/20 Downtown Component (1999)
Greater Downtown Dayton Plan (2010)

Agencies and Groups Contacted:
Property Owners within 250 feet
Downtown Land Use Board
Downtown Dayton Partnership
Preservation Dayton
Landmark Commission

CURRENT CONDITIONS

Existing Land Use: A vacant residential and commercial office building.

Surrounding Land Use and Zoning:

North: Land Use: Parking, surface
Zoning: CBD
South: Land Use: Planned Parenthood
Zoning: CBD/POD 2
East: Land Use: Monument Walk Townhomes
Zoning: CBD/POD 2
West: Land Use: Dayton International Peace Museum
Zoning: CBD/POD 1

AUTHORITY

150.125.1 Authority for Amendments

The regulations imposed and the districts created under this Zoning Code may be amended from time to time by ordinance duly enacted by the City Commission. No such amendment shall be adopted except in accordance with the procedure specified in sub-sections 150.125.2 to 150.125.11, inclusive, of this Zoning Code. (Ord. 30515-05, passed 12-28-05)

STAFF ANALYSIS

Case Background:

The applicant/property owner seeks an HD-2 overlay for the building located at 136 West Monument Avenue. The underlying zoning designation, CBD/POD 2, would not change. The Zoning Code describes the HD-2 designation as follows:

150.345.2 Designation of Historic District.

The Landmarks Commission shall recommend to the City Plan Board the adoption or modification of a historic district overlay on all eligible areas in accordance with Section 150.125, Amendments. The boundaries of each such district shall be indicated on the official zoning map.

[...]

(C) The HD-2 Historic District (HD-2) Overlay is designed to preserve and protect single parcels or groups of historic properties, listed in (or eligible for) the National Register of Historic Places, in which the district as a whole consists primarily of historically or architecturally significant properties which have undergone rehabilitation or restoration. These properties collectively are called the Dayton Register of Historic Landmark Properties. (Ord. 30515-05, passed 12-28-05; amend Ord. 31490-16, passed 5-04-16).

The HD-2 Designation requires verification of eligibility from the Landmarks Commission. At the July 28, 2016 Landmarks Commission meeting, the eligibility was approved.

Building History:

Staff notes the following references to support the HD-2 Designation:

- 1968 Landmark Committee Report (Attachment C)
- 1989 Downtown Dayton Survey (Attachment C)
- 1992 Ohio Historic Inventory form (Attachment C)
- 2016 Approval from the Landmarks Commission (Attachment E)

The James Robert DeWeese House is an elaborate Chateausque stone house erected ca. 1904. Located along Monument Avenue, once coined Dayton's "Mansion Row," it stands today as a reminder of our city's "Golden Era," a time when wealthy citizens built houses there to be closer to their downtown

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businesses. Nearly all of these houses are gone but the DeWeese House still stands as one of a few remaining downtown residences.

History:¹

The DeWeese House first appears in the 1904-1905 *Dayton City Directory*. James Robert Deweese is listed as the owner, along with his wife, Laura Flavilla Tanner DeWeese. The same directory indicates Mr. DeWeese as president of the firm of DeWeese & Bidleman, downtown merchants. Mr. DeWeese passed away in 1917 but Laura continued to live in the house until at least 1928.² At that time, Ralph Emerson DeWeese, their only child, became the owner. Ralph worked alongside his father but may be best known for his work as a banker and as president of the Dayton Electric Light Company and director of the Dayton & Muncie Traction Company. A 1963 article from the *Journal Herald*³ indicates that the house was sold outside the family in the 1950s to Dr. Robert E. Pumphrey. From that point on it generally fell into a commercial use, as Dr. Pumphrey maintained medical offices in the building. In 1963 Dr. Pumphrey sold the house to Barry Blacklidge, an accountant for Sinclair Community College. Blacklidge used the building as office space for the college as well as apartments, while a few physicians continued to maintain offices on the first floor. Today the building is vacant and Gary Blacklidge, son of Barry, is seeking this historic designation not only to recognize the building's historic and architectural significance, but also to potentially help secure historic tax credit funding for future development.

Architecture:⁴

The DeWeese House is an exceptionally intact example of the Chateausque style and is therefore potentially eligible for the National Register of Historic Places under *Criterion C*, for its architecture. Chateausque is a rare style used primarily for architect-designed landmark houses. The earliest examples of the style occurred in the northeastern states in the late 1880s and 1890s. The style later spread throughout the country and persisted through the first decade of the twentieth century. As the name suggests, the Chateausque style is based on elements borrowed or adapted from French forms of architecture. Given the scale and sophistication associated with the Chateausque style, its popularity was principally limited to larger cities where the skills of architects and builders were available. Chateausque houses typically exude masonry construction, steeply pitched hipped and conical roofs, multiple gabled dormers and parapets, tall corbelled chimneys and Tudor or semi-elliptical arches. Single-family homes, like the DeWeese House, typically have robust turrets or towers.⁵ Perhaps Dayton's most prominent example of the style is the Traxler Mansion on Yale Avenue in Dayton View.

Based on these factors, as well as the required standards listed below and the finding of eligibility of the Landmarks Commission, staff recommends approval of the proposed zoning map amendment. Approval of the historic designation will recognize the significance of the property, protect it from incompatible alterations and demolition without a public hearing, and potentially allow for a greater range of financing options.

¹ This historical and architectural narrative is based on archival research conducted by Ms. Bankowitz and information from Mr. Blacklidge and others. However, you will notice some discrepancies, especially the date of construction (see "The Deweese Mansion" in Attachment C).

² Hover, John, et al., *Memoirs of the Miami Valley Volume III* (Chicago, IL: Robert O. Law Company, 1919), pgs. 155-156.

³ "Old DeWeese Home Sold" *Journal Herald*, January 17, 1963.

⁴ No information about the architect has been found but will continue to be researched.

⁵ McAlester, Virginia and Lee, *A Field Guide to American Houses* (New York, NY: Alfred A. Knopf, 2000), pages 372-377 and Gordon, Stephen C., *How to Complete the Ohio Historic Inventory* (Columbus, OH: Ohio Historical Society, 1992), page 92.

REVIEW OF FINDINGS

R.C.G.O. §150.125.7 Amendments to Change Zoning Districts or Zoning Classification of Properties

- 1. The change in classification would be consistent with the Comprehensive Plan of the City or other plans and policies.**

The proposed change is supported by the adopted plans and policies. Specifically:

The Greater Downtown Dayton Plan:

- “Reinvigorate the **downtown core** by reducing the downtown office vacancy, increasing vibrancy, expanding amenities, and encouraging investment and redevelopment.”
- “**Right-size downtown’s office market** in part by redeveloping current office space to more productive uses, such as housing, and in part with aggressive, coordinated recruitment and retention efforts.”
- Housing section: “Explore the use of **other funding sources**, such as tax credits.”

CitiPlan Urban Design Component:

- “Target underused, conventionally obsolete, and vacant historic structures in the core for adaptive uses within the context of a preservation strategy.”
- “Aggressively market the use of historic tax credits and facade easements as equity financing opportunities.”

- 2. The change in classification would be consistent with the intent and purpose of this Zoning Code.**

This change is consistent with the zoning code which says the following:

150.345.1 Purposes.

The public interest calls for the preservation and protection of significant historical, architectural and archeological resources from Dayton's and America's histories that lie within our city. Buildings and places that tell us of the presence of our forebears add meaning and livability to our city as do handsome residential areas and orderly business districts. To accomplish this, it is necessary to provide a method whereby, with careful consideration for the rights of private property and only after thorough analysis of the objectives to be achieved, certain public controls are required for changes made to meaningful buildings or neighborhoods.

Therefore, historic overlay districts (HD-1, HD-2, HD-3) and their regulations are established in order to achieve these purposes:

Case # Z-008-2016; DeWeese, James Robert, House, September 13, 2016

(A) To promote and protect the health, safety, and general welfare of the public through the enhancement of property values, economic development, neighborhood stability, and the protection of property rights of all citizens.

(B) To preserve and enhance the varied architectural styles reflecting the distinct phases of the City of Dayton's history.

(C) To preserve, restore, reconstruct, renovate and/or rehabilitate historically or architecturally significant or contributing historic buildings, structures, sites and objects (hereafter referred to as "property" or "properties") in districts that possess integrity of location, design, setting, materials, workmanship, feeling, and association.

(D) To develop and maintain appropriate settings and environments for the properties and districts described in Section 150.345, Historic Overlay Districts.

(E) To this end, this Section authorizes the adoption of overlay historic districts and creates a Landmarks Commission, a Secretary to the Landmarks Commission and an Historic Preservation Officer to review and approve architectural modifications that affect the historic quality of such properties and districts.

This request meets the intent and purpose because it will ensure protection of a historically important asset and allowing for more funding sources for redevelopment.

3. The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.

The amendment reflects a number of emerging conditions, including:

- The underutilized status of the building
- Steady demand for downtown housing, which this building could offer if redeveloped in that manner.

4. The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.

A historically designated building, used commercially or residentially, is compatible with uses permitted in the CBD.

5. The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.

There should be no problems in these terms.

6. Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.

Case # Z-008-2016; DeWeese, James Robert, House, September 13, 2016

Adequate utilities exist, or the necessary investment will be made to get them there.

- 7. The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.**

Since this is an overlay designation on a unique property, this standard is not applicable.

- 8. The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property.**

There does not appear to be an error in the application of the Zoning Code as applied to the subject property, only changing conditions.

ALTERNATIVES

1. Recommend approval of the Zoning Map Amendment application and establish an HD-2 designation at 136 West Monument Avenue based on R.C.G.O. §150.125.7(1- 8).
2. Recommend denial of the Zoning Map Amendment application to establish an HD-2 designation at 136 West Monument Avenue on the board's inability to make the findings under R.C.G.O. §150.125.7(1- 8).

FUTURE ACTIONS

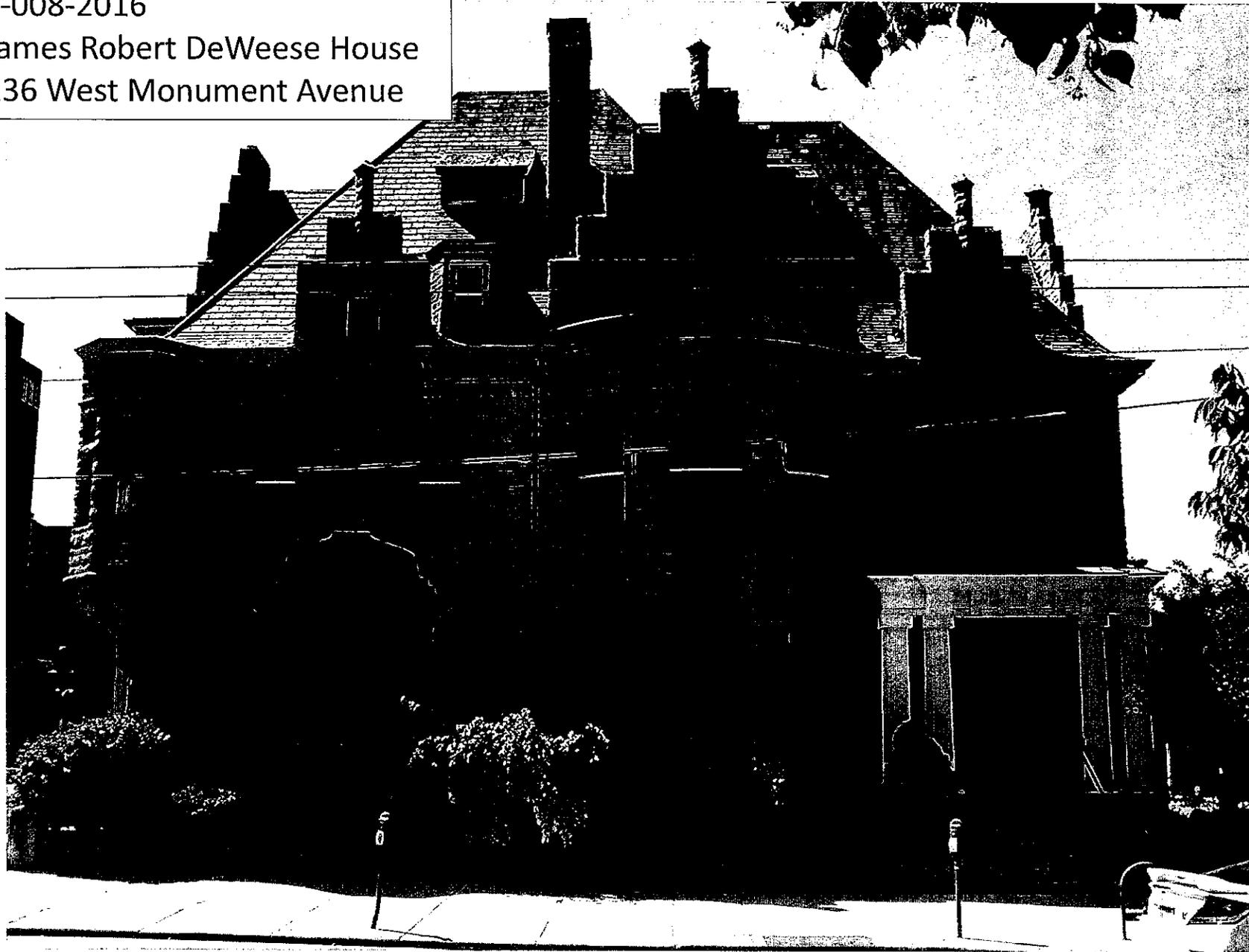
If the Plan Board recommends approval for the proposed zoning map amendments, the request will be forwarded on to the City Commission for public hearing.

