



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

FEBRUARY 4, 2026

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 the 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. Presentations: **What Works Cities Certification Award**
12. Public Hearing: (See Section V)
13. Discussion Item: N/A
14. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets are available in the lobby of City Hall
15. Comments by City Manager
16. Comments by the City Commission
17. Work Session: **2025 Year-End Finance Committee Briefing – 4 PM – PRC**
<https://www.daytonohio.gov/govtv>
18. 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:

POLICE

- A1. Statewide Ford Lincoln Mercury** (twenty (20) 2026 Ford Utility Interceptors and one 2026 Ford Utility Interceptor Hybrid, full-size, four-door, V6, all-wheel-drive (AWD) vehicles) **\$985,989.30**

1. (cont'd):

PUBLIC WORKS

B1. Fyda Freightliner Columbus, Inc. (Freightliner branded parts and repair services as needed through 12/31/29) **\$800,000.00**

WATER

C1. Metropolitan Environmental Services, Inc. (industrial tank and pipe cleaning services as needed through 12/31/26) **\$80,800.00**

-Departments of Police, Public Works, and Water. **Total: \$1,866,789.30**

Service Agreements:

2. **App Architecture, Inc. – Contract Modification – First Amendment – East District Patrol Operations North Renovations Design Services Agreement – Department of Police/Director’s Office.** **\$128,650.00**
(Thru 12/31/27)
3. **Glickler Funeral Home – Service Agreement – Indigent Cremation Professional Services – Department of Public Works/Facilities Management.** **\$240,000.00**
(Thru 12/31/28)
4. **Greater Dayton Regional Transit Authority – Lease Agreement – for real property at 30 South Main Street to act as a temporary police substation – Department of Public Works/Facilities Management.** **\$300,494.88**
(Thru 01/31/29)

B. Award of Contract:

5. **Becker Construction Inc. – Award of Contract – Fire Station 15 Renovations (10% MBE Participation Goal/2.3% MBE Participation Achieved) – Department of Fire/Fire Support Services & Resource Management.** **\$1,627,000.23**
(Thru 10/31/26)
6. **J L Kuck General Contractors Inc. – Award of Contract – Belmont Pool and Locker Room Improvements Re-Bid #2 (25% HUD Section 3 Worker Labor Hours & 5% Targeted Worker Labor Hours Participation Goal) (Federal CDBG Funds) – Department of Public Works/Facilities Management.** **\$1,700,000.00**
(Thru 12/31/28)

VI. MISCELLANEOUS:

ORDINANCE NO. 32176-26

RESOLUTION NO. 6917-26

IMPROVEMENT RESOLUTION NO. 3599-26

INFORMAL RESOLUTION NO. 1016-26



City Manager's Report

FOR CITY COMMISSION APPROVAL

From **5380 - Finance/Procurement**

Date **February 4, 2026**

Expense Type **Purchase Order**

Supplier, Vendor, Company, Individual

Total Amount **\$ 1,866,789.30**

Name **See Below**

Address **See Below**

2026 Purchase Orders

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

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

Description

POLICE

(A1) P0260735 – STATEWIDE FORD LINCOLN MERCURY, VAN WERT, OH

- Twenty (20) 2026 Ford Utility Interceptors and one (1) 2026 Ford Utility Interceptor Hybrid, full-size, four-door, V6, all-wheel-drive (AWD) vehicles.
- These vehicles are required to support the daily operations of the Department of Police and Mediation Response staff and will replace unit #000634, 170563, 170564, 170568, 170570, 170572, 170580, 180400, 180402, 180406, 180410, 180412, 180415, 180416, 180417, 200449, 200451, 200456, 210466, 210474, and 218480 which will be disposed of in the best interest of the City.
- Rates are in accordance with the State of Ohio Term Schedule Contract #RSI031795.
- The Department of Police, Planning, Neighborhoods and Development, and Fleet recommend approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	General Capital Fund	40014-6210-1412-71	\$941,868.30
2026	General Capital Fund	40014-2360-1412-33	\$44,121.00

Nicole Fox
Division
Kim & Brown
Department
C. Lashon Lipton
City Manager

Signatures/Approval
Approved by City Commission

Clerk

Date

PUBLIC WORKS – FLEET MANAGEMENT(B1) P0260752 – FYDA FREIGHTLINER COLUMBUS, INC., WEST JEFFERSON, OH

- Freightliner branded parts and repair services as needed through 12/31/2026.
- These goods and services are required to maintain and repair City-owned vehicles.
- Fyda Freightliner Columbus, Inc. is recommended as the authorized dealer for Freightliner; therefore, this purchase was negotiated.
- The Department of Public Works requests additional authority of \$600,000.00 through 12/31/2029.
- The Department of Public Works recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2026	Fleet Management Fund	61000-6470-1167-99	\$200,000.00
2027	Fleet Management Fund	61000-6470-1167-99	\$200,000.00
2028	Fleet Management Fund	61000-6470-1167-99	\$200,000.00
2029	Fleet Management Fund	61000-6470-1167-99	\$200,000.00

WATER – WATER RECLAMATION(C1) P0260390 – METROPOLITAN ENVIRONMENTAL SERVICES, INC., HILLIARD, OH

- Industrial tank and pipe cleaning services as needed through 12/31/2026.
- These services are required to clean and maintain various tanks and pipes.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 26010JF with firm pricing through 3/31/2030.
- This amendment increases the previously authorized amount of \$100,000.00 by \$80,800.00 for a total not to exceed \$180,800.00 and therefore requires City Commission approval.
- 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>
2026	Sanitary Sewer Capital Fund	55003-3460-1424-54-SF2502	\$80,800.00

The aforementioned departments recommend approval of this order.



City Manager's Report

FOR CITY COMMISSION APPROVAL

2

From 6210 - Police Director

Date February 4, 2026

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$128,650.00 thru 12/31/2027**

Name **App Architecture, Inc.**

Address **615 Woodside Drive
Englewood, Ohio 45322**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Capital	49303-6210-1159-71	\$128,650.00

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

Description

East District Patrol Operations North ("EPODN") Renovations Design Services Agreement First Amendment

The Department of Police ("DPD") requests approval to amend the Design Services Agreement with App Architecture, Inc., increasing the design services agreement by \$128,650.00 for the East District Patrol Operations North ("EPODN") Renovations project. This First Amendment will incorporate additional design services to restart the public bidding process following a project pause of several months. In addition, this First Amendment will add construction administration services and third-party building commissioning services to the agreement.

The original Design Services Agreement was approved on April 24, 2024, in the amount of \$239,783.00. This First Amendment, which has an Open Market Designation, totals \$128,650.00 and will increase the contract to an amount not to exceed \$368,433.00 and will expire on December 31, 2027.

The Department of Law has reviewed and approved this First Amendment as to form and correctness. This request is being funded by the 2024 Construction for EPODN Site. A copy of the First Amendment and Certification of Funds is attached in the amount of \$128,650.00.

Signatures/Approval

Division E-SIGNED by Eric Henderson
on 2026-01-27 11:44:28 EST

Approved by City Commission

Department _____
C. Lashon Lipton
City Manager

Clerk _____

Date _____

FIRST AMENDMENT TO DESIGN SERVICES AGREEMENT

THIS FIRST AMENDMENT TO DESIGN SERVICES AGREEMENT (“First Amendment”), dated this ____ day of _____, 2026 is between the City of Dayton, Ohio, a municipal corporation in and of the State of Ohio (“City”) and APP ARCHITECTURE, INC. (“Consultant”), a for-profit corporation operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into a design services agreement on April 29, 2024 CT24-3676 (“Contract”) for professional design services for renovations to the East Patrol Operations District North (“Facility”) facility located at 417 East Helena Street; and,

WHEREAS, the City approved 2024 capital funding to begin design services at the Facility for interior renovations, however not enough funding was established to proceed with a construction project; and,

WHEREAS, the City has approved 2026 capital funding for a renovation construction project (“Project”) in which a public bid will be let for construction renovation services; and,

WHEREAS, the City and Consultant agree that extra work, or altered work, or both, require the Contract to be modified to include an update to the completed design and specifications and all necessary construction administration services to be performed throughout the duration of the Project; and,

WHEREAS, the City and Consultant agree upon the amount to be paid for the construction administration services to be performed.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and Consultant hereby agree as follows:

Section 1. All capitalized terms not defined in this First Amendment shall have the same meanings ascribed to them in the Agreement.

Section 2. Article I, Services to be Performed, is hereby deleted in its entirety and replaced with the following:

For purposes of this Agreement, all professional design services to be performed by Consultant under this Agreement shall be hereinafter referred to as the “Services.” Consultant shall perform the various activities below in furtherance of the design and administration of the Facility, hereinafter collectively referred to as the “Project”.

Consultant will identify the most beneficial and cost-effective means to accomplish the Project for optimal efficiency and functional operations. Consultant and City shall negotiate Project oversight of the bid and construction administration services prior to public bidding.

Facility Design Considerations: Consultant shall consider the following for the basis of the proposed renovations:

Environmental workplace services, systems, and components that allow occupants to adjust lighting, acoustic, and furnishing systems to meet personal and group comfort levels shall be included.

The electrical service and exterior landscape design will incorporate an emergency backup generator to power the entire Facility. This may be bid and let as a separate bid package, of which, all work

associated with bidding and administering this package is to be included in the proposed design fee. The Facility currently has multiple electric services for this site. This Project must review each service and work with the City and electric utility service provider to consolidate electric services for this Facility.

The building design and construction should consider the *City of Dayton Strategy for a Sustainable Dayton*, a document to minimize the environmental impact and optimize energy efficiency and usage. A structural assessment of the existing roof structure shall be performed to determine the feasibility of installing solar panels at the Facility. Upon completion of this work, a solar panel feasibility study shall be performed that will include the following:

- Irradiance map of the Facility indicating available solar resources.
- Energy generation information.
- Schematic design of the Facility's proposed solar array(s).
- Recommendations on solar panels, inverters, racking, and other equipment required for the array(s).
- Information on the electrical interconnection to the Facility's power system.
- Information on AES Ohio solar interconnection requirements.
- Estimated capital construction costs and recovery period.
- Summary of environmental benefits.

The City and Consultant will review the roof structural assessment and solar panel feasibility report to determine if desired improvements or modifications will be included in the Project. Should the City wish to proceed with the desired improvements or modifications, an amendment to the Agreement will be negotiated for applicable design fees.

Programming Phase: Consultant shall:

- Perform an existing survey of the Facility to understand the operations and needs to be addressed.
- Field measure all existing conditions to develop a detailed set of existing building conditions including architecture, structural, plumbing, mechanical, and electrical items.
- Conduct an in-person meeting with the City to establish goals, create the building program and review the building criteria project characteristics to facilitate the room data sheet development process.
- Create room data sheets for each room or space.
- Prepare up to three (3) bubble diagram options/variations, illustrating space adjacencies and conceptual site layout configurations. Conduct an in-person meeting to review these diagrams.

Schematic Design Phase: Consultant shall:

- Prepare up to three (3) schematic floor plan layout variations and confirm the requirements for each room or space in the program/room data sheets can be accommodated in the schematic floor plan variations.
- Assist with any design input required to determine new parking and security barriers on the site.
- Conduct an in-person meeting to present the schematic design floor plan options and site plan options to City for feedback and make any necessary adjustments. Any follow-up meetings required to refine the schematic designs may be held virtually.
- Prepare a schematic exterior rendering concept of the main entrance for review by the design committee.
- Conduct an in-person meeting to present the final schematic design concepts to the City along with one (1) three-dimensional digital rendering view of the building's exterior.
- Prepare a schematic design opinion of probable cost based on a cost per square foot

estimating method.

Design Development Phase: Consultant shall:

- Perform a building code analysis of the proposed design based on the anticipated *2024 Ohio Building Code* requirements.
- Coordinate the work of the Consultant's subconsultants.
- Prepare a design development package of drawings and outline specifications for review and approval by the City. A combination of in-person and virtual progress meetings will be held as needed to discuss specific aspects of the design with various entities such as information technology, equipment needs, door hardware and security, training functions, etc.
- Prepare a design development level opinion of probable cost using the quantity take-off method.

Construction Documents Phase: Consultant shall:

- Coordinate the requirements for radio services and communications with City. It is understood that the City will provide in-house design and specification consultation to assist the electrical engineering consultant ("Nauman & Zelinski").
- Coordinate third-party structural engineering peer review services for the tornado shelter design. The cost of this service is not included in this Project and must be performed by the City.
- Provide interior design services to select interior finishes and colors.
- Prepare construction documents sufficient for building and zoning permit submission and competitive public bidding. Virtual progress meetings will be held as needed to discuss specific final details of the design with various entities such as information technology, equipment needs, door hardware and security, etc.
- Assist the City with the bidding process, answering bidding questions and issuing addenda and clarifications.
- Submit construction documents to the City for building and zoning permit review and answer any questions related to this review.
- Assist the City with procuring a third-party contractor for construction testing and building code required special inspections and independent third-party building commissioning contractor.
- Provide interior design assistance and recommendations for furniture selection and procurement, which includes developing a specification list and bidding set to procure furniture through a multiple vendor bidding process. The cost of this service is to be included in the Furniture, Fixtures, and Equipment ("FFE") Design Services Allowance. Design shall standardize the manufacturer of all FFE with different tiers and levels of sizing based upon varying room size consisting of offices, locker rooms, kitchenette, common areas, conference rooms, etc. The design shall include and coordinate with the final architecture design showing each room's sizing and configuration, electrical, and data locations (specifically for cable management). Payment for services provided shall be included in the "Complete Furniture, Fixtures, and Equipment Proposal Design Allowance". Notwithstanding anything herein to the contrary, the Complete Furniture, Fixtures, and Equipment Proposal Design Allowance shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).
- A "Reimbursable Expense Allowance" in the amount of Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) shall be included in this Agreement to cover expenses and approved additional services such as

All plans, drawings, photographs, sketches, and files prepared in accordance with this Agreement shall become the property of the City. Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to

historical building rehabilitation.

The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards, including, but not limited to, 200 CFR 200, Appendix II of Part 200, the U.S. Department of Treasury and the U.S. Treasury Officer of Inspector General implementation rules and regulations, and the Contractor Provisions for Non-Federal Entity Contracts under Federal Award, and prevailing wage requirements.