Staff Report Prepared by:
Rachel Bankowitz

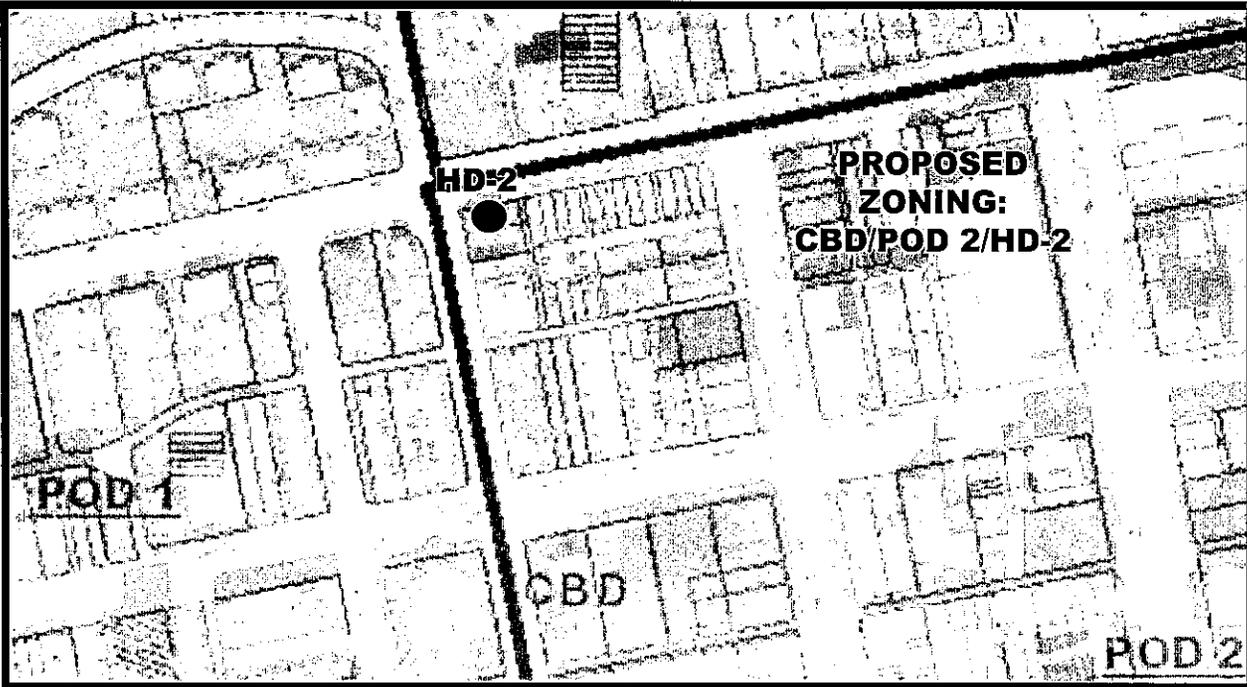
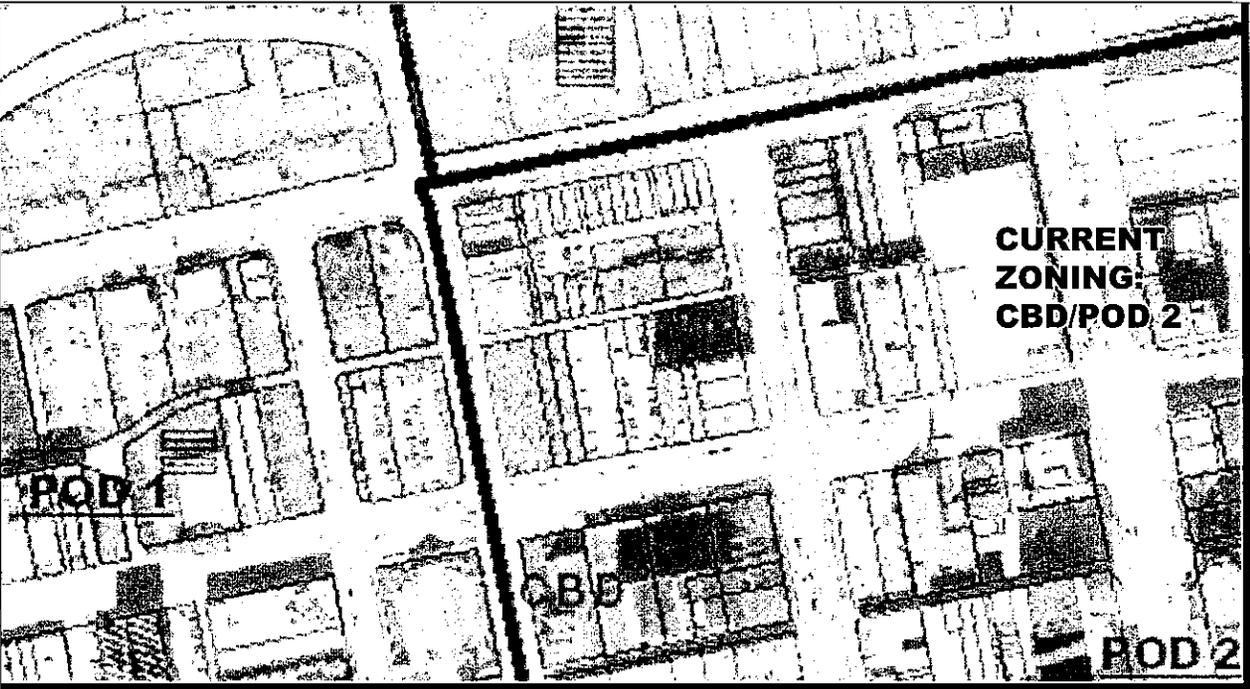
Staff Report Reviewed by:
Brian Inderrieden

Z-008-2016

James Robert DeWeese House
136 West Monument Avenue



Z-008-2016
136 West Monument Avenue



City of Dayton
Landmark Commission

City Hall
P.O. Box 22
Dayton, Ohio 45401
(937) 333-2005

8/2/2016

Decision

Case #334-2016 136 West Monument Avenue - N/A

Applicant: Garv Blacklidge
1144 Garv Lane
New Carlisle OH 45344

Owner: Blacklidge Famil Realtv. LLC
1144 Garv Lane
New Carlisle OH 45344

The Landmarks Commission made the following decision on July 28, 2016

Summary Description:

Request to establish building as a local landmark with HD-2 overlay

Summary Decision:

Approved

Landmarks Commission Action:

Approved as submitted

Comments:

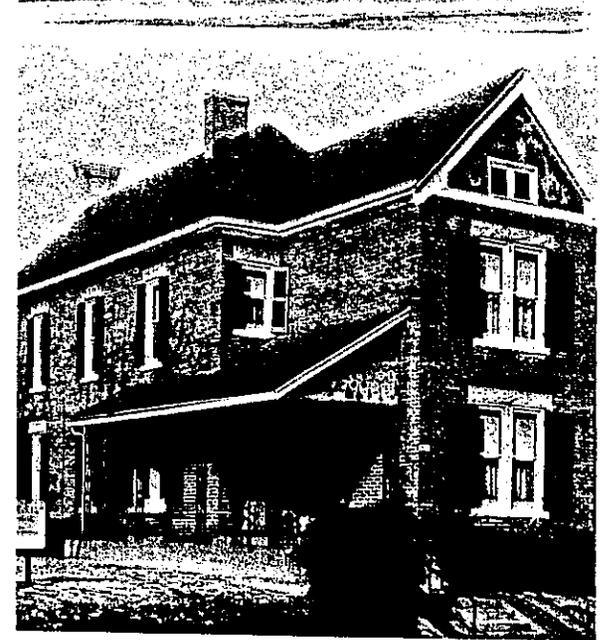
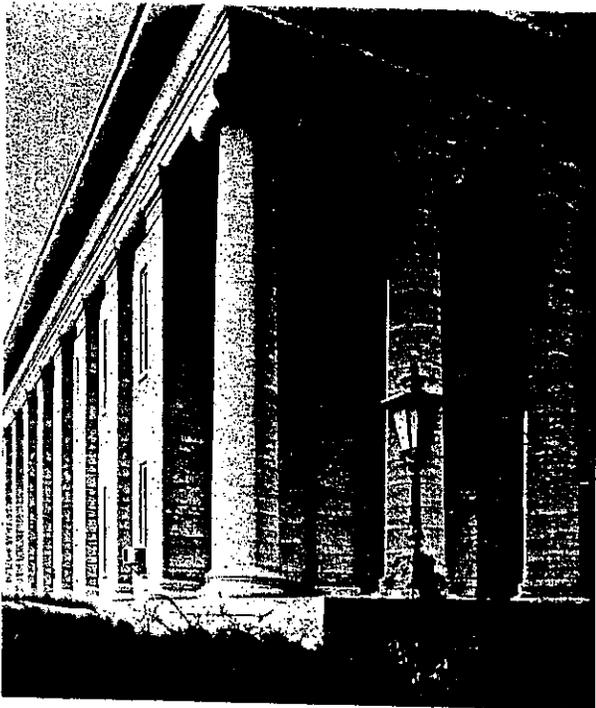
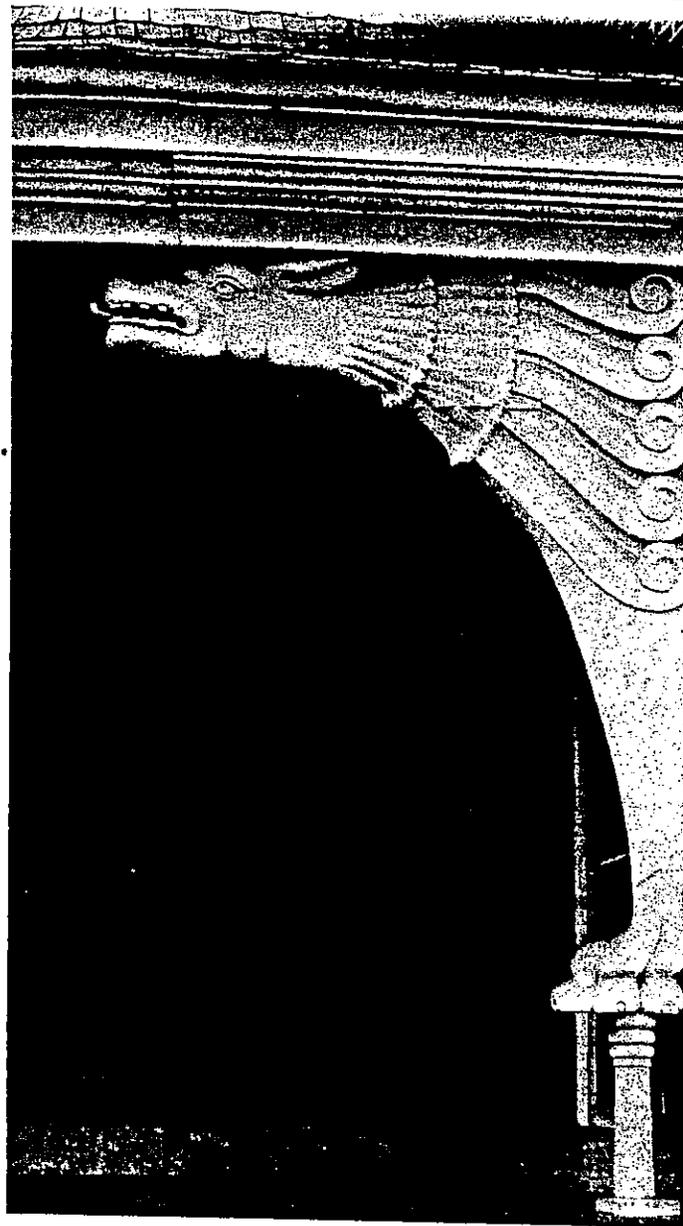
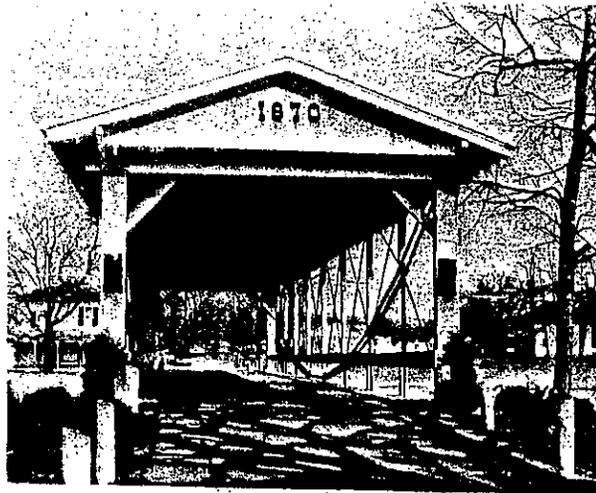
If you have any questions, please contact me at (937) 333-2005

CC:

Rachel Bankowitz


John Muceus

Secretary to the Landmarks Commission



Landmark Committee Report

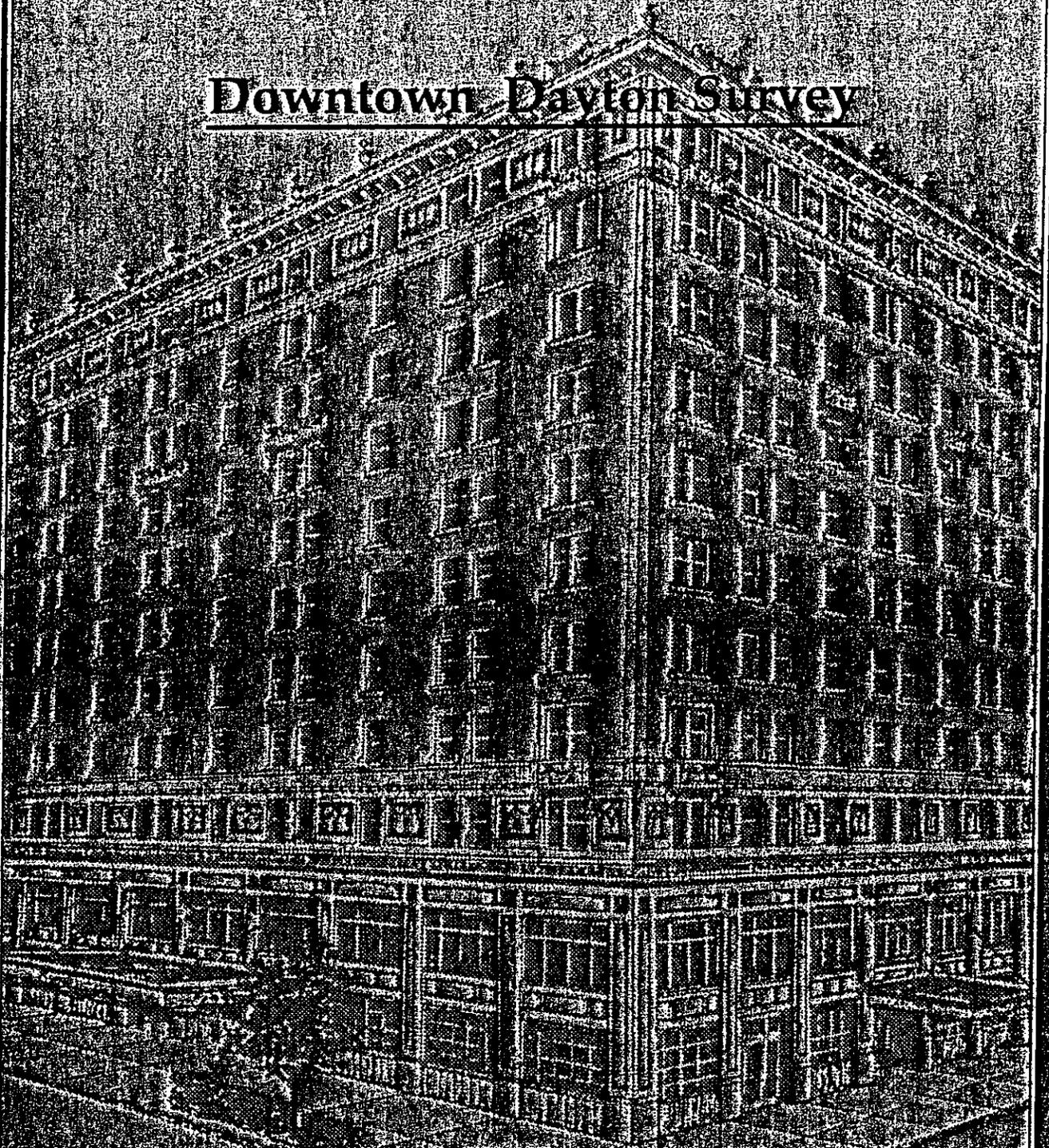
June 1, 1968

A Study and Evaluation of the Significant Structures and Sites of Montgomery County, Ohio

Number	Location	Type	Comments
*1	3rd and Main	Court House	
2	35 North Main St. <i>South</i>	Commercial Building	Donenfeld's, women's clothing store. Built in the 1860's as Legler-Barlow, a wholesale dry goods firm. Commercial interpretation of Italian Renaissance.
3	131 West 3rd St.	House	An Italian Renaissance type residence, circa 1850. Was the Craighead Home and later the Kennedy Home. Drastically altered from its original appearance. Occupied by the Dayton Bicycle Club.
4	SE corner of Wilkinson & 2nd Sts.	House	Built by C. W. Raymond in 1913 of pressed brick; trimmed in gray sandstone. Elaborate use of metal sculpture on roof, projecting corner tower window. Now known as the Lawyers Building and houses legal offices. <i>razed</i>
5	20 West 1st St.	Church	Christ Episcopal Church. Built in 1871 at a cost of \$35,000.00. Rebuilt in 1967. Dayton's oldest downtown church.
6	217 North Ludlow	House	Originally the A. M. Kittridge Home, built circa 1818. Victorian-Italianate in design. Built of soft brick; hip roof. Kittridge was President of the Barney and Smith Car Company. In 1965 the cornice brackets were removed from the house. Building now houses Catholic Charities. <i>razed</i>
7	225 North Ludlow	House	A Mid-Victorian, French mansard, soft brick, two-story house, built in 1861 by Napoleon Bonepart Darst, a wholesale grocer. Building is now home of the Dayton Womans Club. Additions have been made, but the front part of the building is unchanged.
*8	SW corner of Ludlow & Monument	House	E. J. Barney Home. <i>razed</i>
★ 9	SE corner of Monument & Wilkinson St.	House	Early 1900 French country house. Two-story residence. Cut limestone block construction, interesting corner tower, art glass windows, steep slate roof, gables with corble steps. Built for Ralph DeWeese. Building now used as part of Sinclair College.
10	SW corner of Main and Monument	Historic Site	Original site of Newcom Tavern, built in 1796-7 and enlarged in 1798-9. Historical marker erected in 1965 to mark the location.
11	Monument Ave. at St. Clair St.	Historic Site	Landing place of the first settlers in Dayton on April 1, 1796. Historic marker is proposed for the site.
12	Monument Ave. at Jefferson St.	Historic Structure	Van Cleve Park Memorial Seat. Designed by Ellason Smith, a local architect, the seat is made from Indiana and Bedford limestone. Memorial to seven Dayton pioneers: Daniel C. Cooper, John W. VanCleve, George Lehman, William Huffman, E. E. Barney, Daniel A. Haynes, and Alvin W. Kumler. The \$3,000.00 cost of the structure was set aside in the will of John H. Patterson. Dedicated on May 24, 1927.

* See Montgomery County's Finest

Downtown Dayton Survey



1989

DOWNTOWN SURVEY

The survey of the downtown area was carried out by the Montgomery County Historical Society through a contractual agreement with the City of Dayton Planning Department. The purpose was to identify individual buildings and districts which are potentially eligible for the National Register as required by the Programmatic Memorandum of Agreement between the State Historic Preservation Office and the City of Dayton.

The survey of Dayton's downtown area is divided into two parts:

Part one of the survey (pages 1-13) covers the area bounded by the Great Miami River on the north, Patterson Boulevard on the east and south, and I-75 on the west. This area contains primarily commercial and governmental buildings. Pages 1-4 of the survey is a short list of buildings and districts in this area which have been listed on the National Register and those which are potentially eligible. Pages 5-13 contain significance statements for those buildings and districts which are potentially eligible for the National Register.

Part two (pages 14-20) is the survey of the Eastern Industrial Area which is located east of Patterson Boulevard. Potential districts are listed first and then the individually eligible buildings are listed. This part of the survey follows the format shown below.

For districts:

Significance: This gives a brief statement of why the district is potentially eligible for the National Register.

Period of Significance: This gives the period of historical significance.

Location: This provides a street by street geographical description of the district boundaries.

This district includes the following buildings: Because of the difficulties involved in giving accurate geographical boundaries for some of the districts, a list of buildings contained in each district is included. In a few cases, it was not possible to list all buildings because some of the complexes were not accessible.

The format for individual buildings is the same except that "address" is substituted for the building lists.

Decisions on eligibility were reached with the concurrence of the regional preservation officer of the Ohio Historic Preservation Office. This survey was completed in December, 1989.

East Monument Avenue

The Miami Conservancy District Building
 38 East Monument Avenue
 Miami Conservancy District Annex (Fire Alarm Telegraph and
 Police Signal Building)
 15 East Monument Avenue

Significance: These classically styled buildings are the city's best reminders of the 1913 flood and the resulting governmental efforts to prevent future flood disasters. These buildings are potentially eligible for the National Register.

Engineer's Club
 110 East Monument Avenue

Significance: This ca.1918 building was constructed to provide a home for the Engineer's Club, a society formed by Edward A. Deeds and Charles F. Kettering to encourage closer social and technical ties between members of the profession. The building is potentially eligible for the National Register.

West Monument Avenue

D. H. Peer Ltd.
 10 West Monument Avenue

Significance: This three story building, with its sandstone facade and fine architectural detailing, is one of the downtown's most elegant historic commercial structures. The building is potentially eligible for the National Register.

First Baptist Church
 111 Monument Avenue

Significance: This beautifully styled church has retained its historic integrity and represents the period when Dayton residents still centered their activities in the downtown. It was designed by the local architectural firm of Schenck and Williams and is potentially eligible for the National Register.

YMCA
 117 West Monument Avenue

Significance: This building is listed on the National Register.

Isaac Pollack House
 120 West Monument Avenue

Significance: This house was listed on the National Register on 12/16/74.

DeWeese House
 136 West Monument Avenue

Significance: This richly embellished stone house is one of few houses left in the downtown. It represents the period

when wealthy citizens commonly built their elegant homes in the downtown within walking distance of their business or place of employment. It is potentially eligible for the National Register.

Hanitch-Huffman House

139 West Monument Avenue

Significance: This house was listed on the National Register on 3/29/82.

East First Street

First and Main Street Historic District

Significance: See North Main Street

Dr. Jefferson Walters House

35 East First Street

Significance: This nineteenth century house was listed on the National Register on 11/20/74.

James Brooke House (Easterling Photography)

41 East First Street

Significance: This house was listed on the National Register on 5/29/75.

Memorial Hall

125 East First Street

Significance: This building was listed on the National Register on 1/14/88.

West First Street

Talbott Tower

118 East First Street

Significance: This pivotal corner building is one of few examples of Art Moderne architecture in the city. It is potentially eligible for the National Register.

First Lutheran Church

138 West First Street

Significance: This important Dayton landmark was listed on the National Register on 3/29/83.

Westminster Presbyterian Church

208 West First Street

Significance: This 1926 Gothic Revival church was designed by the Dayton architectural firm of Schenck and Williams and is an important Dayton landmark. It is potentially eligible for the National Register.

Downtown Dayton

Ohio Historic Preservation Office
 1985 Velma Avenue
 Columbus, Ohio 43211
 614/297-2470



OHIO HISTORIC INVENTORY

1. No.		2. County Montgomery	4. Present Name(s) DeWeese House (80) <input type="checkbox"/> Coded	
	Location of Negatives Mont. Co. Historical Soc.	5. Historic or Other Name(s)		
	Title No.	Picture No.(s)		
Specific Address or Location 136 West Monument Street			16. Thematic Association(s) urban development	28. No. of Stories 2 1/2
3. Lot, Section or VMD Number			17. Date(s) or Period ca. 1890	29. Basement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City or Village Dayton If Rural, Township & Vicinity			18. Style or Design <input type="checkbox"/> High Style <input type="checkbox"/> Elements	30. Foundation Material stone
Site Plan with North Arrow			18a. Style of Addition or Element(s)	31. Wall Construction masonry
U.T.M. Reference			19. Architect or Engineer	32. Roof Type & Material complex/hip
Quadrangle Name			19a. Design Sources	33. No. of Bays Front 4 Side
Name Easting Northing			20. Contractor or Builder	34. Exterior Wall Material(s) stone
Site <input type="checkbox"/> Structure <input type="checkbox"/>			21. Building Type or Plan	35. Plan Shape irregular
Building <input checked="" type="checkbox"/> Object <input type="checkbox"/>			22. Original Use, if apparent residence	36. Changes add. Addition <input type="checkbox"/> Altered <input type="checkbox"/> Moved <input type="checkbox"/>
On National Register? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			23. Present Use commercial	37. Window Type(s) 1/1
12. N.R. Yes <input checked="" type="checkbox"/> Potential? No <input type="checkbox"/>			24. Ownership Public <input type="checkbox"/> Private <input type="checkbox"/>	38. Building Dimensions
14. District Yes <input type="checkbox"/> Potential? No <input checked="" type="checkbox"/>			25. Owner's Name & Address, if known	39. Endangered? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Established District (N.R. or Local)			26. Property Acreage	40. Chimney Placement
27. Other Surveys in Which Included			27. Other Surveys in Which Included	41. Distance from and Frontage on Road
2. Further Description of Important Interior and Exterior Features (Continue on reverse if necessary) This 2 1/2-story stone house has an entrance on the right bay. The entry porch has fluted columns supporting an entablature. Other features include: 2-story round bay with stepped gable, 1st story round bay, oriel window on the left corner, bracketed eave. A round two-story bay with stepped gable is on the Wilkinson Street facade.				PHOTO
3. History and Significance (Continue on reverse if necessary) This elegant Queen Anne remains from the period when the western section of the downtown was the home of many of Dayton's leading citizens. It is an important Dayton landmark.				
4. Description of Environment and Outbuildings (See #52) The house is located in downtown Dayton.				PHOTO
5. Sources of Information				46. Prepared by Claudia Watson
				47. Organization Mont. Co. His. Soc.
				48. Date Recorded in Field 7/92
				49. Revised by
				50a. Date Revised
				50b. Reviewed by

1. No.

2. County

4.5. Present or Historic Name

6. Specific Address or Location

Jour. Rec. 1/17/63 HISTORIC HOMES
DEWEESE

Old DeWeese Home Sold

The former Ralph DeWeese home at the southeast corner of Monument avenue and Wilkinson street has been purchased for \$85,000 for investment purposes by Barry Blackledge, accountant. The property was acquired

from R & A Realty company, headed by Dr. Robert E. Pumphrey, who maintained offices there before he retired and moved to Belvedere, Calif. Two other physicians, Drs. J. W. Wittesch and S. J. Randall, will continue to maintain offices on the first floor. Seven furnished apartments occupy the rest of the structure.

The building was constructed in the 1890's on land the late Daniel Cooper purchased for \$100 from an early settler, according to Walter E. McCluskey, realtor, who represented both parties.

from
owner

THE DEWEESE MANSION

The turn of the 20th Century was truly a Golden Age for the City of Dayton, Ohio. Charles F. Kettering was hard at work and the Wright Brothers were getting close to powered flight. During this time those in the know shopped at the DeWeese and Biddleman department store at the corner of Third and Main Streets.