Under this First Amendment, the Consultant shall perform the following additional work:

Based on the delay from completion of design to this First Amendment, it is required to restart the project to begin public bidding for construction. To get to a public bidding stage, Consultant shall:

- Update electrical drawings to include an emergency diesel generator, automatic transfer switch, and redesign of the building power distribution to bid this scope as an add alternate.
- Provide technology package items requested by the City that includes security cameras, wireless access points, cabling, and networking rack equipment.
- Coordinate with a construction cost estimating firm to include a detailed 100% construction document phase estimate of construction cost. The estimate will comprise a summary sheet and details for all applicable architectural, structural, mechanical, electrical, and site development trades.
- Revise and update construction documents sufficient for building permit submission and public bidding.
- Include building commissioning services for new mechanical, electrical, and plumbing infrastructure.

During the construction phase of the Project, the Consultant will provide construction administration services and estimates a construction duration of ten (10) months from the date of notice to proceed. Consultant shall perform bi-weekly site visits and job progress meetings during this ten (10) month duration of construction. Upon completion of construction one (1) punch list covering all trades shall be completed by Consultant. Twenty-four (24) site visits and three (3) additional punch list site visits are included. All additional site visits shall be billed to the City at a rate of Six Hundred Dollars and Zero Cents (\$600.00).

When Consultant is on site, a field report outlining the observations noted during the visit, as well as photographs, will be provided via electronic submittal with each visit.

Upon completion of the final process, Consultant will assemble record documents (to be provided by the construction contractor as part of the Project), copies of material submittals, copies of meeting notes, and warranty information. All information will be provided in electronic format to the City.

Section 3. Article II – Compensation is hereby deleted in its entirety and replaced with the following:

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Three Hundred Sixty-Eight Thousand Four Hundred Thirty-Three Dollars and Zero Cents (\$368,433.00) for the Services actually provided in accordance with this Agreement. Consultant may submit invoices to City for partial payment on a monthly basis for work actually performed, as further detailed in Exhibit A. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days of receipt thereof.

Section 4. Article III – Term is hereby deleted in its entirety and replaced with the following:

ARTICLE III- TERM

This Agreement, shall commence upon execution by the City and shall terminate automatically on December 31, 2027, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article VI of this Contract.

Section 5. Except as modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF DAYTON, OHIO

APP ARCHITECTURE, INC.

City Manager

Timothy Bement

Title *Principal*

APPROVED AS TO FORM
AND CORRECTNESS:

Andrew D. Sexton

City Attorney

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

_____, 20____
Min./Bk. _____ Pg. _____

Clerk of the Commission

EXHIBIT A
Scope of Services

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Architectural Design Fee	LUMP	1	\$97,088.00	\$97,088.00
Civil, Structural, Plumbing, Mechanical, Electrical, & Fire Protection Design Fees	LUMP	1	\$115,445.00	\$115,445.00
Complete Furniture, Fixtures, and Equipment Proposal Design Allowance	LUMP	1	\$15,000.00	\$15,000.00
Roof Structural Assessment & Solar Panel Feasibility	LUMP	1	\$8,500.00	\$8,500.00
Reimbursable Expense Allowance	LUMP	1	\$3,750.00	\$3,750.00
Project Restart and Construction Administration	LUMP	1	\$103,650.00	\$103,650.00
Third Party Building Commissioning Allowance	LUMP	1	\$25,000.00	\$25,000.00
				\$368,433.00



City Manager's Report

2.

From 6210 - DPD/Support Services

Date April 24, 2024

Expense Type Service Agreement

Total Amount \$239,783.00 thru 12/31/2026

Supplier, Vendor, Company, Individual

Name App Architecture, Inc.

Address 615 Woodside Drive
Englewood, Ohio 45322

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Other Federal Grants	28150-6210-1159-71	\$239,783.00

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

Description

EAST DISTRICT PATROL OPERATIONS NORTH ("EPODN") RENOVATIONS DESIGN SERVICES AGREEMENT

The Department of Police ("DPD") requests permission to enter into a Design Services Agreement with App Architecture, Inc. in the amount of \$239,783.00 for the East District Patrol Operations North ("EPODN") Renovations project. This project will provide design services to fully renovate EPODN located at 417 East Helena Avenue. Work will include a thorough on-site assessment of the existing conditions, electrical, mechanical, and plumbing systems, and roof structure. Upon completion of the on-site assessment, App Architecture, Inc. will begin design drawings with an emphasis on improving accessibility, circulation, efficiency, and overall use of this facility. Interior finishes, electrical, mechanical, plumbing, data/network cabling, and sustainability efforts will be included in the design services.

App Architecture, Inc. is currently the Architect of Record for the Police Station Facility Design & Construction Administration Services (CT24-3818) that will design a new facility for the Department. During this project, App Architecture, Inc. has performed a thorough needs assessment and space programming exercises tailored around the Department's goals and objectives. App Architecture, Inc. also toured the Department's patrol districts to review existing conditions, layouts, and specific site features that will be used in the proposed design. Given App Architecture, Inc.'s knowledge of the Department's facilities, needs, and objectives, it is desired to maintain design services for the Department's facilities with a single vendor for continuity of services.

The amount of \$239,783.00 is being funded from the Federal Law Enforcement Trust Fund.

The Agreement commences upon execution by the City and shall terminate on December 31, 2026. The Agreement has been approved by the Department of Law as to form and correctness.

A Certificate of Funds is attached in the amount of \$239,783.00.

E-SIGNED by Paul Saunders on 2024-04-17 10:40:45 EDT E-SIGNED by Andrew Marks on 2024-04-17 10:38:33 EDT Signatures/Approval

Division E-SIGNED by Eric Henderson on 2024-04-17 15:40:24 EDT

Department
City Manager *C. Lushua Foster*

FORM NO. MS-16

Approved by City Commission

Regina D Bhakshian
Clerk

Date *4-24-24*

Updated 1/2019

CERTIFICATE OF FUNDS

CT24-3676

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

New Contract
 Renewal Contract
 Change Order

	<u>Upon Execution</u>		<u>Required Documentation</u>
Contract Start Date	12/31/28		
Expiration Date			
Original Commission Approval	\$ 239,783.00	X	Initial City Manager's Report
Initial Encumbrance	\$ 239,783.00	X	Initial Certificate of Funds
Remaining Commission Approval	\$ -	X	Initial Agreement/Contract
Original CT/CF			Copy of Original City Manager's Report
Increase Encumbrance			Copy of Original Certificate of Funds
Decrease Encumbrance	\$ -		
Remaining Commission Approval	\$ -		

Amount: \$ 239,783.00 Fund Code <u>28150 - 6210 - 1158 - 71 - XXX - XXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small>Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small>Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXX</u> <small>Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: App Architecture, Inc.

Vendor Address: Attn: Marianne Weber 815 Woodside Drive Englewood, Ohio 45322
Street City State Zipcode + 4

Federal ID: 311095041

Commodity Code: 92500

Purpose: EAST DISTRICT PATROL OPERATIONS NORTH ("EPODN") RENOVATIONS DESIGN SERVICES

Contact Person: Meredith Weber x1099 Police/Support Services 4/1/2024
Department/Division Date

E-SIGNED by Eric Henderson

Originating Department Director's Signature: on 2024-04-11 12:47:07 EDT

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.

<p style="font-size: 24pt; font-family: cursive;">Kina S Brown</p> <p>Finance Director Signature</p> <p style="font-size: 24pt; font-family: cursive;">(Christina) Jones</p> <p>CF Prepared by</p>	<p style="font-size: 24pt; font-family: cursive;">4/10/24</p> <p>Date</p> <p style="font-size: 24pt; font-family: cursive;">4/12/24</p> <p>Date</p>	<p style="font-size: 24pt; font-family: cursive;">CT24-3676</p> <p>CFICT Number</p>
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CITY OF DAYTON
DESIGN SERVICES AGREEMENT

THIS DESIGN SERVICES AGREEMENT ("Agreement"), dated this 29th day of April 2024 is between the CITY OF DAYTON, OHIO, a municipal corporation in and of the State of Ohio ("City") and APP ARCHITECTURE, INC. ("Consultant"), a for-profit corporation operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, the City and Consultant entered into an agreement (CT24-3818) ("New Police Facility") on January 25, 2024 for professional design services to construct a new police facility; and,

WHEREAS, the City received capital improvement funding to renovate the East District Patrol Operations North ("Facility") facility located at 417 East Helena Street; and,

WHEREAS, the City desires to retain the Consultant for the Facility renovation design services to consolidate meetings, space programming requirements, and to centralize proposed department of police design standards and requirements with one (1) vendor; and,

WHEREAS, due to the Consultant's familiarity with the City, department of police's operations, design standards, and requirements, and the familiarity with the City's processes, it is the goal to maintain continuity of services and retain the Consultant for the Project; and,

WHEREAS, the Consultant's response to the request for proposal has been accepted by the City.

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

ARTICLE I- SERVICES TO BE PERFORMED

For purposes of this Agreement, all professional design services to be performed by Consultant under this Agreement shall be hereinafter referred to as the "Services." Consultant shall perform the various activities below in furtherance of the design and administration of the Facility, hereinafter collectively referred to as the "Project".

Consultant will identify the most beneficial and cost-effective means to accomplish the Project for optimal efficiency and functional operations. Consultant and City shall negotiate Project oversight of the bid and construction administration services prior to public bidding.

Facility Design Considerations: Consultant Shall consider the following for the basis of the proposed renovations:

Environmental workplace services, systems, and components that allow occupants to adjust lighting, acoustic, and furnishing systems to meet personal and group comfort levels shall be included.

The electrical service and exterior landscape design will incorporate an emergency backup generator to power the entire Facility. This may be bid and let as a separate bid package, of which, all work associated with bidding and administering this package is to be included in the proposed design fee. The Facility currently has multiple electric services for this site. This Project must review each service and work with the City and electric utility service provider to consolidate electric services for this Facility.

The building design and construction should consider the *City of Dayton Strategy for a Sustainable Dayton*, a document to minimize the environmental impact and optimize energy efficiency and usage. A structural assessment of the existing roof structure shall be performed to determine the feasibility of installing solar panels at the Facility. Upon completion of this work, a solar panel feasibility study shall be performed that will include the following:

- Irradiance map of the Facility indicating available solar resources.
- Energy generation information.

- Schematic design of the Facility's proposed solar array(s).
- Recommendations on solar panels, inverters, racking, and other equipment required for the array(s).
- Information on the electrical interconnection to the Facility's power system.
- Information on AES Ohio solar interconnection requirements.
- Estimated capital construction costs and recovery period.
- Summary of environmental benefits.

The City and Consultant will review the roof structural assessment and solar panel feasibility report to determine if desired improvements or modifications will be included in the Project. Should the City wish to proceed with the desired improvements or modifications, an amendment to the Agreement will be negotiated for applicable design fees.

Programming Phase: Consultant shall:

- Perform an existing survey of the Facility to understand the operations and needs to be addressed.
- Field measure all existing conditions to develop a detailed set of existing building conditions including architecture, structural, plumbing, mechanical, and electrical items.
- Conduct an in-person meeting with the City to establish goals, create the building program and review the building criteria project characteristics to facilitate the room data sheet development process.
- Create room data sheets for each room or space.
- Prepare up to three (3) bubble diagram options/variations, illustrating space adjacencies and conceptual site layout configurations. Conduct an in-person meeting to review these diagrams.

Schematic Design Phase: Consultant shall:

- Prepare up to three (3) schematic floor plan layout variations and confirm the requirements for each room or space in the program/room data sheets can be accommodated in the schematic floor plan variations.
- Assist with any design input required to determine new parking and security barriers on the site.
- Conduct an in-person meeting to present the schematic design floor plan options and site plan options to City for feedback and make any necessary adjustments. Any follow-up meetings required to refine the schematic designs may be held virtually.
- Prepare a schematic exterior rendering concept of the main entrance for review by the design committee.
- Conduct an in-person meeting to present the final schematic design concepts to the City along with one (1) three-dimensional digital rendering view of the building's exterior.
- Prepare a schematic design opinion of probable cost based on a cost per square foot estimating method.

Design Development Phase: Consultant shall:

- Perform a building code analysis of the proposed design based on the anticipated *2024 Ohio Building Code* requirements.
- Coordinate the work of the Consultant's subconsultants.
- Prepare a design development package of drawings and outline specifications for review and approval by the City. A combination of in-person and virtual progress meetings will be held as needed to discuss specific aspects of the design with various entities such as information technology, equipment needs, door hardware and security, training functions, etc.
- Prepare a design development level opinion of probable cost using the quantity take-off method.

Construction Documents Phase: Consultant shall:

- Coordinate the requirements for radio services and communications with City. It is understood that the City will provide in-house design and specification consultation to assist the electrical engineering consultant ("Nauman & Zelinski").
- Coordinate third-party structural engineering peer review services for the tornado shelter design. The cost of this service is not included in this Project and must be performed by the City.

- Provide interior design services to select interior finishes and colors.
- Prepare construction documents sufficient for building and zoning permit submission and competitive public bidding. Virtual progress meetings will be held as needed to discuss specific final details of the design with various entities such as information technology, equipment needs, door hardware and security, etc.
- Assist the City with the bidding process, answering bidding questions and issuing addenda and clarifications.
- Submit construction documents to the City for building and zoning permit review and answer any questions related to this review.
- Assist the City with procuring a third-party contractor for construction testing and building code required special inspections and independent third-party building commissioning contractor.
- Provide interior design assistance and recommendations for furniture selection and procurement, which includes developing a specification list and bidding set to procure furniture through a multiple vendor bidding process. The cost of this service is to be included in the Furniture, Fixtures, and Equipment (“FFE”) Design Services Allowance. Design shall standardize the manufacturer of all FFE with different tiers and levels of sizing based upon varying room size consisting of offices, locker rooms, kitchenette, common areas, conference rooms, etc. The design shall include and coordinate with the final architecture design showing each room’s sizing and configuration, electrical, and data locations (specifically for cable management). Payment for services provided shall be included in the “Complete Furniture, Fixtures, and Equipment Proposal Design Allowance”. Notwithstanding anything herein to the contrary, the Complete Furniture, Fixtures, and Equipment Proposal Design Allowance shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).
- A “Reimbursable Expense Allowance” in the amount of Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) shall be included in this Agreement to cover expenses and approved additional services such as

Consultant must comply with all applicable state, local, and federal regulations related to the services provided to the City, including, but not limited to, ARPA statutory requirements, 200 CFR 200, Appendix II of Part 200, the U.S. Department of Treasury and the U.S. Treasury Officer of Inspector General implementation rules and regulations, and the Contractor Provisions for Non-Federal Entity Contracts under Federal Award, and prevailing wage requirements.

The City reserves the right, subject to negotiation and agreement, in writing, with the Consultant, to either expand or limit the scope of services as needed. Services shall also include any work necessary to create separate bid packages for items that may have long delivery lead times to ensure the entire project can be completed by July 31, 2026. This may include a separate bid package for the procurement of the generator and/or site civil/environmental services. City and Consultant shall agree upon what work would require a separate bid package during the design phase of this project.

All plans, drawings, photographs, sketches, and files prepared in accordance with this Agreement shall become the property of the City. Recommended construction and/or repairs shall be in accordance with all appropriate codes and regulations including, if required, those relating to historical building rehabilitation.

The City reserves the right to select specific recommendations and to bid project recommendations through its procurement processes.

Consultant shall have no liability for defects in the Services attributable to Consultant’s reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City or third parties retained by City. The final documents, including digital copies of any plans, become the property of City upon payment.

In performing the Services, Consultant shall utilize the services of competent and, where appropriate, licensed professionals, and warrant and represent that all Services will comply with all applicable federal, state, local, and other laws, ordinances, codes, regulations, orders, and agency or industry standards or other standards, including, but not limited to, 200 CFR 200, Appendix II of Part 200, the U.S.

Department of Treasury and the U.S. Treasury Officer of Inspector General implementation rules and regulations, and the Contractor Provisions for Non-Federal Entity Contracts under Federal Award, and prevailing wage requirements.

ARTICLE II- COMPENSATION

The City shall pay Consultant a sum not to exceed Two Hundred Thirty-Nine Thousand Seven Hundred Eighty-Three Dollars and Zero Cents (\$239,783.00) for the Services actually provided in accordance with this Agreement, which shall include the Complete Furniture, Fixtures, and Equipment Proposal Design Allowance and Reimbursable Expenses Allowance described in Article I, as necessary. Payment for the Services shall be based upon the total project price as more particularly described in Exhibit A. Consultant may submit invoices to City for partial payment on a monthly basis for work actually performed.

ARTICLE III- TERM

This Agreement shall commence upon execution by the City and shall terminate automatically on December 31, 2026, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article VI of this Agreement.

ARTICLE IV- 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 Contractor 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 V- INSURANCE

During the performance of the Services under this Agreement, Consultant shall maintain, at its sole cost and expense, and 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, insurance compliant with the following minimums:

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

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

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

contained herein.

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

ARTICLE VI- TERMINATION

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

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

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

ARTICLE VII- COMMUNICATIONS

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

Consultant:	App Architecture, Inc. 615 Woodside Drive Englewood, Ohio 45322 Attention: Marianne L. Weber, Managing Principal
City:	City of Dayton Division of Property Management 101 West Third Street Dayton, Ohio 45402 Attn: Andrew Marks, Division Manager

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

ARTICLE VIII- NON-DISCRIMINATION

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 shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

ARTICLE IX- CONFIDENTIALITY

Either party may provide the other with information that it considers confidential or proprietary.

Proprietary information is information that, if made public, would put the disclosing party at a disadvantage in the marketplace 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 may be marked "confidential" and/or "proprietary" by the party providing it.

To the extent permitted by law, each party agrees that for five (5) years following the date of disclosure of the confidential or proprietary information, it shall not disclose such information of the other to any third party without the other party's written consent. During this five-year period, each party shall protect the confidential or proprietary information in the same manner that it protects its own confidential information of a similar nature. Each party agrees that it shall only copy the confidential or proprietary information to the extent necessary to perform the work and services contracted for pursuant to this Agreement.

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

ARTICLE X- 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.

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

The parties further acknowledge that the City may not use Consultant's work product for any project or applications other than the Project referenced herein, without the expressed written permission of Consultant.

ARTICLE XI- GENERAL PROVISIONS

A. Waiver

A waiver by either 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 will not affect the waiving party's rights with respect to any other or further breach.

B. Delay

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; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either 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.

C. Governing Law & Venue

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

this Agreement must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

D. Meetings and Evaluation

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

E. Independent Contractor

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

Consultant, its employees and any person retained or hired by Consultant to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of its employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

F. Assignment

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

G. Third Party Rights

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

H. Amendment

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

I. Effect of Conflicting Documents

In the event of a conflict between this Agreement and any term or condition found within any other document, this Agreement shall control.

J. Entire Agreement/Integration

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

K. Political Contributions

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

L. Compliance with Federal Regulations

In addition to any other legal requirements hereunder, Consultant shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 200 CFR 200, Appendix II of Part 200, the U.S. Department of Treasury and the U.S. Treasury Officer of Inspector General implementation rules and regulations, and the Contractor Provisions for Non-Federal Entity Contracts under Federal Award, and prevailing wage requirements. Consultant shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, and employees therefrom. Consultant certifies it is not debarred from receiving federal funds.

M. Conflict of Interest

Consultant acknowledges, understands, and agrees that Consultant must avoid a conflict, or perceived conflict of interest, in all dealings related to this Agreement. No employee, officer, agent, family member, or partners of Consultant may have a financial interest in or other tangible personal benefit from prospective vendors.

Additionally, officers, employees, and agents of Consultant may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

N. Record Retention

Consultant shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to this Agreement. All costs and expenditures for which Consultant will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as City may reasonably request, Consultant shall make available to City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Consultant shall permit City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Consultant and made available for review by City, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the federal government has officially closed the ARPA program. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Consultant shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

[Remainder of Page Left intentionally Blank]

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

CITY OF DAYTON, OHIO

APP ARCHITECTURE, INC.

for C. Lashea Lottor
City Manager *4/29/24*

E-SIGNED by Timothy Bement
on 2024-04-11 12:06:48 EDT

Title Principal

**APPROVED AS TO FORM
AND CORRECTNESS:**

E-SIGNED by Andrew Sexton
on 2024-04-11 11:40:46 EDT

City Attorney

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

April 24, 2024

Min./Bk. I-18 Pg. _____

Hegana D Blackshear
Clerk of the Commission

EXHIBIT A
Scope of Services

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Architectural Design Fee	LUMP	1	\$97,088.00	\$97,088.00
Civil, Structural, Plumbing, Mechanical, Electrical, & Fire Protection Design Fees	LUMP	1	\$115,445.00	\$115,445.00
Complete Furniture, Fixtures, and Equipment				
Proposal Design Allowance	LUMP	1	\$15,000.00	\$15,000.00
Roof Structural Assessment & Solar Panel Feasibility	LUMP	1	\$8,500.00	\$8,500.00
Reimbursable Expense Allowance	LUMP	1	\$3,750.00	\$3,750.00
				<u>\$239,783.00</u>



City Manager's Report

FOR CITY COMMISSION APPROVAL

3

From 6480 - Public Works/Facilities Management

Date February 4, 2026

Expense Type Service Agreement

Supplier, Vendor, Company, Individual

Total Amount \$240,000.00 thru 12/31/2028

Name Glickler Funeral Home

Address 1849 Salem Avenue
Dayton, Ohio 45406

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6480-1159-54	\$240,000.00

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

Description

Indigent Cremation Professional Services Agreement

The Department of Public Works ("City") requests approval to enter into an Indigent Cremation Professional Services Agreement ("Agreement") with Glickler Funeral Home ("Glickler") in the amount of \$240,000.00 to perform the indigent cremation services for the City. The purchase order with the existing funeral home performing the indigent cremation services is set to expire on February 28, 2026. To ensure no lapse in services, it is requested to approve this Agreement with an execution date of February 1, 2026, to begin offloading services from the existing funeral home.

Under this Agreement, the City will pay Glickler Five Hundred Dollars and Zero Cents (\$500.00) for all indigent cases with infants less than two (2) years of age and Seven Hundred Fifty Dollars and Zero Cents (\$750.00) for all other cases. Glickler will complete all necessary services for each case that includes, but not limited to, initial pickup, verification of legal residency within city of Dayton corporation limits, verification of indigence, cremation services, completion of burial transit permit, cremation and disposition authorization form, and death certificate. Further, Glickler will assist the City in applying for reimbursement through the State of Ohio for services performed with improvements to prompt processing and final invoicing.

The City issued IFB No. 21004JL with the existing funeral home being awarded a purchase order. Another bid was let, IFB No. 24019S, with the existing funeral home as the only bid received. In an effort to enhance the services provided, the City began negotiating scope of services and pricing with Glickler to resume performing the indigent cremation services.

The Agreement shall commence upon February 1, 2026, and expire on December 31, 2028, unless terminated earlier. The Department of Law has reviewed and approved this Professional Services Agreement as to form and correctness. A Certificate of Funds in the amount of \$80,000.00 is attached for 2026 services.

E-SIGNED by Andrew Marks
on 2026-01-23 13:33:44 EST

Signatures/Approval

Approved by City Commission

Division E-SIGNED by Thomas J. Ritchie, Jr.
on 2026-01-23 14:41:55 EST

Department

Thomas J. Ritchie, Jr.
City Manager

Clerk

Date

CITY OF DAYTON
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), dated this ____ day of _____, 2026 is between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio (“City”) and **GLICKLER FUNERAL HOME (“Consultant”)**, a for-profit sole proprietor operating in the State of Ohio.

WITNESSETH THAT:

WHEREAS, the City has a requirement to perform indigent burial or cremation services based on Ohio Revised Code Section 9.15 “Burial or Cremation of Body at Expense of Township or Municipal Corporation”; and,

WHEREAS, Consultant and City have negotiated services and terms to be performed, setting forth that it is experienced and qualified to provide the indigent cremation professional services to the City; and,

WHEREAS, Consultant and City have a longstanding relationship with one another performing the indigent cremation services for the City; and,

WHEREAS, Consultant’s response has been accepted by the City.

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

ARTICLE I- SERVICES TO BE PERFORMED

Consultant shall perform and/or address the following scope of work to perform indigent cremation services for the City:

1. It is anticipated that one hundred (100) to one hundred fifty (150) indigent burial requests will occur each year. This range is solely based on previous data and is not meant to be a guarantee of future services.
2. Any individual who has a deceased family member, or any individual responsible for the body of a deceased person, who believes that person is eligible for burial/cremation assistance due to indigence, will be referred to Consultant.
3. Consultant shall verify the legal residence of the deceased person as being within the city of Dayton’s corporation limit.
4. Consultant shall be responsible to verify indigence prior to submitting to the City for approval. Indigence is defined per Ohio Revised Code Section 9.15, as having an income that does not exceed one hundred fifty per cent (150%) of the federal poverty line, as revised annually by the United States Department of Health and Human Services. Consultant shall review income limits information annually for changes.
5. Consultant shall use the forms provided by the City to document indigence (a copy of the current forms is attached as Exhibit A). In performing such documentation, Consultant shall first verify that the individual is not eligible for burial assistance from any other sources (i.e., welfare/state assistance, veteran’s assistance, social security, insurance, etc.) and that the person and/or family (“Applicant”)

If the Applicant claiming the body is indigent, approval to proceed with services can be given. If the Applicant is found to not be indigent, the application shall be denied.

6. Upon verification of indigence and approval by the City, Consultant shall be responsible for accepting and transporting the body from the coroner's office, or wherever the body is located at that time, to their facilities within forty-eight (48) hours of notification. If Consultant picks up a body prior to approval by the City, the City shall have no obligation to the disposition of the body if the application is determined to be denied. Any additional transportation fees or various other fees associated with transportation shall not be invoiced by Consultant.

7. All bodies to be handled under this program are to be cremated. Bodies are to be cremated in accordance with State of Ohio law and accepted industry practices. All cremains are to be placed in a basic urn or container that will be scattered after sixty (60) days if not claimed. See Item #8 for more information.

If a person or family member wishes to claim the cremains, this person or persons must complete the Indigent Disposition Agreement form (see Exhibit A, page 3) that will release the cremains of the indigent person. If the cremains are claimed by the requested person or persons, the City will no longer have any obligation for the disposition of the cremains. The City shall not pay for any shipping or mailing fees associated with a person or family member wishing to claim and accept the cremains.

8. In the event no family member or person claims the cremains, Consultant shall be responsible for scattering of the cremains if left unclaimed for a duration exceeding sixty (60) days from the date of cremation. Scattering of the cremains shall be performed in a dignified manner, in a location approved by the City, inside Montgomery County, Ohio limits. If a family member or person wishes to claim the cremains after the City has completed payment for the indigent services, and prior to scattering, the requesting family member or person must reimburse the City for all paid indigent services. Audits of unclaimed indigents will be done on a random basis.

9. No other services are to be provided for cremation services, including, but not exclusively, caskets, visitations/viewings, memorial services, or graveside services.

10. Invoices shall be submitted to the appropriate City contact supplied upon award, in a timely manner, not to exceed thirty (30) days, after the burial permit date. All initial invoices submitted for payment shall include, but are not limited to the following:

- Name of deceased, permit number, and date service was performed.
- City issued purchase order number.
- Lump sum cost of services performed.
- Name and relationship to decedent, and address of person receiving cremated remains.
- Documentation of all completed paperwork to include but not limited to, burial transit permit, cremation and disposition authorization form, and death certificate.

Additional copies of invoices and all supporting documentation shall be provided upon request. **Each invoice is to be sent electronically. The email address in which to send each invoice is:**
indigentcremations@daytonohio.gov.

11. Pricing shall be bid as a lump sum pricing for each indigent person. This shall include all necessary services to process the cremation, from initial communication with the City through final invoicing. City will not reimburse Consultant should any services require extra time, repeat applications, delay in permitting or retrieval of certificates, etc. City will not reimburse any shipping or mailing fees; however,

all acceptance and receipts be submitted as proof that the cremains are received by the Applicant. Lump sum pricing shall be given in three (3) separate line items: Infant less than two (2) years of age at death, adult, and adult exceeding three hundred (300lb) pounds. No additional fees shall be paid above and beyond the lump sum price submitted for each line item.

For purposes of this Agreement, all professional services to be performed by Consultant shall be hereinafter referred to as the "Services."

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

ARTICLE II- COMPENSATION

The City shall pay Consultant for the Services provided in accordance with this Agreement. Payment will be made on an individual basis with a lump sum fee of Five Hundred Dollars and Zero Cents (\$500.00) for an infant less than two (2) years of age and Seven Hundred Fifty Dollars and Zero Cents (\$750.00) for an adult older than two (2) years of age. Payment for the Services shall be based upon the total project price submitted in the Proposal. Consultant may submit invoices to City for payment of Services as they are completed.