In 1902 Rollin DeWeese completed construction on his "town home" at the corner of Main and Monument Streets. (The DeWeese Parkway follows the route the DeWeese family used to get to and from their country estate close to where the Wegerzyn Garden center is now located.) Rollin DeWeese constructed a three story French Gothic, exposed limestone home, to have a residence in keeping with being one of Dayton's premiere retail merchants. This historic home is one of only two houses still standing in its original location in what could be referred to as Dayton's Mansions Row. (The other is the historic Dayton Womens Club).

As one enters the main entrance a large brass chandelier is immediately noticed, along with stained glass transom windows, quartered oak window frames and ceiling beams, and beautiful hard wood floors in what is now a reception area but was originally the main entrance and stairway. (The stairway was removed in the 1950's).

During the 1950's the last remaining member of the DeWeese family sold the structure to a physician, who then turned the first floor into medical offices and the second and third floors into apartments. When the home was restored in the early 1980's, a vast amount of time and effort was needed to undo the damage done by the conversion into office space.

The hardwood floors in the entryway, as well as the rest of the first floor, had already been damaged by the 1913 flood, and then restored. The physician then covered these floors with tile. To return to the original hardwood took extreme care as the tongue and groove formation of the boards had already been reduced in thickness in the restoration after the flood. The quartered oak in the entryway also required restoration.

When one proceeds from the entryway into the library, again the quartered oak stands out, this time with floor to ceiling paneling and bookshelves, along with the window frames. Again the transoms are of stained glass. The fireplace is trimmed in green onyx and the ceiling is a masterpiece in ornate plasterwork.

When restoration was started in the 1980's, the green onyx for the fireplace was stuck in a corner of a storage room. When what was then thought to be the ceiling of the library was being scraped to be prepared for painting, the painter broke through the plaster accidentally. This was the best of all accidents, in that it exposed the true ceiling with the plasterwork that is seen today. The "false" ceiling was removed and plaster craftsmen were brought in to restore the ceiling. Portions of the plasterwork had been damaged, so they had to create molds, and then reverse molds, to fill in the voids. The master

painter Bob Nelson, who also painted the artwork at the Arcade, was brought into paint the fine plasterwork.

Across the hall from the library is a lovely sitting room with a fireplace in the bowed wall. Again there are the hardwood floors, the quartered oak, stained glass transoms and a wonderful chandelier.

Down the hall from the library are two rooms which mirror each other. These were originally one room, the main dining room for the house. The rooms share a bay window with a window seat. Each room has features in common with the rest of the first floor, lovely chandeliers, and quartered oak trimming.

An interesting touch in the quartered oak trimming is that some of it had been damaged and replaced with plain boards. During the restoration in the 1980's, Bob Nelson stained the window frames, and while the stain was still wet, used fine paint brushes to create the effect of quartered oak.

During the restoration in the 1980's, a stairway was added to gain access to the basement. This stairway enters a room of exposed limestone which was originally whitewashed and served as a storage room. The walls had the whitewash removed to show the actual stone and its coloring. It is fair to say that there are not many rooms as unique as this one in Dayton.

The rest of the basement features windows up at the ground level, plaster walls and exposed brick and stone walls.

The entire building received more care in 2009 and 2010, as about 40% of the plasterwork was repaired, and all the internal and all of the external surfaces were repainted. The stone wall in the basement was worked on and treated to truly bring back its beauty.

As one steps into the DeWeese home, one truly steps into a piece of Dayton history.

YOUNG MEN'S CHRISTIAN ASSOC OF
DAYTON
111 W FIRST ST
DAYTON OH 45402 1159

WESTMINISTER PRESBYTERIAN CHURCH
125 N WILKINSON ST
DAYTON OH 45402 1423

BLACKLIDGE FAMILY REALTY LLC
136 W MONUMENT AVE
DAYTON OH 45402

DAYTON PEACE MUSEUM, INC
208 W MONUMENT AVE
DAYTON OH 45402

WOMENS CLUB HOUSE COMPANY
225 N LUDLOW ST
DAYTON OH 45402 3001

EMC DAYTON HOLDINGS LLC
2314 AUBURN AVE
CINCINNATI OH 45219

SIMMS MONUMENT WALK LTD
2785 ORCHARD RUN RD
DAYTON OH 45449

711 REALTY LTD
6859 ROSEBUD WAY
DAYTON OH 45415

LANDING II LIMITED PARTNERSHIP
720 OLIVE ST STE 2500
SAINT LOUIS MO 63101

HUFFMAN HISTORICAL HOUSE
P O BOX 10068
DAYTON OH 45402 7068

2-008-2016

Donna Martin, President
Preservation Dayton
1362 Harvard Blvd.
Dayton, Ohio 45406

Rashella Lavender, Clerk
Office of the City Commission
101 West Third St.
P.O. Box 22
Dayton, OH 45401

Mr. Gary Blacklidge
1144 Gary Lane
New Carlisle, OH 45344

John Gower
CityWide Development Corp
8 North Main Street
Dayton OH 45402

Ann Schenking, Secretary
Plan Board
101 West Third St.
P.O. Box 22
Dayton, OH 45401

Tony Kroeger
Planning and Community Dev.

Mr. Brady Kress
Dayton History
1000 Carillon Blvd.
Dayton, Ohio 45409

2-008-2016

Sandy Gudorf
Downtown Dayton Partnership
Key Bank Tower
10 W. Second St., Suite 611
Dayton, OH 45402

Amy Walbridge
Economic Development

By

EMERGENCY MEASURE
No . . . 1. Reading, 2. Separate Meetings
2 Readings at One Meeting ~~X~~

AN ORDINANCE

Amending the Official Zoning Map to Establish a HD-2
Historic Overlay District at 136 West Monument Avenue, and
Declaring an Emergency.

WHEREAS, An application has been made to establish a HD-2 Historic Overlay District at
136 West Monument Avenue for the James Robert DeWeese House; and

WHEREAS, The applicant requested that a HD-2 Historic Overlay District be established for
the James Robert DeWeese House in recognition of its history as a downtown residence and its
exceptionally intact Chateausque architectural style; and

WHEREAS, The underlying zoning for 136 West Monument Avenue shall remain CBD
Central Business District with a POD-2 Pedestrian Oriented Design zoning overlay; and

WHEREAS, The City Plan Board at its September 13, 2016, meeting recommended approval
of the HD-2 Historic Overlay District, Case Z-008-2016; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety,
and in order to protect the historical significance of the James Robert DeWeese House located at 136
West Monument Avenue, 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. In accordance with the recommendation of the City Plan Board, as made in Case Z-
008-2016, a HD-2 Historic Overlay District is established for the James Robert DeWeese House
located at 136 West Monument Avenue. The City Lot Number that comprises this zoning map
amendment is 20 PT; the Parcel Identification Number is R72 00308 0001. The underlying zoning for
136 West Monument Avenue shall remain CBD Central Business District with a POD-2 Pedestrian
Oriented Design zoning overlay. The City's official zoning map shall be redrawn to include and show
the HD-2 Historic Overlay District.

Section 2. For the reasons stated in the preamble hereof, the Commission declares that this
Ordinance is an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission, 2016

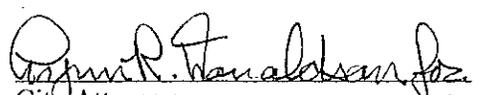
Signed by the Mayor, 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:


City Attorney
LSB



13.

October 7, 2016

P.H. - NOVEMBER 16, 2016
6:00 P.M.
CASE NO. Z-009-2016

TO: Members of the City Commission

FROM: Greg Scott, President
City Plan Board

Greg Scott

**SUBJECT: Transmittal of Report for City Plan Board Case Z-009-2016
Amend the Area 1 Regulations of Planned Development PD-109
(HOPE VI Project) to Allow for the Construction of an Apartment
Building for Seniors**

Applicants: Mr. Michael Krause and GDPM (aka DMHA)
Audubon Crossing Limited Partnership
229 Huber Village Boulevard, Suite 100
Westerville, OH 43081

Description: Amend the Area 1 Regulations of Planned Development PD-109 (HOPE VI Project) to allow for the construction of an apartment building for seniors. The site of the proposed building is generally bounded by vacated Berm Street on the north, the alley north of Edgewood Avenue on the south, the Senior Resource Connection building on the east, and the alley east of Middle Street on the west.

Board Action: Date: September 13, 2016 Decision: Recommended Approval

Attachments:

1. Plan Board Minute Record
2. Plan Board Case Report
3. Copy of Ordinance
4. Correspondence Received

If you have any questions, please contact Ann Schenking at 333-3699.

GS/ams

c: Ms. Shelley Dickstein, Mr. Joe Parlette, Ms. Tammi Clements, Mr. Aaron Sorrell,
Mr. Brian Inderrieden, Mr. Carl Daugherty, Ms. Ann Schenking, Case File



MEMORANDUM

October 10, 2016

TO: Rashella Lavender, Clerk of Commission
Office of the City Commission

FROM: Ann Schenking, Secretary 
City Plan Board

SUBJECT: Advertise Public Hearing for City Plan Board Case Z-009-2016
Amend the Area 1 Regulations of Planned Development PD-109
(HOPE VI Project) to allow for the construction of an apartment
building for seniors

Applicant: Mr. Michael Krause for GDPM (aka DMHA)
Audubon Crossing Limited Partnership
229 Huber Village Boulevard, Suite 100
Westerville, OH 43081

Description: Amend the Area 1 Regulations of Planned Development PD-109 (HOPE VI Project) to allow for the construction of an apartment building for seniors. The site of the proposed building is generally bounded by vacated Berm Street on the north, the alley north of Edgewood Avenue on the south, the Senior Resource Connection building on the east, and the alley east of Middle Street on the west.

Board Action: Date: September 13, 2016 Decision: Recommended Approval

Request: The Clerk is authorized by the R.C.G.O. to set the public hearing and provide the appropriate notice. **It is requested that the Public Hearing be scheduled for Wednesday, November 16, 2016, at 6:00 P.M.**

Advertising: Advertise Public Hearing on **Friday, October 14, 2016.**
Advertise in a newspaper of general circulation and mail a notice to mailing list when the notice is published.

Attachments: Legal Notice
Mailing List

If you have any questions, please contact me at ext. 3699. Thank you.

c: Case File, w/ attachment



**City of Dayton
Office of the City Commission
City Hall • 101 West Third Street
Dayton, Ohio 45402
(937) 333-3636**

Legal Notice

Notice is hereby given that the Dayton City Commission will hold a Public Hearing on Wednesday, November 16, 2016, at 6:00 P.M., or as soon thereafter as the hearing can begin, in the City Commission Chambers on the Second Floor of City Hall, 101 West Third Street, Dayton, Ohio on the following:

Official Zoning Map Amendment

Case: Z-009-2016

Amend the Area 1 Regulations of Planned Development PD-109 (HOPE VI Project) to allow for the construction of an apartment building for seniors. The site of the proposed building is generally bounded by vacated Berm Street on the north, the alley north of Edgewood Avenue on the south, the Senior Resource Connection building on the east, and the alley east of Middle Street on the west.

The proposed Official Zoning Map Amendment is available for public inspection in the Office of the City Commission and with the Secretary to the City Plan Board. Please direct inquiries on this subject to Jon White in the Department of Planning and Community Development, 937-333-3683 or jon.white@daytonohio.gov.

By order of the City Commission of the City of Dayton, Ohio.

**RASHELLA LAVENDER, CLERK
OFFICE OF THE CITY COMMISSION**



City of Dayton

City Plan Board

Summary Minute Record September 13, 2016

8. Z-009-2016 – Zoning Map Amendment – Amend the Area 1 Regulations of Planned Development PD-109 to Allow for an Apartment Building for Seniors

Applicant: Mr. Michael Krause
Audubon Crossing Limited Partnership
229 Huber Village Boulevard, Suite 100
Westerville, OH 43081

Priority Land Use Board: North Central Neighborhood Planning District: Old Dayton View

Decision: Approved with Conditions

Staff Comments

Jon White presented the staff report. He said staff believed the applicable determinations and findings can be made and recommended Plan Board approval of the case.

In 2001, the City Plan Board approved Planned Development Overlay PD-109 for a Dayton View Hope VI project today known as Audubon Crossing. The proposal was a Federal Hope VI initiative which included the demolition of high-density public housing and replacing it with low-density housing that would reflect the surrounding area's size and scale. The project demolished a total of 213 units of substandard public housing, developed 50 single and two family rental units, constructed and rehabbed 100 single and two-unit for sale housing, constructed a 30-unit "Senior Village", and reintroduced the street grid into the urban fabric.

PD-109 contained two conjoined areas each with specific development standards called Area 1 and Area 2.

PD-109 Amendment Proposal

The proposed PD-109 Audubon Crossing project is a 3-story 50-unit apartment building for senior residents, containing one and two bedroom living units and community spaces. The project is proposed to go on an existing vacant area that was initially designated to be a 194-space surface parking lot on the northeast section of Area 1 of PD-109. No modifications are proposed for Area 2. The site is located adjacent to the current HOPE VI development. Access to the site will be provided via an access drive off of Edgewood Avenue. A pavilion will provide outdoor space for the residents, and a plaza area will be located to welcome pedestrian traffic to the site. Additionally, a secondary entrance will be located at the northeast corner of the building to provide access to and from Salem Avenue.

Land Use:

The applicant does not request that the subject property be rezoned to include a Senior Living Facility as a permitted use. Mature Residential MR-5 will remain the underlying zoning and the Planned Development Overlay will include the development standards. The proposal is to construct a three story 50-unit Senior Facility on 1.756 acres. The density will be approximately 29.7 units per acre.

Off-Street Vehicle Parking:

The facility will be served by a 52-spaced surface parking lot located directly south of the facility. The lot will be access from Edgewood Avenue on the southeast section of the site. The entire perimeter of the parking lot will be landscaped including trees, shrubs, and berm. Two 9'0 x 36'0 landscaping islands will be included in the parking lot interior. Parking will be approximately 1.04 spaces per unit.

Traffic and Pedestrian Access:

Pedestrian and vehicular access will be located via Edgewood Avenue at the southeast corner of the site. Currently, a 33' wide public access easement extending from Edgewood Avenue to the Yuma Place alley directly to the south of the site exists. The driveway entrance to the site and parking lot will extend from this access point. Vehicular traffic circulation will be similar to the original intent of PD-109.

Pedestrian access points will also be created on the southwest and northeast sections of the site. The northeast access point will extend from a back building entrance onto a perimeter sidewalk which will connect the site to Salem Avenue. The southwest access point includes a small plaza with pavers and will provide pedestrian access onto Yuma Place alley. The Yuma Place alley will connect the site to a small park and walking path just west of Middle Street in the Hope VI development area. Sidewalk is also proposed around the perimeter of the parking lot as well as along the western and northern perimeter of the site.

Freestanding Signs:

Site entrance signs were not included with the PD application. Freestanding signs will be subject to underlying zoning regulations.

Architectural Features:

The proposed Senior Living Facility will be three stories and approximately 47' to the top of the roof. The building façade will include a brick veneer along with insulated vinyl siding. The building roof will be a 6:12 pitch and include 30-year architectural shingles. The front façade treatment reflects and is compatible with the two-story structures in the area. Total building area will be approximately 51,508 G.S.F.

Conclusion:

Overall, Planning staff supports the proposed PD-109 amendment. Although a 50-unit Senior Living Facility will be a significant change from the 194-space parking lot as proposed in the adopted PD-109, the proposed project will be a quality design with a number of landscaping and pedestrian improvements. Staff is concerned with the lack of street frontage for the facility as it does not follow good Urban Design and Pedestrian Oriented Design Standards. With that being said, the pedestrian connections planned on the site should provide adequate access to existing pedestrian facilities and ameliorate the lack of street frontage.

Public Comments

A letter from John Gower, 1008 West Grand Avenue, Dayton, OH, which stated the reasons he did not support the proposal, was provided to the Plan Board.

The Northcentral Land Use Board voted to support the Area 1 Amendment to allow for a 50-unit senior living facility. At the Land Use meeting, concerns were voiced about the one-way in one-way out vehicular access, resident access to fresh food/grocery, and pedestrian safety on Yuma Place. The community expects to continue to work with the developer and GDPM on site design.

The applicant, Michael Krause, Audubon Crossing Limited Partnership, 229 Huber Village Boulevard, Suite 100, Westerville, OH, and property owner, GDPM, represented by Kiya Patrick, 400 Wayne Avenue, Dayton, OH, spoke in support of the project and answered questions from the Plan Board. They said the application requires more community engagement which will be done. The public involvement scale for a one building, tax credit project is different than what is required for an entire HOPE VI project. Other sites are not available. The design is preliminary and lots of design work is yet to be done. A final

application which confirms that proper zoning is in place for the project is due November 22, 2016. GDPM doesn't want to lose the funding available for this \$10 million project. Senior housing is a complementary use here and there is a market for it.

Steve Makovec, Co-President, Jane Reece Neighborhood Association, 23 Dayton Avenue, Dayton, OH, said he first learned about this project two weeks ago. The neighborhood association hasn't been notified officially of the project and there hasn't been a chance to bring the neighborhood together to discuss it. The community was well engaged in the HOPE VI project. It is disappointing not to be involved on this piece. He saluted DMHA and the HOPE VI project which remade the area and created a livable, quiet residential environment. He explained the history of Omega Church's expected role in the HOPE VI project which did not come to fruition.

Dianne James, President, Ole Dayton View Neighborhood Association, 123 Audubon Park, Dayton, OH, said everyone in her neighborhood received notice about the project but the Jane Reece neighborhood did not. She is in favor of the project. GDPM worked closely with her to put a walking path in the neighborhood. She would like to see more improvements in the neighborhood, not empty lots. She would rather have something than nothing. She loves her neighborhood; it is one of the best in the city.

Board Discussion

The Plan Board discussed the case.

Ms. Pegues asked why the original proposal wasn't built and Mr. Payne, who worked for DMHA on the HOPE VI project, explained the HOPE VI project's background.

Mr. Payne said the proposed building doesn't blend in because it's too tall; it's not a realistic design. He asked if the number of units could be reduced and why the proposal did not include balconies. Balconies were a feature seniors desired and that feature was incorporated into the HOPE VI project's current senior housing building. He was ambivalent about trying to put housing where it was never intended to be.

Mr. Sauer said the site's connectivity was poor; there is no access to Salem Avenue. There is no public street frontage and poor pedestrian connections to existing sidewalks. He was fine with the proposed density; the siting was a problem.

Mr. Wright said he hated to see the opportunity to use the available funding lost but we have to recognize the longevity of these projects. It should complement what's there. He was concerned about density.

Staff will have to look at whether Berm Street, part of which is adjacent to the site and vacated, can be used to provide access to the project.

Mr. Scott said he saw the concerns of Plan Board members involving three things: massing, site configuration, and pedestrian access. He proposed that the Plan Board recommend amendments to the Area 1 Planned Development regulations that:

- Allow for a Multi-family senior living facility;
- Allow the Plan Board to grant a variance to the maximum building height requirement for multi-family structures; and
- Allow the Plan Board to grant a variance to the roof pitch requirements for multi-family structures.

Staff said that in accordance with the existing Planned Development regulations, the site design would return to the Plan Board for approval. Plan Board members agreed with Mr. Scott's proposal.

Board Action

A motion was made by Ms. Pegues, seconded by Mr. Payne and carried to recommend City Commission approval of Case Z-009-2016 to amend the Area 1 Planned Development regulations of PD-109 to allow for a multi-family senior living facility; allow the Plan Board to grant a variance to the maximum building height requirement for multi-family structures; and allow the Plan Board to grant a variance to the roof pitch requirements for multi-family structures. The recommendation was based on the Plan Board's ability to make the determinations specified in R.C.G.O. Section 150.125.7 as outlined in the staff report.

Ms. Beverly Pendergast	Absent	Mr. Jeff Payne	Yes
Mr. David Bohardt	Absent	Mr. Matt Sauer	Yes
Mr. Richard Wright	Yes	Mr. Greg Scott	Yes
Ms. Geraldine Pegues	Yes		

Minutes approved by the City Plan Board on October 11, 2016.

Ann Schenking, Secretary
City Plan Board

September 13, 2015

CITY PLAN BOARD REPORT
Case: Z-009-2016; 123 Edgewood Avenue

BACKGROUND:

Applicant:

Audubon Crossing Limited Partnership
229 Huber Village Blvd, Suite 100
Westerville, OH 43081

Owner(s):

Greater Dayton Premier Management
400 Wayne Avenue
Dayton, OH 45410

Priority Board: Northwest

Neighborhood: Dayton View

Land Use Committee: Northwest

Request/Description:

A **Planned Development Amendment** to PD-109 to construct a three-story multifamily elevator building that will have fifty (50) units of housing designated for seniors at 123 Edgewood Avenue (City lot: 83486). The zoning currently in place is the Dayton HOPE VI Planned Development PD-109. Pursuant to PD-109, the site proposed for development was previously designated to be a parking lot under the MR-5 zoning designation. That designation will not permit the construction of the building proposed above. As such, we are requesting that PD-109 be amended to permit the construction of a multifamily structure. Furthermore, amendments are required for roof pitch, height, and bike parking.

Board Authority:

§ 150.125.1 through 150.125.8 R.C.G.O. City Plan Board actions for amendments to the Official Zoning Map.

Applicable Plans and Policies:

CitiPlan 20/20: Goals

- We are the best at the 4 Rs – redevelopment; reuse; revitalization of our neighborhoods, business districts, downtown, and undeveloped land; and retention of our job base

CitiPlan 20/20: Revised Land Use Principles (2007)

-
- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
 - Provide for an active pedestrian environment throughout the City by designing thoroughfares that are sensitive to pedestrian needs.
 - Whenever possible, promote good urban design by using the Urban Design Guidelines and Pedestrian Oriented Design Standards when reviewing projects.

Dayton View Hope VI Neighborhood Planning Report (2002)

Agencies and Groups Contacted:

Property Owner's within 250 feet
Northwest Land Use Committee
Dayton View Neighborhood Association
Dayton View Historic Association

IMPACTS AND COMMENTS

Existing Land Use/Zoning: Vacant Lot

Proposed Land Use/Zoning: Senior Living Facility; MR-5/ PD-109

Surrounding Land Use/Zoning: North: Police Department District Headquarters; MNC
South: Single-family housing; MR-5/ PD 109
East: Senior Resource Connection; MNC
West: Residential Dwellings; MR-5/ PD-109

The proposed area for rezoning and establishment of a Planned Development consists of 1.756 acres at 123 Edgewood Avenue (City lot: 83486).

GENERAL LAND USE ISSUES AND ANALYSIS:

PD-109 Background

In 2001, the City Plan Board approved Planned Development Overlay PD-109 for a Dayton View Hope VI project today known as Audubon Crossing. The proposal was a Federal Hope VI initiative which included the demolition of high-density public housing and replacing it with low-density housing that would reflect the surrounding area's size and scale. The project demolished a total of 213 units of substandard public housing, developed 50 single and two family rental units, constructed and rehabbed 100 single and

two-unit for sale housing, constructed a 30-unit “Senior Village”, and reintroduced the street grid into the urban fabric.

PD-109 contained two conjoined areas each with specific development standards called Area 1 and Area 2. Area 1 was the former site of Edgewood Courts and Area 2 was the former site of Metro Gardens. Area 1, which is bounded by Edgewood Avenue to the south, Berm Street to the north, Meredith Street to the west, and Fromm Street (vacated) to the east, has been developed into nineteen (19) single-family units and eight (8) duplex units. Also proposed in PD-109 for Area 1 was a 194-space surface parking lot on the northeast section of the site which was to serve a “Family Life Center” which was proposed in Area 3 of the PD. Area 3 was removed from PD-109 and incorporated into PD-150 (Ordinance 30988-10). The surface parking lot and the Family Life Center never came to fruition and remain vacant lots.

Area 2 of PD-109 is bounded by Edgewood Avenue to the north, Williams Street to the west, Holt Street to the south, and Middle Street to the east. The section has been developed into sixteen (16) single-family housing units and a thirty (30) unit Senior Village and corresponding parking lot. The housing is a mix of private market and Greater Dayton Premier Management.

PD-109 Amendment Proposal

The proposed PD-109 Audubon Crossing project is a 3-story 50-unit apartment building for senior residents, containing one and two bedroom living units and community spaces. The project is proposed to go on an existing vacant area that was initially designated to be a 194-space surface parking lot on the northeast section of Area 1 of PD-109. No modifications are proposed for Area 2. The site is located adjacent to the HOPE VI development. Access to the site will be provided via an access drive off of Edgewood Avenue. A pavilion will provide outdoor space for the residents, and a plaza area will be located to welcome pedestrian traffic to the site. Additionally, a secondary entrance will be located at the northeast corner of the building to provide access to and from Salem Avenue.

Land Use:

The Applicant does not request that the subject property be rezoned to include a Senior Living Facility as a permitted use. Mature Residential MR-5 will remain the underlying zoning and the Planned Development Overlay will include the development standards. The proposal is to construct a three story 50-unit Senior Facility on 1.756 acres. The density will be approximately 29.7 units per acre.

Off-Street Vehicle Parking:

The facility will be served by a 52-spaced surface parking lot located directly south of the facility. The lot will be access from Edgewood Avenue on the southeast section of the site. The entire perimeter of the parking lot will be landscaped including trees, shrubs,

and berm. Two 9' x 36' landscaping islands will be included in the parking lot interior. Parking will be approximately 1.04 spaces per unit.

Traffic and Pedestrian Access:

Pedestrian and vehicular access will be located via Edgewood Avenue at the southeast corner of the site. Currently, a 33' wide public access easement extending from Edgewood Avenue to the Yuma Place alley directly to the south of the site exists. The driveway entrance to the site and parking lot will extend from this access point. Vehicular traffic circulation will be similar to the original intent of PD-109.

Pedestrian access points will also be created on the southwest and northeast sections of the site. The northeast access point will extend from a back building entrance onto a perimeter sidewalk which will connect the site to Salem Avenue. The southwest access point includes a small plaza with pavers and will provide pedestrian access onto Yuma Place alley. The Yuma Place alley will connect the site to a small park and walking path just west of Middle Street in the Hope VI development area. Sidewalk is also proposed around the perimeter of the parking lot as well as along the western and northern perimeter of the site.

Freestanding Signs:

Site entrance signs were not included with the PD application. Freestanding signs will be subject to underlying zoning regulations.

Architectural Features:

The proposed Senior Living Facility will be three stories and approximately 47' to the top of the roof. The building façade will include a brick veneer along with insulated vinyl siding. The building roof will be a 6:12 pitch and include 30-year architectural shingles. The front façade treatment reflects and is compatible with the two-story structures in the area. Total building area will be approximately 51,508 G.S.F.

Conclusion:

Overall, Planning Staff supports the proposed PD-109 amendment. Although a 50-unit Senior Living Facility will be a significant change from the 194-space parking lot as proposed in the adopted PD-109, the proposed project will be a quality design with a number of landscaping and pedestrian improvements. Staff is concerned with the lack of street frontage for the facility as it does not follow good Urban Design and Pedestrian Oriented Design Standards. With that being said, the pedestrian connections planned on the site should provide adequate access to existing pedestrian facilities and ameliorate the lack of street frontage.

DETERMINATIONS AND FINDINGS

Section 150.125.7 (A), R.C.G.O. states when a proposed amendment would result in a change of zoning classification of any property, the Plan Board and City Commission should consider:

(1) The change in classification would be consistent with the Comprehensive Plan of the City or other adopted plans and policies.