ARTICLE III- TERM

This Agreement shall commence on February 1, 2026 and shall terminate automatically on December 31, 2028 ("Initial Term"), unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article 6 of this Agreement. Provided Consultant is not default under this Agreement, Consultant shall have the right, at City's option, to extend the Term of this Agreement for two (2) additional periods of one (1) year commencing January 1, 2029 ("Optional Terms"). The Optional Terms may be exercised by Consultant's delivery of written notice to City given within sixty (60) days prior to expiration of then current term.

ARTICLE IV- 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, Firms, sub-Firms and representatives in undertaking and performing the Services.

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

ARTICLE V- INSURANCE

Consultant, at its sole cost and expense, shall procure and maintain, or cause to be maintained, at all times during the term of this Agreement, beginning on the Effective Date, unless otherwise specified herein, the following insurance, with insurance companies authorized to do business in the State of Ohio and having at least an "A" rating from A. M. Best, or any successor thereto, and covering all operations under this Lease, whether performed by Lessee or by its contractors:

Commercial Liability Insurance (Primary and Umbrella):

Commercial Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual

liability (with no limitation endorsement). City shall be named as additional insureds, on a primary, noncontributory basis for any liability arising directly or indirectly from this Agreement. City shall be named as a loss payee on said policy or policies of insurance.

Original certificates of insurance evidencing the required coverage to be in force on the Effective Date of this Agreement as set forth herein, and all renewal certificates of such insurance shall be provided to City. All such policies shall name the City of Dayton, Ohio, its elected officials, officers, agents, volunteers and employees as additional insureds. Consultant shall furnish complete copies of all policies of insurance. The receipt of any certificate or policy does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Agreement shall not be deemed to be a waiver by the City. Consultant shall advise all insurers of these Agreement provisions regarding insurance. Non-conforming insurance shall not relieve of their obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to terminate this Agreement unless proper evidence of insurance is provided. All policies of insurance shall provide for a minimum of thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

If Consultant fails to obtain or maintain any of the insurance policies under this Agreement or to pay any premium in whole or in part when due, City may (without waiving or releasing any obligation or default by Consultant hereunder) obtain and maintain such insurance policies and/or take any action which City deems appropriate. In such instances, reasonable attorney's fees, court costs and expenses shall be reimbursed by the Consultant upon demand by City.

The insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. The City maintains the right to modify, delete, alter or change these requirements.

ARTICLE VI- TERMINATION

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

The City and Consultant may terminate or suspend performance of this Agreement for the both parties convenience upon written notice to Consultant sixty (60) days before termination or suspension. If termination or suspension is for the City's convenience, upon restart, an equitable adjustment may be made to Consultant's compensation, if necessary. In the event of termination by the City hereunder, the City shall pay Consultant for Services actually provided up to the date of termination.

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

ARTICLE VII- COMMUNICATIONS

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

Consultant:	Glickler Funeral Home 1849 Salem Ave Dayton, Ohio 45406 Attention: Larry Glickler, Funeral Director
City:	City of Dayton Division of Property Management

101 West Third Street
Dayton, Ohio 45402
Attention: Andrew Marks, Division Manager

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

ARTICLE VIII- NON-DISCRIMINATION

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 shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

ARTICLE IX- CONFIDENTIALITY

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

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

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

ARTICLE X- 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.

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

The parties further acknowledge that the City may not use Consultant's work product for any project or applications other than the Project referenced herein, without the expressed written permission of Consultant.

ARTICLE XI- GENERAL PROVISIONS

A. Waiver

A waiver by either 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 will not affect the waiving party's rights with respect to any other or further breach.

B. Delay

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; wars, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorization from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either 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.

C. Governing Law & Venue

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

D. Meetings and Evaluation

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

E. Independent Contractor

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

Consultant, its employees and any person retained or hired by Consultant to perform duties and responsibilities under this Agreement are not the City employees, and therefore, such persons will not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Consultant will be responsible to withhold and pay, or cause such agents, contractors and subcontractors to withhold and pay, all applicable local, state and federal taxes. Consultant further acknowledges and agrees that none of his employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System (OPERS).

F. Assignment

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

G. Third Party Rights

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

H. Amendment

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

I. Effect of Conflicting Documents

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

J. Entire Agreement/Integration

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

K. Political Contributions

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

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

CITY OF DAYTON, OHIO

GLICKLER FUNERAL HOME

City Manager

Larry's Glickler January 9, 2026
Title Owner

**APPROVED AS TO FORM
AND CORRECTNESS:**

Digitally signed by Musto,
John
Musto, John
Date: 2026.01.09 10:16:25
-05'00'

City Attorney

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

_____, 2026

Min./Bk. _____ Pg. _____

Clerk of the Commission

EXHIBIT A



City of Dayton, Ohio
Indigent Cremation Requirements

The attached form is to be completed by the decedent's representative (*claimant*).

Please provide the following documents for the decedent and the spouse (if applicable):

- Proof of decedent's residency. Documents must be dated within the last 30 days and show the decedent's name and address. Acceptable documents are:
 - Gas bill
 - Electric bill
 - Telephone bill
 - Cable/Internet bill
 - Official mail from Medicaid, Medicare, or Social Security

- Proof of decedent's household income (if accessible). Please provide last 2 pay stubs for all income. Acceptable documents are:
 - Income Tax Returns (city, state, or federal)
 - Employment Income
 - Unemployment Income
 - Worker's Compensation Income
 - Pension
 - Child Support
 - Social Security Income
 - Other Types of Income

Please provide the following documents for the claimant requesting indigent cremation services for the deceased:

- Proof of claimant's income (see documents listed above) for all household members listed on application over the age of 18.
- Checking and/or savings account statements received within the last 30 - 60 days.

Once the form has been completed, please submit application and supporting documents to:

IndigentCremations@daytonohio.gov



City of Dayton, Ohio
Indigent Cremation Application

DECEDENT INFORMATION (To be filled out by surviving spouse or claimant)

Name of Decedent: _____

Legal Residence: _____

Social Security Number: _____ Age: ____ Date of Birth: _____

Place of Death: _____ Date of Death: _____
(Name / Address)

SURVIVING SPOUSE INFORMATION ONLY (if no spouse, leave blank)

Name of Surviving Spouse (if applicable): _____

Legal Residence (if different): _____

Social Security Number: _____ Age: ____ Date of Birth: _____

BENEFITS/INCOME

- Decedent's Size of Household (including decedent): ____ 18 and over ____ Under Age 18
Total Household Income: \$_____ (for all members of household)
Spouse: Please attach a copy of the most recent individual and/or joint tax returns with supporting documentation (if applicable). It will be compared to the current year's federal poverty guidelines based on household size.
Claimant: I do not have access to the decedent's financial or personal information, therefore cannot provide requested income information. _____ (Signature)

In accordance with the Ohio Revised Code, Section 9.15:

A city representative will review the attached application and will base their decision on the following criteria:

- 1) The decedent was in fact a legal resident living within the City of Dayton's corporation limit,
2) The decedent was in fact indigent, and where Decedent person is claimed by an indigent person, the claimant is in fact indigent as well.

CLAIMANT INFORMATION

Name: _____ Phone: _____

Address: _____

Relationship to Decedent: _____ SS# _____

Claimant's Size of Household: _____ 18 and over _____ Under 18

- Are you the decedent's court appointed guardian? ___ Yes ___ No

If yes, provide probate case number and specify court:
(Provide a copy of the appointment entry, if available). _____

CLAIMANT'S RESOURCES TO OFFSET CREMATION COSTS - Note: If members of household have zero resources, please complete a "Certification of Zero Income" for each household member without income (see last page).

- Are you employed? ___ Yes ___ No

Employer Name: _____

- o Please attach a copy of your last 2 pay stubs. It will be compared to the current year's federal poverty guidelines based on household size.

- Are you, or anyone in your household receiving Social Security benefits? ___ Yes ___ No

If yes, list how much for each household member below:

Name: _____ \$ _____

Name: _____ \$ _____

Name: _____ \$ _____

Name: _____ \$ _____

- Do you or anyone in your household receive benefits from Job & Family Services or any other program such as: Unemployment, Ohio Work First, Medicaid, Medicare, Local Benefit Program, State Benefit Program? ___ Yes ___ No Please do not include SNAP or WIC benefits.

If yes, list the information for each household member below:

Name: _____ Type: _____ \$ _____

Name: _____ Type: _____ \$ _____

Name: _____ Type: _____ \$ _____

Name: _____ Type: _____ \$ _____

**INDIGENT DISPOSITION AGREEMENT
AFFIDAVIT OF NEXT OF KIN/PERSON WITH KNOWLEDGE OF DECEDENT**

I, _____ (the "Affiant"), as next of kin or the person with knowledge of
decendent, _____ (the "Decedent"), being first duly sworn, do depose and state that:

1) Affiant's relationship to Decedent is _____
(i.e., brother, mother, close friend, etc.)

2) Decedent died a resident of the City of Dayton, having an address of:

Proof of residency of the City of Dayton attached.

3) To the best of Affiant's knowledge, neither the funeral director nor the funeral home has received any compensation, either directly or indirectly, in any form, for the cremation of the Decedent.

4) To the best of Affiant's knowledge, the Decedent is indigent and has no financial means for direct cremation, including employment benefits, pensions, annuities, unemployment compensation, inheritances, insurance, or other liquid assets.

5) Affiant agrees to reimburse the City of Dayton for disposition expenses, if it is determined that the Decedent died owning assets, property, and/or insurance sufficient to cover the Decedent cremation and/or cremains burial expenses.

6) Affiant hereby consents to the cremation of Decedent and _____ **accepts** or _____ **declines** the cremains. *(Initial one) (If declined, the cremains will be scattered by the Funeral Home Director according to Section 4717.27 of ORC 9.15.)*

7) AFFIANT CERTIFIES HE/SHE HAS READ AND UNDERSTANDS THE TRUTH AND COMPLETENESS OF THE STATEMENTS HEREIN AND UNDERSTANDS AND ACKNOWLEDGES THESE STATEMENTS ARE FOR THE EXPRESS PURPOSE OF INDUCING THE CITY OF DAYTON TO PAY FOR INDIGENT DISPOSITION SERVICES AND UNDERSTANDS THAT ANYONE WHO FURNISHES FALSE OR MISLEADING INFORMATION, SUBJECT TO CRIMINAL PROSECUTION AND/OR CIVIL LIABILITY.

(Signature)

Certification of Zero Income

To be completed by adult household members age 18 and older who are claiming zero income from any source, if applicable. (fill out one form for each person in household)

Household Member's Name: _____

I hereby certify that I do not individually receive income from any of the following sources:

- a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
- b. Income from the operation of a business;
- c. Rental income from real estate or personal property;
- d. Interest or dividends from assets;
- e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
- f. Unemployment or disability benefits;
- g. Public assistance payments;
- h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
- i. Sales from self-employed resources (Avon, Mary Kay, Pampered Chef, etc.);
- j. Any other sources not named above.

Choose one:

Currently, I have no income of any kind, and while I am seeking employment, I have no definite job offer at this time.

Currently, I have no income of any kind and will not be seeking employment at this time.

I will be using the following sources of funds to pay for rent and other necessities:

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud.

Signature of Household Member

Printed Name of Household Member

Date



City Manager's Report

FOR CITY COMMISSION APPROVAL

From 6480 - Public Works/Facilities Management

Date February 4, 2026

Expense Type Lease Agreement

Supplier, Vendor, Company, Individual

Total Amount \$300,494.88 thru 1/31/2029

Name Greater Dayton Regional Transit Authority

Address 4 South Main Street
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-6480-1142-54	\$300,494.88

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

Description

Lease Agreement

The Department of Public Works ("City") requests permission to enter into a Lease Agreement with Greater Dayton Regional Transit Authority ("RTA") in the amount of \$8,347.08 per month for real property located at 30 South Main Street Dayton, Ohio 45402 ("Premises"). The Premises will support the Dayton Police Department Central Business District operations which consists of thirty patrol officers, eight patrol sergeants, one patrol lieutenant and one patrol major. The Premises will act as a temporary police substation in the key downtown Dayton footprint until a permanent building can be constructed. The Premises will act as the center for all Dayton Police Department Central Business District police operations to downtown residents and businesses to include uniformed patrol, bike patrol, walking patrol, unhoused/mental health outreach and crime investigation. Renovations to the Premises will be completed shortly after execution of this Lease Agreement, allowing operations to begin before March 1, 2026.

This Lease Agreement shall commence upon February 1, 2026, and expire on January 31, 2029, unless terminated earlier. The base rent for the Premises shall be \$8,347.08 per month, which includes all utilities, janitorial services, real estate taxes and assessments, and tenant improvements. RTA will be responsible for all interior alterations, improvements, additions, and repairs to the Premises for the term of this Lease Agreement.

Lease Year	Monthly Base Rent	Annual Base Rent
2026	\$8,347.08	\$91,817.88
2027	\$8,347.08	\$100,164.96
2028	\$8,347.08	\$100,164.96
2029	\$8,347.08	\$8,347.08

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

A Certificate of Funds for \$91,817.88, which consists of monthly rent for February through December of 2026, is attached.

E-SIGNED by Andrew Marks
on 2026-01-23 08:37:06 EST

Signatures/Approval

Approved by City Commission

Division E-SIGNED by Thomas J. Ritchie, Jr.
on 2026-01-23 09:10:18 EST

Department

Clerk

City Manager

Date

CERTIFICATE OF FUNDS

CT26-4386

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	01/31/29
Original Commission Approval	\$ 300,494.88
Initial Encumbrance	\$ 91,817.88
Remaining Commission Approval	\$ 208,677.00
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 original City Manager's Report
<input type="checkbox"/>	Copy of Original Certificate of Funds

Amount: <u>\$ 91,817.88</u> Fund Code <u>10000 - 6480 - 1142 - 54 - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: block; text-align: center;">Fund Org Acct Prog Act Loc</small>

Attach additional pages for more FOAPALS

Vendor Name: Greater Dayton Regional Transit Authority

Vendor Address: 4 South Main Street Dayton, Ohio 45402
Street City State Zipcode + 4

Federal ID: 237182735

Commodity Code: 97199

Purpose: Lease Agreement for use of 30 South Main Street Dayton, Ohio 45402, by Department of Police

CBD Substation: _____

Contact Person: Chatan Robinson Public Works/Property Management 1/21/2026
Department/Division Date

Originating Department Director's Signature: E-SIGNED by Thomas J. Ritchie, Jr. on 2026-01-23 09:10:27 EST

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.