Staff believes the change in zoning classification is in the best interest of the City and the amendment will designate the appropriate zoning classification based upon the goals, strategies, principles, and priorities set forth by the City Commission in the City of Dayton Comprehensive Plan (i.e. CitiPlan 20/20).

CitiPlan 20/20: Revised Land Use Principles (2007)

- Encourage planned development overlays and other special controls to facilitate development in undeveloped areas, underdeveloped areas, and areas where the proposed use may require additional conditions to ensure compatibility with surrounding land uses.
- Whenever possible, promote good urban design by using the Urban Design Guidelines and Pedestrian Oriented Design Standards when reviewing projects.

(2) The change in classification would be consistent with the intent and purpose of this Zoning Code.

The purpose of the Zoning Code is to promote and uphold the public health, safety, and general welfare of the City through regulation of land and of the type, size, and use of structures. The proposed Senior Living Facility will meet all zoning regulations of the underlying MR-5 District as well as the overlying PD standards.

(3) The proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions.

When PD-109 was adopted in 2002, a 194-space surface parking lot was planned on the site to serve a Family Life Center proposed to be constructed south of the site. Neither the surface parking lot nor the Family Life Center was constructed and today both lots sit vacant.

(4) The uses that would be permitted on the property if it were reclassified would be compatible with the uses permitted on other property in the immediate vicinity.

The uses that would be permitted on the property if it were reclassified would be compatible with the uses in the immediate vicinity. An existing senior facility was

constructed as part of Area 2 of PD-109 along with other residential uses including single and two family structures.

(5) The uses that would be permitted on the property if it were reclassified would have an adverse environmental or health impact on the immediate surrounding area in terms of acceptable air, noise, light, or water quality standards.

The uses that would be permitted if the property were reclassified would not adversely impact the immediate surrounding areas in terms of air, noise, light, or water quality standards.

(6) Adequate utility, sewer, and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on a property if it were reclassified.

Adequate utilities currently exist to serve the properties within the area. An existing storm water easement will be relocated and new lines will be installed in an adjacent alley right of way.

7) The amount of vacant land with the same zoning classification as proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances, if any, make a substantial part of such vacant land unavailable for development.

The proposed Senior Living Facility will be constructed on existing vacant land. The existing vacant land was originally proposed to be a surface parking lot to serve a Family Life Center. Neither the parking lot nor the Family Life Center was constructed.

(8) The proposed amendment would correct an error in the application of this Zoning Code as applied to the subject property.

No such error appears to exist. The 194-space parking lot as originally planned to be installed on the site never came to fruition.

ALTERNATIVES

1. Recommend approval of the requested PD-109 amendments and Development Plan as submitted by the Applicant at 123 Edgewood Avenue (City lot: 83486), based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.125.7 (A) 1 through 8, finding that it is consistent with the CitiPlan:20/20 plan future land use principles.

-
2. Recommend approval with modifications to the requested PD-109 amendments and Development Plan as submitted by the Applicant at 123 Edgewood Avenue (City lot: 83486), based on the Board's ability to make the necessary determinations found in R.C.G.O. Section 150.125.7 (A) 1 through 8, finding that it is consistent with the CitiPlan:20/20 plan future land use principles.
 3. Recommend denial of the requested PD-109 amendments and Development Plan as submitted by the Applicant at 123 Edgewood Avenue (City lot: 83486), based on the Board's inability to make the necessary determinations found in R.C.G.O. Section 150.125.7 (A) 1 through 8, finding that it is consistent with the CitiPlan:20/20 plan future land use principles.
-

FUTURE ACTIONS:

If the Plan Board recommends approval of the proposed map amendment, the request will be forwarded to the City Commission for public hearing.

Attachments:

Development Plan
Development Standards
Aerial Map
Zoning Map
Correspondence

**CPB Case Z-009-2016 (PD-109)
Amended Area 1 Development Standards
As Recommended by Plan Board**

Audubon Crossing Senior Facility Area

Parcel Identification Numbers: R72 07414 0030

Land Area: 1.756

The following land use controls are applicable to Area 1 of Planned Development-109. Area 1 is bounded by Edgewood Avenue to the south, Berm Street to the north, Meredith Street to the west, and Fromm Street (vacated) to the east.

Intent & Purpose

To meet the goals and objectives of the development with the facilities that are required, while ensuring the development is compatible with the characteristics of the surrounding neighborhood, the development standards contained herein shall apply to the above referenced parcels.

I. Area 1 (Edgewood Site) - Area Development Requirements:

A. Land use:

1. Permitted uses:

- a. All uses listed as a permitted use according to R.C.G.O. § 150.121 (R-5 District).
- b. Off-street parking as regulated by R.C.G.O. §§ 150.344 – 150.357, inclusive.
- c. Parks, playgrounds, open space, and community centers.
- d. Multi-family senior living facility.

2. Conditional uses: None.

B. Lot Size requirements:

1. Single family structures:

- a. Minimum lot size: 4000 square feet.
- b. Minimum lot width: 40 feet.
- c. Minimum lot depth: 100 feet.
- d. The Plan Board may grant a variance of the lot size and dimension requirements provided the newly created lot and the proposed structure are in scale with the average lot size and structures of the block on which it is located.

2. Two-family structures:
 - a. Minimum lot size: 5000 square feet.
 - b. Minimum lot width: 50 feet.
 - c. Minimum lot depth: 100 feet.
 - d. The Plan Board may grant a variance of the lot size and dimension requirements provided the newly created lot and the proposed structure are in scale with the average lot size and structures of the block on which it is located.

C. Bulk requirements:

1. Maximum building height: 40 feet.
 - a. For multi-family structures, the Plan Board may grant a variance to the maximum building height requirement.
2. Yard requirements:
 - a. Minimum front yard: 17 feet
 - b. Minimum side yard: A side yard is required on each side of the lot; the total of both sides shall be at least ten feet and no side yard shall be less than five feet.
 - c. Minimum rear yard: 25 feet.
3. Maximum lot coverage: 50 percent.

D. Urban design:

1. New streets and alleys shall be designed according to City Standards and should match typical Dayton View profiles for street width, sidewalk, and tree lawn area.
2. Cul-de-sacs are not permitted, unless a significant hardship can be demonstrated to the City Plan Board by the developer or the affected landowners.
3. Distinctive gateway treatments at Meredith Street and the new street shall include a generous tree lawn and canopy trees.

E. Architectural design:

1. Massing and site design:

- a. All buildings in Area 1, as delineated on the attached map, shall be a minimum of two stories tall, except one story buildings designed specifically for elderly and handicapped-accessible structures.
- b. The front entrance or finished first floor elevation shall be placed at least 2.5 feet above the average lot grade.

2. Roofs:

- a. All new structures shall have a minimum roof pitch of 8:12 and a maximum roof pitch of 12:12.
- b. For multi-family structures, the Plan Board may grant a variance to the roof pitch requirements.
- c. Housing designs shall locate a primary gable on the front elevation.
- d. Shingles color shall be of a dark to medium color. No white shingles or light color shingles shall be permitted.

3. Material:

- a. Durable traditional cladding materials such as wood and brick are strongly encouraged. However, contemporary exterior building materials are permitted.
- b. Any type of siding material shall be designed and installed to resemble wood lap siding, and in no case shall the exposed siding measure more than four inches.

4. Windows:

Except for transom windows, or small specialized windows, i.e. bathroom windows, those located on either side of a chimney and those at stairways, all windows shall be vertical in proportion, i.e. at least 1.5:1 vertical to horizontal dimension.

5. Garages:

Garages may be either free standing or attached to the residential structure. In either case, vehicular access to the garage shall be from an alley.

F. Off-street parking regulations:

All uses shall be regulated by R.C.G.O. §§ 150.344-150.357, inclusive.

G. Signage:

Signage shall be permitted in accordance with R.C.G.O. §§ 150.360 - 150.399, inclusive.

H. Landscaping and screening provisions:

1. All green space and landscaping shall be provided as depicted on plan.
2. Canopy trees of at least 2.5-inch caliper shall be installed 35 feet on center within the tree lawn (area between sidewalk and curb). Acceptable species shall be those listed in R.C.G.O. § 150.03265.

I. Utility placement:

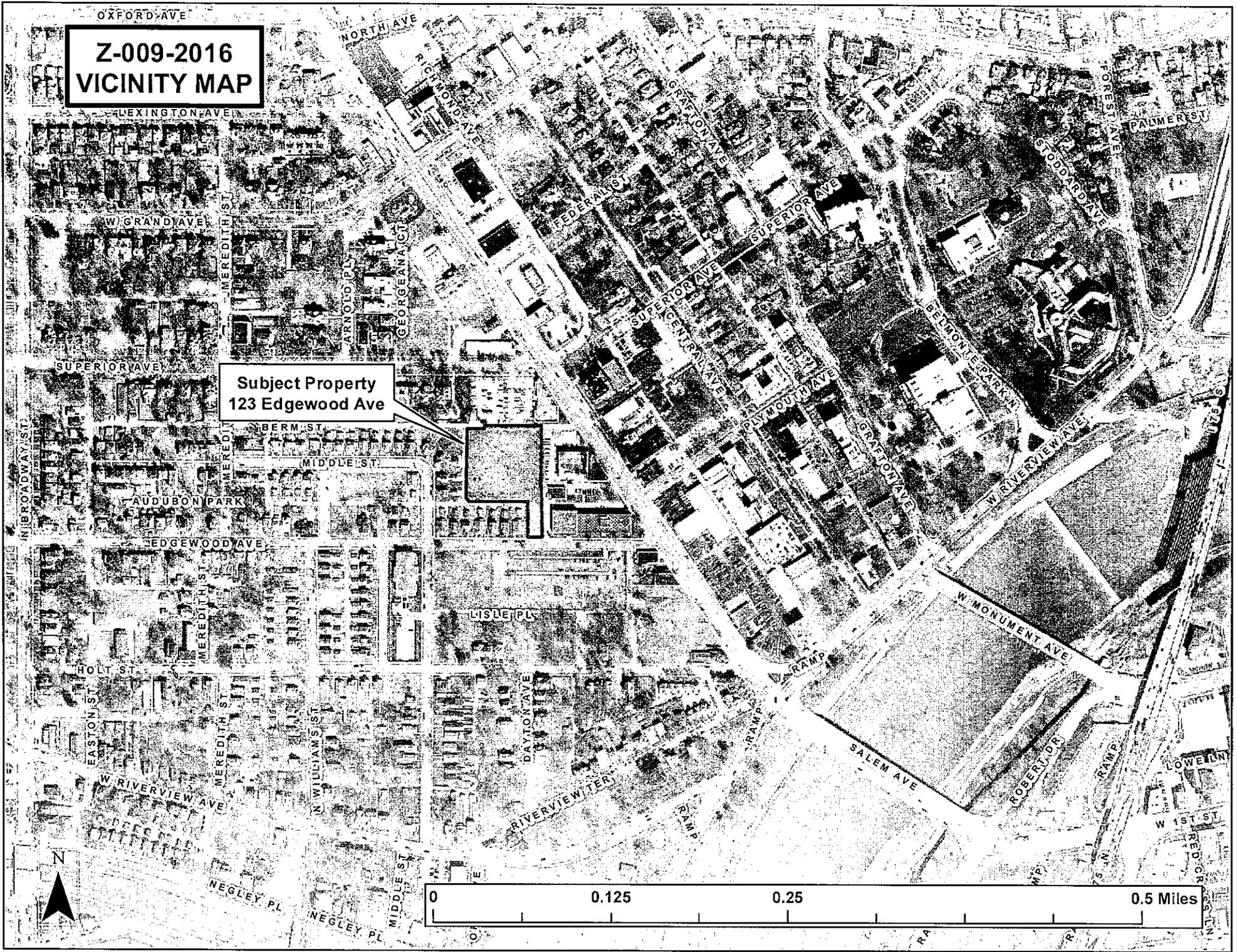
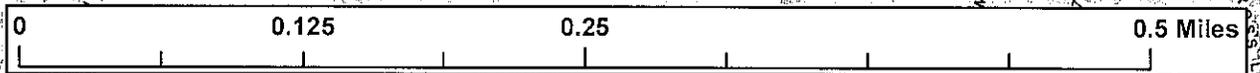
All private utilities shall be placed underground or located in the rear of the property except as modified by the Plan Board with due consideration to environmental concerns.

J. Surface drainage regulations:

The storm sewer design within this development will comply with the Montgomery County Subdivision Drainage Regulations. The purpose of the storm water control is to allow development without flooding other lands through detention that will not increase the rate of run-off, which currently exists.

**Z-009-2016
VICINITY MAP**

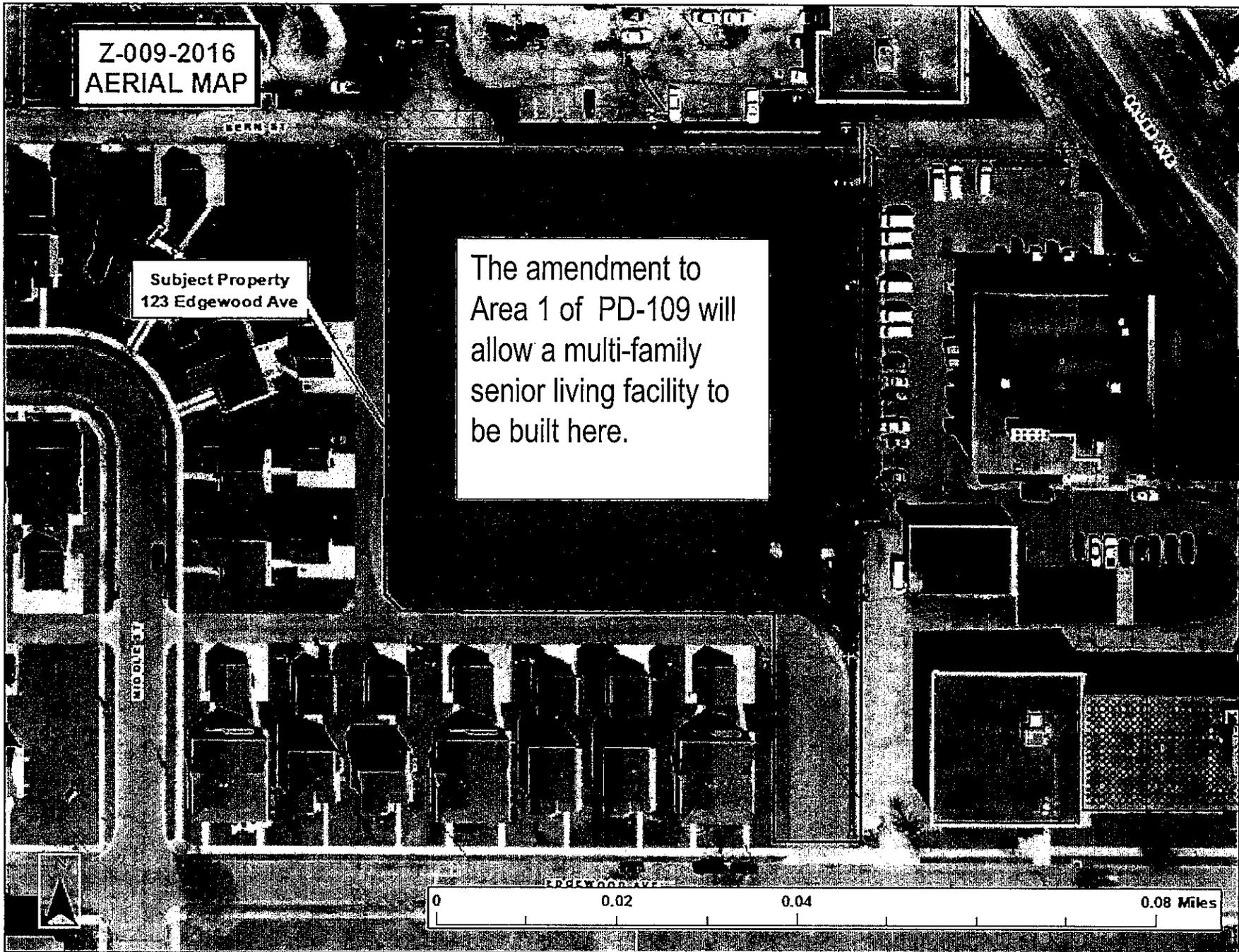
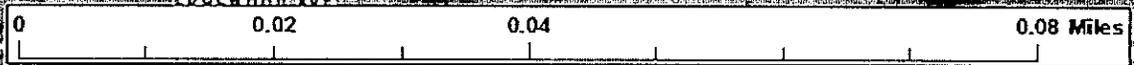
**Subject Property
123 Edgewood Ave**



Z-009-2016
AERIAL MAP

Subject Property
123 Edgewood Ave

The amendment to
Area 1 of PD-109 will
allow a multi-family
senior living facility to
be built here.



**Z-009-2016
ZONING MAP**

MMF

DEEM ST

The amendment to Area 1 of PD-109 will allow a multi-family senior living facility to be built here.

MNG

Subject Property
123 Edgewood Ave

EDGWOOD AVE

MR-5

MIDDLE ST

N

MMF

EDGEWOOD AVE

0 125 250 500 Feet

September 12, 2016

Dayton City plan Board Members,

My name is John Gower. I live at 1008 Grand Avenue in the Dayton View Historic District and I have been working for the better part of 4 decades to better the community in which I live.

I wish to offer the following comments regarding the proposed Greater Dayton Premier Management (GDPM) senior housing facility in the Hope VI area in Old Dayton View:

- First of all, a personal perspective on background on the Hope VI effort..... For the neighborhoods that surround this area, the Hope VI engagement and resulting plan and implementation occurred after years of effort and fatigue dealing with the issues of what stood on the site before that and the constant impact on the adjoining communities.

When DMHA/GDPM started the discussion in the late 90's, they raised hope in the immediate neighborhoods that something serious and long-term was coming forward.

From my personal perspective, this community development planning effort stands as one of the hallmark/highpoints of DMHA/GDPM professional achievements.

Under their leadership and tenacity, they plowed forward, seriously engaged all of the adjacent neighborhoods together, helped build the trust and respect that was need to pull that thing off. They also made sure that this effort aligned and meshed with the support and engagement of the City and Omega.

The ultimate expression of that effort was the formal adoption of the PD. In this case the PD represented the summation of that effort and essentially stood as the contract and document among all of the parties – DMHA, the City, Omega, Jane Reece, Progressive Southern Dayton View and the Dayton View Historic Association.

Fast Forward to Today:

- Process – On the surface it would appear that this proposal may have been in the works for quite a bit of time (six months or more – this type of proposal takes at least that kind of time). From my personal perspective, the fact that the neighborhoods of Jane Reece and Dayton View Historic District have not been actively engaged in this proposal is troubling, perplexing and discouraging. On the surface, a proposal has been developed by administrators without much regard or respect for the community perspective for the lack of apparent community engagement. The Hope VI Planned Development was the culmination of a rigorous community development planning effort. On the surface it appears that the proposed modification to the PD may – or may not – have included an analysis of the concentration of low-income households, a variety of proposal alternatives that would have explored other opportunities that may really exist out here in the eyes of the community.

From my humble perspective as someone who has been fighting the good fight over here for 40 years, the lack of process and implicit lack of consideration and engagement that has taken place is troubling. That up to this point, no one in the administrative world of advancing this proposal insisted on vetting this with adequate time and engagement is disappointing.

The Tenets of the Hope VI Planned Development:

- There were/are some fundamental commitments made by DMHA/GDPM and the City that helped shape the PD – in this case, I would describe the good faith negotiation that went into this Planned Development as guiding a pretty successful outcome to this point.

A commitment to reduction of density and mixing of incomes was one the fundamental shaping principles of the PD. What is on the table is both counter-intuitive and maybe ironic. On the surface, it appears that the community has not been engaged and brought along to help understand the driving principles, assumptions data and analytical community development assumptions of the proposal.

The PD embedded and integrated a very thoughtful urban design perspective into how all of the pieces of the development would function together and create positive impacts for the existing neighborhoods and the future residents of the Hope VI plan.

My own personal observations on this particular proposal with regards to what has been shared up to this point:

- There appears to have been something missing in this development planning process.....an analysis of impact, thoughtful alternatives that would attempt to think about how something like this proposal could be leveraged to make a potential major impact on the lower Salem corridor and lack of civic engagement.

While I am personally open to a thoughtful, strategic discussion of additional restricted income housing units in my community, that openness would be linked to a similarly thoughtful, strategic series of options or alternatives that would give attention and regard to good urban design and place-making principles:

Instead of jamming the proposed units into the back end of this hidden site – for which the particular site was not planned to hold and is ill-suited for such (especially for seniors), there could be an option that places a companion facility at the southeast corner of Edgewood and Middle Streets and begin to give the appearance and function of place and community. Having a companion senior component directly across the street from the existing senior component begins to shape a notion of village. Designing and siting that afford good views, connectivity with livable streets and other residents is critical to sustainable healthy residential areas.

Not locating and siting this housing component of this scale directly on Salem Avenue represents the oversight of a great opportunity. Lower Salem is arguably the worst looking corridor connecting to the downtown in the entire inner-ring area surrounding the downtown. Developing an alternative to locate

this directly on Salem Avenue (on the Omega site, for example) passes by the opportunity to leverage an investment such as this to begin to transform/reimage lower Salem and create a an opportunity to generate and spark some serious optimism for the future of lower Salem. This, in many regards, from my own perspective, is disheartening in that apparently the professionals and administrators involved in the formulation of this proposal either thought, envisioned and/or led an effort of such.

For the reasons stated above, I do not support this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Gower', with a long horizontal flourish extending to the right.

John Gower
1008 Grand Avenue
Dayton 45402



NORTHCENTRAL PRIORITY LAND USE BOARD

September 13, 2016

RE: Zoning Appeals Case #009-2016

TO: City Plan Board Members,

At its meeting on Monday, September 12th, the Northcentral Land Use Board voted to support the request to amend the Area 1 of the PD-109 (City Lot: #83486) for the Audobon Crossing Senior Facility to allow for a 50-unit senior living facility with an underlying zoning of MR-5 Mature Residential.

There were several residents in attendance that supported the application, but had concerns regarding the design and look forward to working with the applicants (The Woda Group and Greater Dayton Premier Management) to ensure a quality design for Senior Living and their neighborhood.

If you have any questions I can be reached at 937-275-3272.

Sincerely,

Donald Bush

Northcentral Land Use Board

SIMMS JOHNNIE
321 EDGEWOOD AVE
DAYTON OH 45407

SMITH HAROLD AND BRENDA
5819 7 GABLES
TROTWOOD OH 45426

TONEY L GLASPER JR
830 MEREDITH ST
DAYTON OH 45402 2365

U.S.BANK NATIONAL ASSOCIATION
4801 FREDERICA ST
OWENSBORO KY 42301

WALDER OWEN JR AND KEANNA M
144 AUDUBON PARK
DAYTON OH 45402

WIESENBORN RICHARD AND LISA
546 SUPERIOR AVE
DAYTON OH 45402

WILBORN DYEMEKKA
140 AUDUBON PARK
DAYTON OH 45402

WILLIAMS MITCHELL
131 AUDUBON PARK AVE
DAYTON OH 45402

Dayton View Historic Ass.
William Perry
325 Holt Street
Dayton, OH 45402

Dayton View Neigh. Ass.
Dianne James
123 Audubon Park
Dayton, OH 45402

Jane Reece Neighborhood Assoc.
Joe Ross
1003 W. Riverview Avenue
Dayton, OH 45402

Jane Reece Neighborhood Assoc.
Steve Makovec
6533 Pond Ridge Drive
Centerville, OH 45459-2883

Michael Krause
The Woda Group
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Westerville, OH 43081

Frank Fugate
The Woda Group
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Ann Schenking, Plan Board Secretary
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Rashella Lavender, Clerk of Commission
City of Dayton
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Kiya Patrick
GDPM
400 Wayne Avenue
Dayton, OH 45410

City of Dayton
Office of Econ. Dev.

2-009-2016

OMEGA COMMUNITY DEVELOPMENT
CORPORATION
1810 HARVARD BOULEVARD
DAYTON OH 45406

INSTITUTE OF MANAGEMENT AND
RESOURCES
368 S PATTERSON BOULEVARD
DAYTON OH 45402

DAYTON MEETROPOLITAN HOUSING
AUTHORITY
400 WAYNE AVENUE
DAYTON OH 45402

SHEREE J WILKES
129 EDGEWOOD AVENUE
DAYTON OH 45402

DAVID L WEBSTER
550 SUPERIOR AVENUE
DAYTON OH 45402

AMY M RADACHI
544 SUPERIOR AVENUE
DAYTON OH 45402

SENIOR RESOURCE CONNECTION
222 SALEM AVENUE
DAYTON OH 45402

BETTINA L LONG
2300 WALL STREET
CINCINNATI OH 45212

TINA CASEY
143 EDGEWOOD AVENUE
DAYTON OH 45402

BOARD OF EDUCATION
115 S LUDLOW STREET
DAYTON OH 45402

QUIANA M FERGUSON
133 EDGEWOOD AVENUE
DAYTON OH 45402

AKRIDGE SHURVIKA
139 AUDUBON PARK
DAYTON OH 45402

BARNES JULIUS
540 N WILLIAMS ST
DAYTON OH 45402

BRANDT MARK R AND TERESA B
604 SUPERIOR AVE
DAYTON OH 45402

BROWN TAVIOLE D SR
636 SUPERIOR AVE
DAYTON OH 45402

C/O JANIS HAYES
2019 BENSON DR
DAYTON OH 45406

CALDWELL ONUCHE J
PO BOX 20005
OWENSBORO KY 42304

CARTER ROSA LEE
525 DAYTON VIEW PL
DAYTON OH 45402

CHATTAMS DENISE L
4801 FREDERICA ST
OWENSBORO KY 42301

CHERYL R MOORE
42 E SHADYSIDE DR
DAYTON OH 45405

COLLINS BRETT AND MARISHA R
2300 WALL ST 620
CINCINNATI OH 45212

DANIELS TAMARA M
115 W RIVERVIEW AVE
DAYTON OH 45405

DAVID L WEBSTER
550 SUPERIOR AVE
DAYTON OH 45402 2301

EARL W HAYES JR
314 EDGEWOOD AVE
DAYTON OH 45402 2322

FIREBIRD INVESTMENT GROUP LLC
5955 GRANITE LAKE DR
GRANITE BAY CA 95746

GARRISON RICHARD B & JAMICA S
4801 FEDERICA ST
OWENSBORO KY 42301

GARRISON RICHARD B & JAMICA S
818 MEREDITH ST
DAYTON OH 45402

GORMAN ERIC F
148 AUDUBON PARK DR
DAYTON OH 45402

GOWER JOHN D
1008 GRAND AVE
DAYTON OH 45402

HALLETT JAMES G SR AND JACQUELINE F
534 N WILLIAMS ST
DAYTON OH 45402 3304

HAYES MARILYN ANN
314 EDGEWOOD AVE
DAYTON OH 45402

HENRY TIMOTHY L
4918 PRESCOTT AVE
DAYTON OH 45406

HINDSMAN NICOLE L
119 AUDUBON PKWY
DAYTON OH 45402

HITCHCOCK GULBRANSEN B
319 EDGEWOOD
DAYTON OH 45407

HOME MISSION BD OF THE SO BAPTIST
CONV
2050 BRANDT PIKE
DAYTON OH 45404

HOWARD SA'RON T AND SHARESE
4122 MEADOWDALE DR
DAYTON OH 45416

JAMES DIANNE
123 AUDUBON PARK
DAYTON OH 45402

JENKINS M E
1080 HUBBELL CT
LEBANON OH 45036

JIMMY ELDER
1406 CORY DR
DAYTON OH 45406 5911

KING D PRESTON JR
209 EDGEWOOD AVE
DAYTON OH 45402 2321

LOFTON NATHAN M
2300 WALL ST
CINCINNATI OH 45212

LONG BETTINA L
2300 WALL ST
CINCINNATI OH 45212

LYNCH KENYA M
2114 NOMAD AVE
DAYTON OH 45414

MALONE LOREAN
127 AUDUBON PARK
DAYTON OH 45402

MARCELLUS STEPHAN C AND LA'TORIA
111 AUDUBON PARK DR
DAYTON OH 45402

MCFADGION NAKETA
3232 NEWMARK DR
MIAMISBURG OH 45342

MUNDAY ROBERT D
521 DAYTON VIEW PL
DAYTON OH 45402

MURILLO ABEL
648 SUPERIOR AVE
DAYTON OH 45407

OBERER COMPANIES
3475 NEWMARK DR
DAYTON OH 45342

PARKS HURLEY
201 AUDUBON PARK
DAYTON OH 45402

PEARSON ANGELA Y
4801 FEDERICA ST
OWENSBORO KY 42301

REYNOLDS RONDA
2455 EXECUTIVE PARK BLVD
FAIRBORN OH 45324

ROBINSON LATEENA T
531 DAYTON VIEW PL
DAYTON OH 45402

RUIZ DAVID G AND STEFANI A
638 SUPERIOR AVE
DAYTON OH 45407

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings _____
No 2 Readings at One Meeting _____

By

AN ORDINANCE

Amending the Official Zoning Map to Amend the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109, and Declaring an Emergency.