Kenneth Robinson
 Finance Director Signature

1/27/2026
 Date

Sateh Asumani
 CF Prepared by

01/27/2026 CT26-4386
 Date CF/CT Number

MW 1-27-26
 SA

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is entered into as of the _____ day of February, 2026, by and between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio ("Tenant"), and **GREATER DAYTON REGIONAL TRANSIT AUTHORITY**, by and through the authority of its Board of Trustees, 4 South Main Street, Dayton, Ohio 45402 ("Landlord").

SECTION 1. Premises

Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, a space of approximately 12,324 square feet (see Exhibit A) located in the building (the "Premises") formerly known as the Interstate Mortgage Building (the "Building"), Parcel ID R72 00507 0062, and situated at 30 South Main Street, in the City of Dayton, County of Montgomery, State of Ohio. Landlord and Tenant agree that this Lease and Landlord's actions relating to it are governmental and/or proprietary functions of Landlord, which is a public entity entitled to immunity pursuant to Ohio Revised Code Chapter 2744.

SECTION 2. Term

The term of this Lease ("Term") shall be for a period of three (3) years (unless sooner terminated or extended in accordance with the provisions hereof), and shall commence upon February 1, 2026 ("Commencement Date").

SECTION 3. Definitions

"Common Areas" - all entrances, hallways, sidewalks, landscaped and vacant grounds, areas, vaults, chutes, sidewalk hoists, railings, gutters, streets, alleys and curbs, parking areas, elevators, driveways, restrooms, malls, passageways in front of, adjacent to or appurtenant to the Premises and other common and service areas serving the Premises and/or the Building.

"Requirements" - all present and future laws, statutes, rules, orders, ordinances, regulations or other requirements (including without limitation environmental laws) of any governmental, public or quasi-public authority now existing or hereafter created, and of any and all of their departments and bureaus, and all covenants or restrictions applicable to or affecting the Premises or the Common Areas.

"Prime" - the interest rate per annum published from time to time by the Wall Street Journal.

The words "herein," "hereof," "hereunder" and words of similar import refer to this Lease as a whole and not to any particular Section or Subsection thereof unless the context shall otherwise require.

SECTION 4. Use and Acceptance

Tenant shall use and occupy the Premises for a temporary support location for the Tenant's Central Business District Police Station. Tenant shall not suffer or permit the Premises or any

portion thereof to be used in any manner as might tend to impair Landlord's title to the Building or any portion thereof.

Tenant acknowledges that the Premises are now in good repair and accepts the Premises 'as-is' with all utilities available on the Premises and in appropriate operational condition. Tenant shall be responsible for any costs associated with lost or stolen keys.

Tenant will be responsible for procuring, at Tenant's cost, the appropriate service providers for all telecommunication and information technology, including providing individual access to such services. Landlord has made available perimeter conduit for telecommunications and information technology cabling for Tenant's use but will not provide any cabling within the conduit, or connectors, jacks or plugs to access Tenant's procured service providers.

SECTION 5. Rent

A) **Fixed Rent.** During the Term of this Lease, Tenant will pay to Landlord the sum of \$100,164.96 per annum, payable in equal monthly installments of \$8,347.08 per month ("Fixed Rent"). Each installment of Fixed Rent shall be due and payable in advance of the first day of each month. The first installment of Fixed Rent shall be due and payable on the Commencement Date. Fixed Rent for any partial month at the commencement of the Term shall be prorated on a per diem basis.

All payments of Rent hereunder shall be made to Landlord at its notice address or such other location as specified in writing by Landlord. Rent is to be paid in cash, money order, cashier's check and/or certified check. Fixed Rent and Additional Rent are collectively referred to in this Lease as "Rent".

SECTION 6. Late Charges

Any installment of Rent or any part thereof which is not paid within ten (10) days of the due date and demand for same shall bear interest at the rate of Prime plus three percent (3%) per annum from the date when the same is due hereunder until the same shall be paid ("Late Charge"). In the event of non-payment of any Late Charge, Landlord shall have, in addition to all other rights and remedies at law or in equity, all rights and remedies provided for in this Lease. No failure by Landlord to insist upon strict performance by Tenant of its obligations to pay Late Charges shall constitute a waiver by Landlord of its rights to enforce the provisions of this Section in any instance thereafter, nor shall acceptance of Late Charges be deemed to extend the time for payment of Rent or any part thereof under this Lease.

SECTION 7. Utilities and Janitorial Service

The cost of any utilities and janitorial services are included in Tenant's Rent.

SECTION 8. Taxes

"Taxes" means real estate taxes and assessments, special or otherwise, levied upon or with respect to the Building, imposed by federal, state or local governments (excluding income, franchise, capital stock, estate or inheritance taxes or taxed based on receipt of rentals, unless

the same shall be in substitution for or in lieu of a real estate tax or assessment), and any personal property taxes imposed on the fixtures, machinery, equipment, apparatus, systems and appurtenances in, upon or used in connection with the operation of the Building. Taxes shall be determined on the basis of the amounts due and payable each lease year prior to the delinquency, regardless of the taxing period to which the payments relate. Landlord shall be responsible for the payment of all Taxes.

SECTION 9. Reserved

SECTION 10. Default and Remedies

Each of the following shall be an "Event of Default" by Tenant:

1. If Tenant shall fail to pay Rent when due and the continuance of such failure for a period of five (5) days after written notice from Landlord;
2. If Tenant shall fail to perform any of the other covenants or conditions to be kept, observed and performed by Tenant and the continuance of such failure for a period of five (5) days after receipt of written notice from Landlord to cure such default (except that, if the default is of such a nature that it cannot reasonably be cured within five (5) days, Tenant shall not be deemed in default so long as it commences to cure the default within the five (5) day period and pursues the cure to completion with reasonable diligence, as determined by Landlord, who reserves its right to declare such default incurable at any point thereafter and deem it an "Event of Default"); or
3. The filing or execution or occurrence of any of the following:
 - (a) A petition in bankruptcy by or against Tenant;
 - (b) A petition against or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of any bankruptcy laws;
 - (c) Adjudication of Tenant as a bankrupt or insolvent;
 - (d) An assignment by Tenant for the benefit of creditors;
 - (e) A petition against or proceeding by Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to the Premises or with respect to all or substantially all of Tenant's Property; or
 - (f) A petition against or proceeding by or against Tenant for its dissolution or liquidation or the taking of possession of Tenant's Property by any governmental authority in connection with dissolution or liquidation.

Where in the case of a petition filed against Tenant under (a), (b), (e) or (f) above, such petition is not dismissed within ninety (90) days after the filing thereof;

- (g) Entry of an order, judgment or decree by any court of competent jurisdiction granting any prayer or demand contained in any petition under (a), (b), (e) or

- (f) above, which order, judgment or decree is not reversed or vacated within ninety (90) days after it is entered;
- (h) Abandonment of the Premises, coupled with non-payment of Rent; or
- (i) Taking by any person of Tenant's interest in this Lease upon execution, attachment or other process of law or equity; or
- (j) If Tenant engages in any unlawful activity or violation of a Requirement (as defined in Section 3) in either the Premises or the Building and Landlord provides written notice of such violation. There shall be no opportunity for Tenant to cure this Event of Default.

In the Event of Default by Tenant under this Section 10, Landlord, at its option, without further notice or demand to Tenant, may immediately, in addition to all other rights and remedies provided in this Lease or at law or in equity: (a) terminate this Lease and Tenant's right of possession of the Premises, and recover all damages to which Landlord is entitled at law, specifically including, without limitation, the excess of the aggregate Fixed Rent and Additional Rent that would have accrued for the balance of the Term over the then current fair market rental value of the Premises for the balance of the Term, together with all of Landlord's expenses of re-leasing (including repairs, reasonable legal fees and brokerage commissions) or (b) terminate Tenant's right of possession of the Premises without terminating this Lease. Landlord shall use reasonable efforts to mitigate Tenant's damages. In all events, Landlord may re-lease the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall have elected to pursue its right to terminate Tenant's right of possession of the Premises without terminating the Lease, then Landlord shall have the further right and remedy to subsequently rescind such election and terminate the Lease. If Landlord fails to re-lease the Premises, or if the Premises are re-leased and a sum necessary to satisfy the monthly payments, when due, of Fixed Rent and Additional Rent reserved under this Lease is not realized therefrom after payment of all Landlord's expenses of re-leasing (including without limitation repairs, reasonable legal fees and brokerage commissions), then Tenant shall pay to Landlord monthly upon demand a sum equal to the deficiency of such Fixed Rent and Additional Rent. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder at any time or from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs, Tenant's Property, and other evidences of tenancy, and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Fixed Rent and Additional Rent reserved hereunder for the full Term. Any and all Tenant's Property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to the Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under Landlord's control.

In the event Landlord exercises any remedy provided under this Section 10, all deposits theretofore made by Tenant with utility companies or under this Lease, all unearned insurance premiums and all rights of Tenant under all insurance policies required under this Lease, any claims for refund of any Rent, and any pending insurance claims or condemnation awards shall be deemed to be and are hereby assigned to and transferred to Landlord, to be applied in payment of Tenant's liability under this Lease.

No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. No receipt of monies by Landlord from Tenant after termination of this Lease or after the giving of any notice of termination of this Lease shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of Landlord's right to enforce the payment of Rent and any other payments or charges herein reserved and agreed to be paid by Tenant then or thereafter falling due, or operate as a waiver of Landlord's right to recover possession of the Premises, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for the possession of the Premises, Landlord may demand, receive and collect any monies due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such monies collected being deemed payments on account of the use and occupation of the Premises or at Landlord's election on account of Tenant's liability hereunder.

No remedy conferred upon or reserved to Landlord under this Lease or under law shall be considered exclusive of any other remedy, but such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding Landlord's simultaneous or later exercise of any or all other rights or remedies. No delay or omission of Landlord to exercise any right or power arising from any Event of Default shall impair any such right to power or shall be construed to be a waiver of any such Event of Default or acquiescence therein.

SECTION 11. Offer to Renew

Prior to offering the Premises for lease to third parties following the expiration of the Term, Landlord may, but is not required to, offer to re-lease the Premise to Tenant by delivering notice thereof to Tenant not less than one hundred eighty (180) days prior to the expiration of the Term.

Tenant's election to renew this Lease for any Renewal Term offered by Landlord shall be exercised, if at all, by Tenant giving written notice of its acceptance or rejection of Landlord's offer to Landlord at least ninety (90) days before the expiration of the then-current Term or Renewal Term, if applicable. The initial Term and any applicable exercised Renewal Term(s) are collectively referred to as the "Term".

SECTION 12. Landlord's Failure to Deliver Possession

If Landlord is unable to deliver possession of the Premises to Tenant by February 28, 2026 (the "Deadline"), for any reason not within Landlord's control, including but not limited to partial or complete destruction of the Premises, Tenant will have the right to terminate this Lease upon thirty (30) days written notice to Landlord delivered at any time after the Deadline. Such termination shall be effective thirty (30) days after the delivery of Tenant's notice of termination to Landlord. In such event, Landlord's liability to Tenant will be limited to the return of all sums paid by Tenant to Landlord prior to Tenant's notice of termination.

SECTION 13. Tenant's Work and Alterations

If any leasehold improvements shall be made upon the Premises by Tenant, Tenant agrees to do all things necessary or desirable to preserve and protect the Premises. Tenant shall make no alterations or improvements to the Premises without the written consent of Landlord, which shall not be unreasonably withheld, and shall not permit any liens to attach to the Premises or Tenant's interest in this Agreement. Any leasehold improvements shall be completed in compliance with all applicable requirements and in a manner satisfactory to Landlord. All improvements and fixtures and any interest and title therein shall revert to Landlord upon termination of the Lease without the necessity of any other written agreement or documentation with the exception of network fiber and access controls installed by the Tenant.

SECTION 14. Eminent Domain

If part of the Premises, or any other part of the Building materially affecting Tenant's use of the Premises, shall be taken by eminent domain or by conveyance in lieu thereof, Landlord with reasonable promptness shall make the necessary repairs and alterations to the Premises necessitated by such taking; provided, however, that Landlord shall not be obligated to expend more than the amount it receives from the condemning authority for the taking of and residual damage to the Premises. All condemnation proceeds shall belong to Landlord. If the condemnation reduces the rentable area of the Premises, the Rent shall be proportionately reduced. If the condemnation reduces the rentable area of the Premises or the amount of parking available to the Premises by twenty percent (20%) or more, Tenant may elect to terminate this Lease by giving written notice thereof to Landlord within fifteen (15) days after the condemning authority is entitled to possession. If all of the Premises shall be so taken or condemned, this Lease shall terminate effective as of the date the condemning party is entitled to possession. The Rent shall be apportioned as of the termination date, and any Rent paid for and period beyond that date shall be repaid to Tenant.

SECTION 15. Assignment and Subletting

Tenant shall have the right, without Landlord's consent, to assign this Lease only to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets provided that (a) the net worth of such assignee after such merger, reorganization or consolidation shall be no less than that of Tenant immediately prior to such

merger, reorganization or consolidation, (b) Tenant is not at such time in default hereunder beyond notice and applicable cure period, and (c) such successor shall immediately provide written notice of the assignment to Landlord and execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and deliver the same to Landlord, whereupon Tenant shall be discharged from any further liability hereunder.

Except as set forth above, Tenant will not sublet any part of the Premises or assign this Lease without the prior written consent of Landlord which consent shall not be unreasonably withheld. Any such assignment or subletting without Landlord's consent shall be void. No assignment of this Lease by Tenant consented to by Landlord shall be effective, unless the assignee shall, at the time of such assignment, assume all the terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree to be bound thereby. Notwithstanding such assignment or the acceptance by Landlord from such assignee of any rental or other monies or other performance of the obligations of Tenant hereunder, Tenant shall remain liable and obligated as a principal (and not as a surety or guarantor) to perform all the terms, conditions and covenants, including the payment of rental and other monies, herein provided to be performed by Tenant.

SECTION 16. Violation of Laws

Tenant, guests and invitees of Tenant will not use the Premises in such a manner that violates any law, ordinance, statute or requirement of any municipal, state or federal authority now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

Tenant shall comply with all laws, orders, ordinances, statutes or Requirements now or hereafter affecting the use and occupancy of the Premises. Notwithstanding anything contained herein to the contrary, Tenant shall not be responsible for making any structural alterations or improvements to the Premises or the Building required by applicable laws, including but not limited to the Americans with Disabilities Act, unless such alterations or improvements are necessitated by the particular nature of Tenant's use of the Premises.