WHEREAS, An application has been made to amend the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project to allow for a multi-family senior living facility; and

WHEREAS, Planned Development PD-109 HOPE VI Project was created for the Dayton Metropolitan Housing Authority (now known as Greater Dayton Premier Management); and

WHEREAS, The City Plan Board at its September 13, 2016, meeting, Case Z-009-2016, recommended approval of the amendment to the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project to allow for a multi-family senior apartment building; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and in order to secure needed project funding in a timely manner, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board in Case Z-009-2016, the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project are amended as follows to allow for a multi-family senior living facility:

I. Area 1 (Edgewood Site) - Area Development Requirements:

A. Land use:

1. Permitted uses:

- a. All uses listed as a permitted use according to R.C.G.O. § 150.121 (R-5 District).
- b. Off-street parking as regulated by R.C.G.O. §§ 150.344 – 150.357, inclusive.
- c. Parks, playgrounds, open space, and community centers.
- d. Multi-family senior living facility.

2. Conditional uses: None.

B. Lot Size requirements:

1. Single family structures:

- a. Minimum lot size: 4000 square feet.
- b. Minimum lot width: 40 feet.
- c. Minimum lot depth: 100 feet.
- d. The Plan Board may grant a variance of the lot size and dimension requirements provided the newly created lot and the proposed structure are in scale with the average lot size and structures of the block on which it is located.

2. Two-family structures:

- a. Minimum lot size: 5000 square feet.
- b. Minimum lot width: 50 feet.
- c. Minimum lot depth: 100 feet.
- d. The Plan Board may grant a variance of the lot size and dimension requirements provided the newly created lot and the proposed structure are in scale with the average lot size and structures of the block on which it is located.

C. Bulk requirements:

1. Maximum building height: 40 feet.

- a. For multi-family structures, the Plan Board may grant a variance to the maximum building height requirement.

2. Yard requirements:

- a. Minimum front yard: 17 feet
- b. Minimum side yard: A side yard is required on each side of the lot; the total of both sides shall be at least ten feet and no side yard shall be less than five feet.

- c. Minimum rear yard: 25 feet.

3. Maximum lot coverage: 50 percent.

D. Urban design:

1. New streets and alleys shall be designed according to City Standards and should match typical Dayton View profiles for street width, sidewalk, and tree lawn area.
2. Cul-de-sacs are not permitted, unless a significant hardship can be demonstrated to the City Plan Board by the developer or the affected landowners.
3. Distinctive gateway treatments at Meredith Street and the new street shall include a generous tree lawn and canopy trees.

E. Architectural design:

1. Massing and site design:

- a. All buildings in Area 1, as delineated on the attached map, shall be a minimum of two stories tall, except one story buildings designed specifically for elderly and handicapped-accessible structures.
- b. The front entrance or finished first floor elevation shall be placed at least 2.5 feet above the average lot grade.

2. Roofs:

- a. All new structures shall have a minimum roof pitch of 8:12 and a maximum roof pitch of 12:12.
- b. For multi-family structures, the Plan Board may grant a variance to the roof pitch requirements.
- c. Housing designs shall locate a primary gable on the front elevation.
- d. Shingles color shall be of a dark to medium color. No white shingles or light color shingles shall be permitted.

3. Material:

- a. Durable traditional cladding materials such as wood and brick are strongly encouraged. However, contemporary exterior building materials are permitted.
- b. Any type of siding material shall be designed and installed to resemble wood lap siding, and in no case shall the exposed siding measure more than four inches.

4. Windows:

Except for transom windows, or small specialized windows, i.e. bathroom windows, those located on either side of a chimney and those at stairways, all windows shall be vertical in proportion, i.e. at least 1.5:1 vertical to horizontal dimension.

5. Garages:

Garages may be either free standing or attached to the residential structure. In either case, vehicular access to the garage shall be from an alley.

F. Off-street parking regulations:

All uses shall be regulated by R.C.G.O. §§ 150.344-150.357, inclusive.

G. Signage:

Signage shall be permitted in accordance with R.C.G.O. §§ 150.360 - 150.399, inclusive.

H. Landscaping and screening provisions:

1. All green space and landscaping shall be provided as depicted on plan.
2. Canopy trees of at least 2.5-inch caliper shall be installed 35 feet on center within the tree lawn (area between sidewalk and curb). Acceptable species shall be those listed in R.C.G.O. § 150.03265.

I. Utility placement:

All private utilities shall be placed underground or located in the rear of the property except as modified by the Plan Board with due consideration to environmental concerns.

J. Surface drainage regulations:

The storm sewer design within this development will comply with the Montgomery County Subdivision Drainage Regulations. The purpose of the storm water control is to allow development without flooding other lands through detention that will not increase the rate of run-off, which currently exists.

Section 2. The Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project as contained in Ordinance 30023-01, approved by the City Commission on October 17, 2001, are hereby repealed.

Section 3. For the reasons stated in the preamble to this ordinance, it is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission, 2016

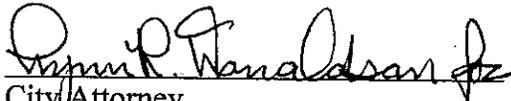
Signed by the Mayor, 2016

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



City Attorney

By Mr. Joseph

No 31533-16

AN ORDINANCE

Amending the Official Zoning Map to Establish a HD-2
Historic Overlay District at 136 West Monument Avenue, and
Declaring an Emergency.

WHEREAS, An application has been made to establish a HD-2 Historic Overlay District at 136 West Monument Avenue for the James Robert DeWeese House; and

WHEREAS, The applicant requested that a HD-2 Historic Overlay District be established for the James Robert DeWeese House in recognition of its history as a downtown residence and its exceptionally intact Chateausque architectural style; and

WHEREAS, The underlying zoning for 136 West Monument Avenue shall remain CBD Central Business District with a POD-2 Pedestrian Oriented Design zoning overlay; and

WHEREAS, The City Plan Board at its September 13, 2016, meeting recommended approval of the HD-2 Historic Overlay District, Case Z-008-2016; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and in order to protect the historical significance of the James Robert DeWeese House located at 136 West Monument Avenue, 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. In accordance with the recommendation of the City Plan Board, as made in Case Z-008-2016, a HD-2 Historic Overlay District is established for the James Robert DeWeese House located at 136 West Monument Avenue. The City Lot Number that comprises this zoning map amendment is 20 PT; the Parcel Identification Number is R72 00308 0001. The underlying zoning for 136 West Monument Avenue shall remain CBD Central Business District with a POD-2 Pedestrian Oriented Design zoning overlay. The City's official zoning map shall be redrawn to include and show the HD-2 Historic Overlay District.

Section 2. For the reasons stated in the preamble hereof, the Commission declares that this Ordinance is an emergency measure that shall take effect immediately upon its passage.

Passed by the Commission . . . **November 16**, 2016

Signed by the Mayor . . . **November 16**, 2016



Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney

By **Mr. Mims**

No **31534-16**

AN ORDINANCE

Amending the Official Zoning Map to Amend the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109, and Declaring an Emergency.

WHEREAS, An application has been made to amend the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project to allow for a multi-family senior living facility; and

WHEREAS, Planned Development PD-109 HOPE VI Project was created for the Dayton Metropolitan Housing Authority (now known as Greater Dayton Premier Management); and

WHEREAS, The City Plan Board at its September 13, 2016, meeting, Case Z-009-2016, recommended approval of the amendment to the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project to allow for a multi-family senior apartment building; and

WHEREAS, For the immediate preservation of the public peace, property, health and safety, and in order to secure needed project funding in a timely manner, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board in Case Z-009-2016, the Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project are amended as follows to allow for a multi-family senior living facility:

I. Area 1 (Edgewood Site) - Area Development Requirements:

A. Land use:

1. Permitted uses:

- a. All uses listed as a permitted use according to R.C.G.O. § 150.121 (R-5 District).
- b. Off-street parking as regulated by R.C.G.O. §§ 150.344 – 150.357, inclusive.
- c. Parks, playgrounds, open space, and community centers.
- d. Multi-family senior living facility.

2. Conditional uses: None.

B. Lot Size requirements:

1. Single family structures:

- a. Minimum lot size: 4000 square feet.
- b. Minimum lot width: 40 feet.
- c. Minimum lot depth: 100 feet.
- d. The Plan Board may grant a variance of the lot size and dimension requirements provided the newly created lot and the proposed structure are in scale with the average lot size and structures of the block on which it is located.

2. Two-family structures:

- a. Minimum lot size: 5000 square feet.
- b. Minimum lot width: 50 feet.
- c. Minimum lot depth: 100 feet.
- d. The Plan Board may grant a variance of the lot size and dimension requirements provided the newly created lot and the proposed structure are in scale with the average lot size and structures of the block on which it is located.

C. Bulk requirements:

1. Maximum building height: 40 feet.

- a. For multi-family structures, the Plan Board may grant a variance to the maximum building height requirement.

2. Yard requirements:

- a. Minimum front yard: 17 feet
- b. Minimum side yard: A side yard is required on each side of the lot; the total of both sides shall be at least ten feet and no side yard shall be less than five feet.
- c. Minimum rear yard: 25 feet.

3. Maximum lot coverage: 50 percent.

D. Urban design:

1. New streets and alleys shall be designed according to City Standards and should match typical Dayton View profiles for street width, sidewalk, and tree lawn area.
2. Cul-de-sacs are not permitted, unless a significant hardship can be demonstrated to the City Plan Board by the developer or the affected landowners.
3. Distinctive gateway treatments at Meredith Street and the new street shall include a generous tree lawn and canopy trees.

E. Architectural design:

1. Massing and site design:

- a. All buildings in Area 1, as delineated on the attached map, shall be a minimum of two stories tall, except one story buildings designed specifically for elderly and handicapped-accessible structures.
- b. The front entrance or finished first floor elevation shall be placed at least 2.5 feet above the average lot grade.

2. Roofs:

- a. All new structures shall have a minimum roof pitch of 8:12 and a maximum roof pitch of 12:12.
- b. For multi-family structures, the Plan Board may grant a variance to the roof pitch requirements.
- c. Housing designs shall locate a primary gable on the front elevation.
- d. Shingles color shall be of a dark to medium color. No white shingles or light color shingles shall be permitted.

3. Material:

- a. Durable traditional cladding materials such as wood and brick are strongly encouraged. However, contemporary exterior building materials are permitted.
- b. Any type of siding material shall be designed and installed to resemble wood lap siding, and in no case shall the exposed siding measure more than four inches.

4. Windows:

Except for transom windows, or small specialized windows, i.e. bathroom windows, those located on either side of a chimney and those at stairways, all windows shall be vertical in proportion, i.e. at least 1.5:1 vertical to horizontal dimension.

5. Garages:

Garages may be either free standing or attached to the residential structure. In either case, vehicular access to the garage shall be from an alley.

F. Off-street parking regulations:

All uses shall be regulated by R.C.G.O. §§ 150.344-150.357, inclusive.

G. Signage:

Signage shall be permitted in accordance with R.C.G.O. §§ 150.360 - 150.399, inclusive.

H. Landscaping and screening provisions:

1. All green space and landscaping shall be provided as depicted on plan.
2. Canopy trees of at least 2.5-inch caliper shall be installed 35 feet on center within the tree lawn (area between sidewalk and curb). Acceptable species shall be those listed in R.C.G.O. § 150.03265.

I. Utility placement:

All private utilities shall be placed underground or located in the rear of the property except as modified by the Plan Board with due consideration to environmental concerns.

J. Surface drainage regulations:

The storm sewer design within this development will comply with the Montgomery County Subdivision Drainage Regulations. The purpose of the storm water control is to allow development without flooding other lands through detention that will not increase the rate of run-off, which currently exists.

Section 2. The Area 1 (Edgewood Site) Area Development Requirements of Planned Development PD-109 HOPE VI Project as contained in Ordinance 30023-01, approved by the City Commission on October 17, 2001, are hereby repealed.

Section 3. For the reasons stated in the preamble to this ordinance, it is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission . . . **November 16,**, 2016

Signed by the Mayor **November 16**, 2016



Mayor of the City of Dayton, Ohio

Attest:



Clerk of the Commission

Approved as to form:



City Attorney