SECTION 17. Insurance

Landlord at its expense will carry insurance against loss or damage to the Building and all other Improvements by fire and such other hazards as may be covered by the form of "all-risk" coverage then customarily in use, in such amount as Landlord may determine to be sufficient to cover one hundred percent (100%) of the full replacement value from time to time of the Building and all other Improvements, the proceeds of which shall be payable to Landlord. Tenant's contribution toward the cost of Landlord's insurance premiums for the Building is included in Tenant's monthly installments of Additional Rent.

Tenant shall carry comprehensive general public liability insurance against claims for bodily injury, death, and property damage occurring in or upon the Premises, to afford protection in an amount not less than One Million Dollars (\$1,000,000) in respect to each person, and not less than One Million Dollars (\$1,000,000) in respect to any one occurrence causing injury or death, and not less than One Million Dollars (\$1,000,000) in respect to property damage. Landlord shall be named as an additional insured on the liability policy.

Tenant shall carry worker's compensation and employer's liability insurance to the extent required by the State of Ohio. All policies of insurance shall be written by companies licensed to do business in the State of Ohio.

Whenever any loss, cost, damage or expense resulting from fire or other casualty or occurrence typically covered under an "all risk" policy of insurance is incurred by either of the parties to this Lease (the "Damaged Party"), or anyone claiming by, through or under it, in connection with the Premises, then the other party hereby releases the Damaged Party from any liability it may have on account of such loss, cost, damage or expense and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, regardless of the negligence of the Damaged Party or whether any insurance required to be carried hereunder is actually in full force and effect, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case when the effect thereof is to increase the cost of insurance (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

In case Tenant shall at any time fail, neglect or refuse to procure or renew any insurance hereinabove provided, then Landlord shall have the right, but not the obligation, to declare an Event of Default by Tenant under Section 10 and/or to procure or renew such insurance, and any amounts paid therefore by Landlord shall constitute Additional Rent due and payable with the next monthly installment of Additional Rent, with interest thereon at the rate of Prime plus three percent (3%) per annum from the date of payment thereof.

SECTION 18. Damage and Destruction

If the Premises or the Building or any part thereof are damaged or destroyed by any casualty or any other cause of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, insured or uninsured, Landlord shall, within one hundred eighty (180) days from the date of such casualty, restore or rehabilitate the Premises and the Building at Landlord's expense, to an extent that, upon the completion of such repairs, restoration or rehabilitation, the value of the Premises and the Building shall be substantially equal to the value of the Premises and the Building immediately prior to the happening of such casualty. If (i) Landlord determines, in its reasonable judgment, that the repairs cannot reasonably be completed within one hundred eighty (180) days or (ii) the damage occurs during the last year of the initial Term or the last year of a Renewal Term, then Landlord or Tenant may elect to terminate this Lease by giving written notice thereof to the other party. All insurance proceeds payable under Landlord's property insurance policy shall belong to Landlord. If Tenant's use or occupancy of the Premises is impaired by reason of damage or destruction during any period in which the Term of this Lease is in effect, Rent shall be abated equitably. If the Building is totally destroyed, this Lease shall terminate.

SECTION 19. Hazardous Material

Tenant hereby indemnifies and holds Landlord and Landlord's agents and employees harmless from and against, and shall reimburse Landlord and Landlord's agents and employees for, any and all "Losses" (as hereinafter defined) arising from, out of or as a consequence, directly or indirectly, of the release of any hazardous materials on the Premises as a result of Tenant's use of the Premises during the Term of this Lease, whether foreseeable or unforeseeable, and

whether or not known to Tenant, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such hazardous materials, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable environmental laws, and all costs and fees associated with claims for damages to persons or property. "Losses" shall mean any and all loss, claim, liability, damages, injuries to person or property, cost, expense, action or cause of action.

Tenant hereby covenants and agrees that all obligations of Tenant under this Section shall survive for a period of two (2) years after any termination or expiration of the Lease.

Any amount due to Landlord under this Section not paid by Tenant within ten (10) days after written demand therefore from Landlord shall bear interest at Prime plus three percent (3%) per annum.

Landlord represents and warrants to Tenant to the best of Landlord's knowledge, no hazardous substances have been concealed within, buried beneath or removed from and stored off-site of the Premises, and Landlord shall indemnify Tenant against any and all claims, demands, liabilities, losses and expenses arising out of such matters, but excepting any such claims, demands, liabilities, losses and expenses to the extent caused by the negligence or wrongful acts of Tenant, its agents or employees.

SECTION 20. Landlord's Right to Access

In the event of an emergency, Landlord or Landlord's agents may enter the Premises at reasonable hours, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises. Except in cases of emergency, court order or where it is impractical to do so, Landlord shall give Tenant at least 24 hours prior written notice before entering.

SECTION 21. Maintenance and Repairs

Tenant shall, at its sole expense, keep the interior elements of the Premises in good repair and in a clean condition and safe and secure and in full conformance with the Requirements. Landlord shall make, at Landlord's own expense, all additions, improvements, alterations and repairs to the interior elements of the Premises detailed in Exhibit B and on and to the Improvements required by any lawful authorities to the extent necessitated by Tenant's specific use of the Premises and not as a general requirement. Tenant shall not commit or suffer, and shall use all reasonable precautions to prevent, waste, damage or injury to all of the foregoing.

Notwithstanding anything contained herein to the contrary, Landlord shall maintain, repair and replace, when in Landlord's reasonable determination replacement is necessary, the Common Areas and all structural components of the Premises and the Building, including without limitation the foundation, roof and all exterior building surfaces and windows located within exterior walls. Landlord shall also be responsible for maintaining, repairing and replacing any fire protection equipment and fire sprinkling system, the plumbing and draining systems, the electrical systems, the heating, ventilating, air conditioning (HVAC) systems, and all other mechanical and utility systems located within and serving the Building (collectively, "Landlord's Obligations").

Tenant shall have no repair, maintenance or replacement obligations with respect to Landlord's Obligations except to the extent occasioned by the gross negligence of intentional misconduct of Tenant, its agents, employees or contractors (to the extent Tenant's liability is not waived under Section 17).

Landlord shall not be responsible for any loss or damage to any Tenant's Property located within the Premises except to the extent occasioned by the gross negligence of intentional misconduct of Landlord, its agents or employees (to the extent Landlord's liability is not waived pursuant to Section 17).

SECTION 22. Liens

Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall Tenant create or permit to be created, and shall promptly discharge, any such lien (including, but not limited to, any mechanic's, contractor's, subcontractor's or material man's lien or any lien, encumbrance or charge arising out of any conditional sale, title retention agreement, chattel mortgage, security agreement, financing statement or otherwise) upon the Premises or any part thereof.

If Tenant shall fail to cause any such lien to be discharged of record, then Landlord, after five (5) days notice of its intention to do so, shall have the right, but not the obligation, in addition to any other right or remedy, to discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding proceedings, and in any such event Landlord shall be entitled if it so elects to compel the prosecution of an action for foreclosure of such lien by the lienholder and to pay the amount of judgment in favor of the lien owner with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection therewith shall constitute Additional Rent due and payable by Tenant with the next monthly installment of Additional Rent, with interest thereon at Prime plus three percent (3%) per annum from the date of payment thereof.

This Lease shall constitute notice that Landlord shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, at the Premises for Tenant upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Premises, unless specifically ordered by Landlord in writing.

SECTION 23. Surrender of Possession; Holdover

Tenant shall, on the last day of the Term or upon any sooner termination thereof, whether by lapse of time or by reason of Tenant's default or otherwise, surrender and deliver to Landlord the Premises and any Improvements in broom clean and good condition and repair, with ordinary wear and tear or damage from fire or other casualty excepted. Nothing contained in this Section shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity, including self-help, to recover possession of the Premises and may seek damages in the event of such a hold over tenancy.

Upon the expiration or earlier termination of this Lease, Tenant may remove all furniture, trade fixtures and other personal property belonging to Tenant ("Tenant's Property"). Tenant shall repair any injury or damage to the Premises that may result from Tenant's removal of Tenant's Property. If Tenant does not remove Tenant's Property from the Premises prior to the expiration or earlier termination of this Lease, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the Premises resulting from such removal), delivery and warehousing to Landlord on demand, or Landlord may treat Tenant's Property as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

SECTION 24. Signs

Tenant shall have the right to place at the exterior of the leased Premises, at locations selected by Tenant, appropriate signage with the business name and/or logo.

SECTION 25. Parking

Parking will be provided by Landlord for Tenant's use in the private parking areas owned by Landlord located at Wright Stop Plaza adjacent to the Premises. Landlord will provide 12 parking spaces for Tenant's use. Tenant affirms its understanding that Landlord shall not be liable for any loss, damage, injury or expense that may be suffered or sustained in connection with the use of this parking area.

SECTION 26. Subordination

This Lease shall be subject and subordinate at all times to the lien of all mortgages and trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Building or the Premises or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed on the part of Tenant to effectuate such subordination; provided that in the event of a foreclosure of any such mortgage or trust deed or any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease will not be barred, terminated, cut off or foreclosed nor will the rights and possession of Tenant hereunder be disturbed if there shall exist no Event of Default with respect to the payment of Rent or any other Event of Default hereunder. Tenant shall turn over to the purchaser at any such foreclosure, sale or other action or proceeding and, if requested, enter into a new lease for the balance of the Term then remaining upon the same terms and provisions as are in this Lease contained. Tenant agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of any such mortgages or trust deeds as may be required by Landlord.

Notwithstanding the foregoing, Tenant shall from time to time on request from Landlord execute and deliver any documents or instruments that may be required by any lender to effectuate such subordination.

SECTION 27. Notices

All notices to be given by either party shall be given in writing and shall be personally delivered, or delivered by Federal Express, UPS or other recognized courier, or mailed by United States mail, postage prepaid, certified, return receipt requested, and addressed to the parties at the following addresses:

Tenant's Address: **City of Dayton, Ohio
Dayton Police Department
335 West Third Street, Room 118
Dayton, Ohio 45402
Attn: Andrew Sexton
(937) 333-4419**

Landlord's Address: **Greater Dayton Regional Transit Authority
4 South Main Third Street
Dayton, Ohio 45402
Attn: Robert E. Ruzinsky, CEO**

Should the address of either party for the purposes herein change, such party shall give written notice to the other of the new address. Notices shall be deemed given upon receipt if personally delivered or delivered by courier, and forty-eight (48) hours after being deposited in the mail if mailed by U.S. certified mail.

SECTION 28. Brokerage Fees, Commissions

Landlord represents that it has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease. In the event that Tenant has retained the services of a real estate broker or agent in connection with this Lease, Tenant shall be solely responsible for any charges related to such services.

SECTION 29. Indemnification of Landlord

Except to the extent liability is waived under Section 17, to the fullest extent permitted by law, Tenant agrees to indemnify and save Landlord and its respective agents and employees harmless from and against all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including, but not limited to, Landlord's reasonable attorneys' fees) that may be imposed upon, incurred by or asserted against Landlord by reason of:

- (a) Any use, occupation, condition, operation of the Premises or any part thereof by Tenant, but excepting claims or liabilities to the extent arising from the negligence or intentional misconduct of Landlord or its agents, contractors, servants, employees, licensees or invitees;
- (b) Any accident, injury (including death) or damage to any person or property occurring in or on the Premises caused by the negligence or intentional misconduct on the part of Tenant or its agents, contractors, servants, employees, licensees or invitees; and

- (c) Any failure on Tenant's part to perform or comply with any of the covenants, agreements, terms or conditions in this Lease or in any sublease, license, concession or other agreement entered into by Tenant.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 30. Peaceable Enjoyment

Landlord covenants that if and so long as Tenant shall faithfully perform the covenants and agreements of this Lease, Tenant shall and may (subject to the exceptions, reservations, terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the Premises for the Term free of any interference by Landlord or anyone claiming through or by Landlord except those to which this Lease is expressly made subject and subordinate.

SECTION 31. Prevailing Law

This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

SECTION 32. Binding on Successors

All covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon Landlord's successors and assigns and Tenant's permitted successors and assigns as if such successors and assigns were in each case specifically named, and shall be construed as covenants running with the land. Wherever reference is made in this Lease to either party, it shall be held to include and apply to such successors and assigns. The provisions of this Section shall not be construed to grant or to confer any greater rights of assignment upon Tenant than are provided in the Section entitled Assignment and Subletting.

SECTION 33. Time is of the Essence

Time is of the essence with respect to every provision of this Lease.

SECTION 34. Entire Agreement

This Lease constitutes the entire agreement between the parties, and no promises or representations, other than those contained herein, have been made by Landlord or Tenant. Any modifications to this Lease must be in writing and signed by Landlord and Tenant.

SECTION 35. Severability

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of this Lease or their application to Tenant or Landlord. To the extent that any portion of this Lease found to be invalid, illegal, unconstitutional, inapplicable or unenforceable may be valid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease shall remain in full force and effect. It is further agreed that

this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed, in duplicate originals, the foregoing Lease on the day and year first written above.

City of Dayton, Ohio

Greater Dayton Regional Transit Authority

City Manager



Robert E. Ruzinsky
Chief Executive Officer

_____, 2026

APPROVED AS TO FORM
AND CORRECTNESS:

E-SIGNED by Andrew D. Sexton
on 2026-01-22 11:36:51 EST

City Attorney

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

_____, 2026

Min BK. _____ Pg. _____

Clerk of the Commission



City Manager's Report

FOR CITY COMMISSION APPROVAL

5

From **6330 - Fire/Fire Support Svcs & Resource Mgt**

Date **February 4, 2026**

Expense Type **Award of Contract**

Total Amount **\$1,627,000.23 thru 10/31/26**

Supplier, Vendor, Company, Individual

Name **Becker Construction Inc.**

Address **525 Gargrave Rd.
Dayton, Ohio 45449**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Special Revenue	29103-6330-1425-71	\$ 1,627,000.23

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

Description

**Fire Station 15 Renovations
(10% MBE Participation Goal / 2.3% MBE Participation Achieved)**

The Department of Fire requests approval to award a contract to Becker Construction Inc. The project consists of renovations to Fire Station 15 located at 2801 Wayne Avenue, Dayton, OH 45420. Work includes comprehensive renovations of living spaces including but not limited to, bunkrooms, bathrooms, and kitchen. Scope of work will also include limited upgrades to building systems including but not limited to plumbing, HVAC and electric. This contract will commence upon execution by the City and project completion is scheduled for October 31, 2026.

Five bids were received for this project. It is recommended that the contract be awarded to this bidder, Becker Construction Inc., in the amount of \$1,627,000.23. This amount includes the base bid in the amount of \$1,502,000.23 and Alternate No. 1 Contingency Allowance in the amount of \$125,000.00. The estimated cost for the project was \$1,541,600.00.

This project is being funded using Special Revenue funds (\$1,627,000.23).

A Certificate of Funds, Tabulation of Bids, the HRC's recommendation letter, Bid from the firm recommended for award, and Location Map are attached.

E-SIGNED by Brad French
on 2026-01-20 21:05:06 GMT

Signatures/Approval

Approved by City Commission

Division

E-SIGNED by Thomas Rice
on 2026-01-21 12:37:45 GMT

Department

City Manager

Clerk

Date

CT26-4384

CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

X New Contract Renewal Contract Change Order:

Contract Start Date	Upon Execution
Expiration Date	10/31/26
Original Commission Approval	\$ 1,627,000.23
Initial Encumbrance	\$ 1,627,000.23
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	

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

Amount: <u> \$ 1,627,000.23 </u>	Amount: <u> </u>
Fund Code <u> 29103 - 6330 - 1425 - 71 - </u> Fund Org Acct Prog Act Loc	Fund Code <u> - - - - - </u> Fund Org Acct Prog Act Loc
Amount: <u> </u>	Amount: <u> </u>
Fund Code <u> - - - - - </u> Fund Org Acct Prog Act Loc	Fund Code <u> - - - - - </u> Fund Org Acct Prog Act Loc

Attach additional pages for more FOAPALS

Vendor Name: Becker Construction Inc.

Vendor Address: 525 Gargrave Rd. Dayton Ohio 45449
Street City State Zip code + 4

Federal ID: 31-1334065

Commodity Code: 91831

Purpose: Award of Contract for Fire Station 15 Renovations

Contact Person: Brad French Fire 1/27/2026
Department/Division Date

Originating Department Director's Signature: Brad French FOR Thomas M. Rice
Digitally signed by Brad French FOR Thomas M. Rice
Date: 2026.01.27 09:15:43 -05'00'

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.

Kena K. Brown 1/27/2026
Finance Director Signature Date

(Instance) Jones 1/27/2026 CT26-4384
CF Prepared by Date CF/CT Number

SA 1/27/2024

Dayton, Ohio

Bid Tabulation For: Fire Station 15 Renovations

Department of Public Works

(10% MBE Participation Goal)

Bid Opening Date:

Cost Estimate:

Estimated Time
Of Completion:

December 18, 2025

\$1,541,600.00

October 31, 2026

<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>Level MB Construction</u>	<u>\$1,450,477.23</u>	<u>-0-</u> December 18, 2025	<u>\$1,450,477.23</u>
<u>*Becker Construction, Inc.</u>	<u>\$1,502,000.23</u>	<u>-0-</u> December 18, 2025	<u>\$1,502,000.23</u>
<u>Alpha Construction Indiana, Inc.</u>	<u>\$1,597,400.00</u>	<u>-0-</u> December 18, 2025	<u>\$1,597,400.00</u>
<u>True United Contractors</u>	<u>\$1,687,641.23</u>	<u>-0-</u> December 18, 2025	<u>\$1,687,641.23</u>
<u>Brumbaugh Construction Inc</u>	<u>\$1,886,477.23</u>	<u>-0-</u> December 18, 2025	<u>\$1,886,477.23</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

***Awarded**
Revised 9/14/98

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Fire Station #15 Renovation

Bidder

Becker Construction Inc.

525 Gargrave Rd.

Dayton, Ohio 45449

Fire Station 15 Renovations (#9953049)					
Owner: Dayton OH, City of					
Solicitor: Dayton OH, City of					
12/18/2025 12:00 PM EST					
Becker Construction, Inc.					
<u>Item Code</u>	<u>Item Description</u>	<u>UofM</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
Item 1	Fire Station 15 Renovations, Complete, As Per Plan	Lump	1	\$1,440,523.00	\$1,440,523.00
Item 2	Fire Station 15 Building Permit Fee	EA	1	\$11,477.23	\$11,477.23
Item 3	Fire Station 15 Hazardous Material Abatement Allowance	EA	1	\$50,000.00	\$50,000.00
Alternate No. 1					\$125,000.00
Alt. 1	Fire Station 15 Contingency Allowance (\$125,000.00)	Lump	1	\$125,000.00	\$125,000.00
Base Bid Total:					\$1,502,000.23

DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES NO

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

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES NO

(2) Been the subject of:

- (i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
- (ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES NO

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES NO

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES NO

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES NO

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

- (i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
- (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES NO

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Bidder is

An Individual

Firm Name _____

Business Address _____

Telephone _____

Partnership

Firm Name _____

Members of Firm and
Their Business Address _____

Telephone _____

Corporation
Name

Becker Construction Inc.

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Timothy J. Becker President

Home Office Address

525 Gargrave Rd. Dayton, Ohio 45449

Local Address

same as above

Telephone (937) 859-8308 Fax (937) 859-8306

E-mail bci@beckerconstruction.net

Federal I.D.# 31-1334065

Dated this 18 day of December, 2025

Bidder: _____

(Person, Firm, or Corporation)

By: Timothy J. Becker

Title: President

PROPOSAL BOND

Amount \$ 10%

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

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

Signed and sealed at Dayton, Ohio, this 11th day of December, 2025

Becker Construction, Inc.
By: *Emily J. Becker*
Bidder

The Cincinnati Insurance Company

By: *Nicole A. Laber*
Nicole A. Laber **Surety**
Attorney-in-Fact



Marsh & McLennan Agency, LLC
Name of Insurance Agency

P.O. Box 37
Dayton, OH 45401
Address of Insurance Agency

Telephone 937-228-4135 **FAX** 212-948-6397



SURETY BOND SEAL ADDENDUM
The CINCINNATI INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, The Cincinnati Insurance Company ("Cincinnati") has authorized its Attorneys-in-Fact to affix Cincinnati's corporate seal to any bond executed on behalf of Cincinnati by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Cincinnati by its Attorney-in-Fact, Cincinnati hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

The Cincinnati Insurance Company



By: Stephen A. Ventre
Stephen A. Ventre, Senior Vice President

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

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/25/2025

Effective 07/01/2025

Expires 06/30/2026

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

CINCINNATI INSURANCE COMPANY, THE

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

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$22,730,881,278, liabilities in the amount of \$14,128,191,090, and surplus of at least \$8,602,690,188.

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

Judith L. French

Judith French, Director





The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2024

ASSETS

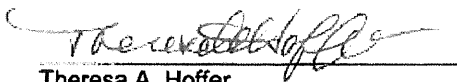
Cash	\$ 496,765,604
Bonds	10,261,653,689
Stocks	7,899,076,709
Agents Balance Receivable	2,759,511,438
All Other Admitted Assets	<u>1,313,873,838</u>
TOTAL ADMITTED ASSETS	<u>\$22,730,881,278</u>

LIABILITIES

Reserve for Losses and Loss Expense	\$ 8,382,566,630
Reserve for Unearned Premiums	4,281,961,730
All Other Liabilities	1,463,662,730
Capital	\$ 3,586,355
Surplus	8,599,103,833
	<u>8,602,690,188</u>
TOTAL LIABILITIES & EQUITY	<u>\$22,730,881,278</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2024 is true and correct to the best of her knowledge and belief.



Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 18th day of February 2025.





Tiffany L. McAbee
Notary Public, State of Ohio
My Commission Expires May 15, 2028

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Nicole A. Laber** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

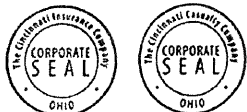
Surety Bond Number: Bid Bond
Principal: Becker Construction, Inc.
Obligee: City of Dayton, Ohio

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



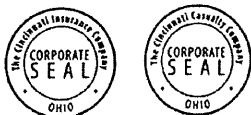
Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of December, 2025.



Ed [Signature]

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)


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

I, Timothy J. Becker hereby certify that
(print name – an Officer of the company)

Becker Construction 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
- Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: 
(signature)

Title: President

Date: December 11, 2025

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.

Health Insurance	_____	_____
Life Insurance	_____	_____
Disability Insurance	_____	_____
401 (k) Plan	_____	_____
Vacation Time	_____	_____
Holiday Time	_____	_____

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

n/a	_____	_____
_____	_____	_____
_____	_____	_____

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

Jounery Steel	_____	_____
Colby Woodworking	_____	_____
Demolition Inc.	_____	_____
Ray Isaac Plastering (supplier Northside Supply)	_____	_____
Perry Interiors	_____	_____
_____	_____	_____

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.

List is attached

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

n/a

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Company	FirstName	LastName	BusinessPhone	EmailAddress	
024100 Demolition					
DSEA Services			513-674-2231	kbeatty@bizcinci.rr.com	WBE
Demolition Inc.	Kelly	Oconnor	513-470-9459	demolitionco@hotmail.com	MBE WBE
Environmental Demolition Group LLC	Jason	Hazelwood	859-363-4863	jhazelwood@edgllc.com	
Fox Contractors Corp.			260-747-7461	bkochersperger@foxcontractors.com	MBE
Hina Environmental Solutions LLC	Scott	Thomas	614-272-8780	stthomas@hinenvironmental.com	WBE EDGE
Mitchum's Industrial Maintenance			937-470-5258	bmitchumservices@aol.com	EDGE
Rainbow Environmental Services			513-624-6470	info@rainbow-environmental.com	EDGE WBE
Renascant Inc.			317-83-1500	dave@renascentinc.com	WBE
028200 Asbestos Removal					
Environmental Demolition Group LLC	Shawn	McGinness	859-363-4863	smcginness@edgllc.biz	
040000 Masonry					
Buckner & Sons Masonry Inc.			614-279-9777	bucknerson@sbcglobal.net	MBE EDGE
BID Masonry	Kymberly	Burke	937-314-0087	bidmasonryllp@gmail.com	WBE
Gooder Masonry	Allen	Gordon	937-718-3612	allen_gordon2002@yahoo.com	MBE
Miami Valley Masonry	Eric	Holliman	937-274-2179	miamivalley1979@yahoo.com	WBE
051200 Structural Steel Framing					
Avenue Steel	Don	Long	513-752-1911	dlong@avenuefabricating.com	DBE WBE
Bradley Metal Fabrication LLC			216-881-7400	info@bradley-metal.com	MBE SBE
Capital Metal Industries			440-914-0700	lynn@capitalmetal.com	SBE
Chemsteel Construction Co.			440-234-3930	vanderson@chemsteel.com	WBE SBE
Columbus Steel Erectors, Inc.			614-876-5050	info@columbussteelers.com	
Fabrication Group			216-251-1125	patty@fabricationgroup.com	WBE SBE D
Great Lake Steel LLC			440-681-2002	mike@glsteel.net	SBE
JA McMahan Inc			330-652-2588	mike@jamcmahan.com	DBE
J & B Steel Erectors			513-874-1722	tova@jbsteel.com	WBE SBE D
M & M Manufacturing Inc.			270-586-8208	daniel@m-mmanufacturing.com	WBE DBE
Mull Iron			330-927-6855	paul@mulliron.net	MBE DBE E
Sippel Steel Fab			724-934-4800	gdeutsch@sippelsteelfab.com	SBE
Standard Contracting & Engineering Inc.			440-243-1001	terrysnodgrass@standardcontracting.com	SBE
Upright Steel Fabricators			216-923-0852	estimating@uprightsteelfab.com	SBE
061100 Wood Framing Labor					
Koble Contracting Inc.	Doug	Koble	937-440-1717	dkoble@koblecontracting.com	
061700 Shop-Fabricated Wood Trusses					
Automated Building Components	Dave	Mires	(937) 837-4030	dave.mires@abctruss.com	
062000 Finish Carpentry					
Alliance Millwork & Mfg LLC			937-529-7571	estimating@alliancemillwork.com	WBE
Colby Woodworking Inc.	Paula	Colby	937-254-7647	colbycwi@aol.com	SBE
Vaughn Interior Concepts	Craig	Vaughn	937-220-9996	crv@vaughninteriorconcepts.com	
Vaughn Interior Concepts	Leslie	Vaughn	937-220-9996	lsv@vaughninteriorconcepts.com	
Vaughn Interior Concepts	Josh	Vaughn	(937) 220-9996	jc@vaughninteriorconcepts.com	
072100 Thermal Insulation					
Thermal Tech Insulation Inc.	Elizabeth	Parrott	937-845-3896	thermaltechinsulation1@gmail.com	WBE
076100 Roofing					
Aster Elements			440-942-2799	joelopez@aster.us	MBE SBE
IC Roofing			513-372-5393	info@ic-roofing.com	MBE EDGE
078400 Firestopping					
Dalton Protection	Eric	Keeton	937-318-8053	ekeeton@daltonprotection.com	WBE
079200 Joint Sealants					
Advanced Caulking	Connie	Tenhundfeld	(513) 528-4285	office@advancedcaulking.com	
AKA Construction Mgt Team			216-751-2000	bruce@kateam.com	MBE WBE S
All Ohio Sealants Inc.			(330) 353-0585	keith@allohiosealants.com	VOB
Buckeye Sealants & Waterproofing			(937) 372-7386	buckeyesealants@att.net	
Gabor Enterprises			440-357-8804	amy@gaborenterprises.com	WBE SBE
081100 Door & Frames Hardware					
Laforce Inc.	Blair	Walsh	513-242-1100	BWalsh@laforceinc.com	
Norwood Hardware	Craig	Chabot	513-733-1175	cchabot@norwoodhardware.com	WBE
Norwood Hardware	Terry	Heller	513-733-1175	theller@norwoodhardware.com	WBE

081700 Automatic Door Operators					
Cincinnati Columbus Automatic Door	Cary		513-831-1042	ccad@cinci.rr.com	
084100 Entrances, Storefronts & Glazing					
AAA Glass	Rhonda		(937) 223-1122	aaaglassdayton@aol.com	WBE
092100 Drywall & Acoustical Ceilings					
Avail Drywall	Paul	Combs	937-429-2848	availdry@woh.rr.com	
Cincinnati Interiors			513-232-1547	phil@cincinnatiinteriors.com	WBE
Combs Interior Specialties	Estimating	Department	(937) 879-2047	estimating@combsinterior.com	WBE
Combs Interior Specialties	Jake	Strickle	(937) 879-2047	jstrickle@combsinterior.com	WBE
Quality Interiors Inc.			317-713-7050	bdelacruz@giico.com	MBE
Resilient Construction Group			937-902-8848	rob@resilientconstruction.com	WBE SBE
J Enterprises Construction			937-985-0605	jsmith@jenterprises-construction.com	MBE SBE
OK Interior	Josh	Turner	513-742-3278	JTURNER@OKINTERIORS.COM	WBE SBE
Thermal Tech Insulation, Inc.			937-845-3896	thermaltechinsulation1@gmail.com	WBE SBE
Thig's Construction			614-332-6886	thigpen3@msn.com	DBE MBE
093000 Tile & Flooring					
Axiom Flooring Enterprises			513-645-2380		MBE
Axis Interior Systems	John	Davis	513-645-1110	513-316-3708	
Georgia Direct Carpet Inc.			800-878-3133	tony@georgiadirect.biz	VBE
King Business Interiors Inc.			614-43-020	dshuffelton@kbinc.com	WBE EDGE
Titan Commercial Flooring Inc.	Doug	Gerhart	(937) 540-9087	dgerhart.titanflooring@gmail.com	WBE
Titan Commercial Flooring Inc.	Chris	Gerhart	(937) 540-9087	chris.titanflooring@gmail.com	WBE
Titan Commercial Flooring Inc.	Scott	Jones	(937) 540-9087	scott.titanflooring@gmail.com	WBE
Wetzel Flooring	Mike	Partin		mike@wetzelflooring.com	VOB
099100 Painting					
Anthony James Painting	Anthony	James	(937) 813-8024	anthony@anthonyjamespainting.com	WBE SBE
KRA Designs LLC	Khalid	Abdulliah		khalid.design.art@gmail.com	MBE SBE
Centaur Contracting LLC			216-701-2708	centaur2347@windstream.net	WBE
G C Pace Painting			513-383-8361	phillips313@comcast.net	MBE EDGE
GEG Painting Inc			513-984-0109	gegpainting@cinci.rr.com	WBE
Perry Interiors	Rick	Perry	(937) 431-1395	perryinteriors@fuse.net	WBE
Perry Interiors	Ron	Glass	937-431-1395	rglass47@yahoo.com	WBE
099700 Special Finishing					
Henderson Refinishing	Rusty	Henderson	(937) 339-5865	rusty@hendersonrefinishing.com	MBE
100000 Specialties					
Brightguy In	Tina		(440) 942-8318	tina@brightguy.com	SBE
CJ Industrial Supply			216-481-4448	cjindustrial@sbcglobal.net	WBE SBE
101400 Signage					
ASI Signage Innovations	Kim	Moscarino	513-248-4100	kim.moscarino@asisignage.com	WBE
122100 Window Blinds					
A & B Interiors	Brenda	Perry	800-750-6531	bperry@aandbinteriors.com	WBE
CWS			513-63-7200	jimjr@cwscontract.com	WBE
22000 Plumbing					
A.L. Miller Plumbing Inc.			(513) 474-4915	millerplbg@swohio.twcbc.com	SBE
Korrek Plumbing	Craig		(937) 837-2333	craig@korrekplumbing.com	WBE SBE E
Mechanical Systems of Dayton	John	Shiple	(937) 254-3235	jshiple@msdinc.net	WBE
Mechanical Systems of Dayton	Rick	VanZile	(937) 254-3235	rvanzile@msdinc.net	WBE
Mechanical Systems of Dayton	Estimating	Dept	(937) 254-3235	estimators@msdinc.net	WBE
230000 Heating, Ventilating and Air Conditioning					
Apex Mechancial Systems, Inc.			937-836-8200	apex@apexmechsys.com	WBE EDGE
Coleman Spohn Corp			216-431-8070	rwagner@colemanspohn.com	WBE SBE
Gaines Mechanical Contractor			937-276-2206	aedgington@gainesmechanical.com	MBE SBE
Korrek Plumbing	Craig		(937) 837-2333	craig@korrekplumbing.com	WBE
Mechanical Systems of Dayton	Rick	VanZile	937-254-3235	rvanzile@msdinc.net	WBE
Mechanical Systems of Dayton	Estimating	Dept	(937) 254-3235	estimators@msdinc.net	SBE
260000 Electrical					
Alternelite Eletric			440-777-7800	gramos@alterneliteelectric.com	MBE WBE E
Aztec Electric			937-313-9556	gminarcek44@gmail.com	MBE
Craftsman Electric			513-891-4426	info@craftsmanelectric.com	DBE

DE Williams Electric	Doug	Williams	440-893-9591	dwilliams@dewilliamselectric.com	MBE
Donato Electric Inc.			440-221-3029	donatoelectric@att.net	WBE SBE
Ginter Electric Contractor			513-821-9320	mginter@ginterelectric.com	SBE
Herbst Electric Company			216-621-5890	john@herbstelectric.com	SBE
JL Davis Electrical Contractors			606-546-8491	jldeci@hotmail.com	SDVOSB
Mayers Electric Company			513-272-2900	ihopper@mayerselectric.com	SBE
NuSurge Electric Inc.			216-431-7580	scottl@nusurge700.com	MBE DBE :
Roberts Service Group			614-276-0126	tim@robertssg.com	WBE EDGE
Scharton Electric Co. Inc.			440-248-3300	escharton@schartonelectric.net	WBE SBE
Sollman Electric Co.			937-492-0346	ahartke@sollmanelectric.com	VOSB
Westfield Electric Inc.			419-862-0078	myounger@westfieldgroups.com	EDGE
Cleaning					
Professional Cleanng Services LLC	David	Montgomery	937-432-8830	professionalcservices@gmail.com	SBE MBE C

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

STATE OF OHIO,
COUNTY OF Montgomery, SS:

Timothy J. Becker being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Becker Construction, 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: 

Title: President

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT:	Dayton Fire Station #15 Renovation	2801 Wayne Ave Dayton, Ohio
	NAME	LOCATION

During the performance of this contract:

Becker Construction, Inc.	525 Gargrave Rd. Dayton, Ohio 45449	937-859-8308 / 937-859-8306
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%
	Goals of Female Worker Utilization Expressed in Percentage Terms
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 Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

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

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

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

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

- e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.
 - f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.
 - g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.
 - h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.
 - i) The contractor shall validate all tests and other selection requirements.
 - j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.
 - k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.
 - l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.
 - m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
 - o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.
- 3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

Becker Construction, Inc. _____ (Contractor) certifies that:

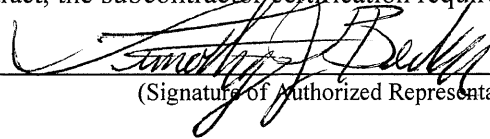
1. The following listed construction trades will be used in performance of this project.

Demolition	Fencing
Masonry	Fire Protection
Aluminum Storefronts	Plumbing
Flooring	HVAC
Painting	Electrical
Casework	Drywall & Ceilings

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

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

SIGN:



(Signature of Authorized Representative of Bidder)

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



PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Demolition Inc
Address: 8120 Lyndhurst Ct
City: Cinti State: OHIO ZIP: 45249
Telephone: 513 470 9459 Email: demolitionco@hotmail.com
Primes Base Bid \$ 87,000
Name of Project: Auber Heights Tax, Finance & Water

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Demolition Inc
PEP-Certified Firm's Tax ID#: 30-0212026
Scope of Work to Be Performed by Certified Firm: Selective Demo
Interior

Table with 3 columns: Total Dollar Amount Towards Goal, Percentage Towards Goal, Amount to Be Paid to This PEP Firm for the Work Described. Rows include Total Bid (\$87,000), Materials (\$0), and Labor (\$53,000).

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Signature of Bidder/Proposer's Authorized Agent: Kelly O'Connor
(Printed Name of Bidder/Proposer's Authorized Agent): Kelly O'Connor
President (Title of Bidder/Proposer's Authorized Agent)
12/10/2025 (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Ray Isaac Plastering, LLC

Address: 727 N. Main St

City: Franklin, Ohio 45005 State: _____ ZIP: _____

Telephone: 937-743-7999 Email: scott@rayisaacplastering.com

Primes Base Bid \$ _____

Name of Project: _____

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Northside Supply

PEP-Certified Firm's Tax ID#: 31-1372168

Scope of Work to Be Performed by Certified Firm: Material Supplier

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	\$ <u>104,600.00</u>	% <u>28</u>	\$ <u>29,750.00</u>
Materials	\$ <u>29,750.00</u>	% <u>100</u>	\$ <u>29,750.00</u>
Labor	\$ <u>74,850.00</u>	% <u>0</u>	\$ <u>74,850.00</u>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Scott Banford
 (Signature of Bidder/Proposer's Authorized Agent)

Scott Banford
 (Printed Name of Bidder/Proposer's Authorized Agent)

Vice President 12/17/2025
 (Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: Colby Woodworking, Inc
 Address: 1912 Lucille Drive
 City: Dayton State: Oh ZIP: 45404
 Telephone: 937.260.3439 Email: kpenney.cwi@gmail.com
 Primes Base Bid \$ 95,175.00
 Name of Project: Dayton Fire Station #15

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Colby Woodworking, Inc
 PEP-Certified Firm's Tax ID#: 31-1201174
 Scope of Work to Be Performed by Certified Firm: Plastic Laminate Casework,
 Stainless & Butcher Block Tops, Shower walls & Bases,
 and Finished wood Sills

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	\$ <u>95,175.00</u>	% <u>100</u>	\$ <u>95,175.00</u>
Materials	\$ <u>60,970.00</u>	% <u>64</u>	\$ <u>60,970.00</u>
Labor	\$ <u>34,205.00</u>	% <u>36</u>	\$ <u>34,205.00</u>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Katherine Penney
(Signature) of Bidder/Proposer's Authorized Agent

Katherine Penney
(Printed Name of Bidder/Proposer's Authorized Agent)

President (Title of Bidder/Proposer's Authorized Agent) 12.18.2025 (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: PERRY INTERIORS INC.
 Address: 1918 VALLEY ST. SUITE 15
 City: DAYTON State: OH ZIP: 45404
 Telephone: 937-575-5514 Email: RGUASS42@YAHOO.COM
 Primes Base Bid \$ 15,600.00
 Name of Project: DAYTON FIRE STATION # 15

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: PERRY INTERIORS INC.
 PEP-Certified Firm's Tax ID#: 31-165684
 Scope of Work to Be Performed by Certified Firm: PAINTING

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	\$ <u>15,600.00</u>	% <u>100</u>	\$ <u>15,600.00</u>
Materials	\$ <u>12,500.00</u>	% <u>100</u>	\$ <u>12,500.00</u>
Labor	\$ <u>3,100.00</u>	% <u>100</u>	\$ <u>3,100.00</u>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

Ron Glass
 (Signature of Bidder/Proposer's Authorized Agent)
RON GLASS
 (Printed Name of Bidder/Proposer's Authorized Agent)
Project Manager 12-18-2025
 (Title of Bidder/Proposer's Authorized Agent) (Date)

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



PEP-CERTIFIED

(SELECT ONE) PARTICIPATION FORM

Instructions for Bidders / Proposers: Submit one executed copy of this form for each Procurement Enhancement Plan (PEP)-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s). This form must be included with your Bid. To split a PEP-Certified Firm's participation among more than one goal, submit a separate form for each goal (i.e., SBE, MBE, WBE, or DLSB).

SECTION 1: BIDDER / PROPOSER INFORMATION

Name of Bidder / Proposer's Firm: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ Email: _____

Primes Base Bid \$ _____

Name of Project: Fire Station #15

SECTION 2: PEP-CERTIFIED BUSINESS & PARTICIPATION INFORMATION

Name of PEP-Certified Firm: Journey Steel, Inc

PEP-Certified Firm's Tax ID#: 27-0722424

Scope of Work to Be Performed by Certified Firm: Structural & Miscellaneous Steel fab & erection

	Total Dollar Amount Towards Goal	Percentage Towards Goal	Amount to Be Paid to This PEP Firm for the Work Described:
Total Bid	\$ <u>35,127.⁰⁰</u>	% <u>100</u>	\$ <u>35,127.⁰⁰</u>
Materials	\$ <u>21,000.⁰⁰</u>	% <u>100</u>	\$ <u>21,000.⁰⁰</u>
Labor	\$ <u>14,127.⁰⁰</u>	% <u>100</u>	\$ <u>14,127.⁰⁰</u>

SECTION 3: AFFIRMATIONS

The above-named Bidder / Proposer affirms, under penalty of perjury, that it has negotiated in good faith with the above-named PEP-Certified Firm and will utilize the above-named PEP-Certified Firm for the type(s) of work and for the dollar amount(s) described above.

(Signature of Bidder/Proposer's Authorized Agent) _____

(Printed Name of Bidder/Proposer's Authorized Agent) _____

(Title of Bidder/Proposer's Authorized Agent) _____ (Date) _____

IF THE BIDDER/OFFEROR IS NOT AWARDED A CONTRACT, OR IF THE HRC DOES NOT APPROVE OF THE TERMS AS STATED ABOVE, THEN ANY AND ALL REPRESENTATIONS ON THIS PARTICIPATION FORM SHALL BE NULL AND VOID.



PEP PARTICIPATION COMMITMENT AND/OR WAIVER REQUEST FORM

Instructions for Bidders/Proposers: Submit one (1) executed copy of this form with your Bid/Proposal.

- If Option 1 is selected, you must also submit one (1) executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form for each PEP-Certified Firm whose participation you plan to count toward the project/contract's participation goal(s).
- If Option 2 (WAIVER REQUEST) is selected, you must also submit documentation of your Good Faith Efforts to the City of Dayton Human Relations Council (HRC) within two (2) business days of the Bid Opening / Proposal Due Date. Bidders/Proposers will receive no further reminders about this deadline.

The undersigned affirms that the Bidder/Proposer has satisfied the requirements of the Bid/RFP Specification in the following manner: (Check the box for Option 1 and/or Option 2, complete the appropriate spaces, and sign below.)

Option 1. The Bidder/Proposer has secured enough commitment(s) from one or more PEP-Certified Firms to meet or exceed the project's PEP participation goal(s). The Bidder/Proposer is committed to a minimum of:

% SBE	8.1 % MBE	9.3 % WBE	% DLSB
-------	-----------	-----------	--------

participation on this contract, as detailed on the executed PEP-Certified SBE/MBE/WBE/DLSB Participation Form(s) submitted with this Bid/Proposal.

Option 2 (WAIVER REQUEST). The Bidder/Proposer is unable to meet the project's PEP participation goal(s) and requests that the following goal(s) be waived: (Check all that apply.)

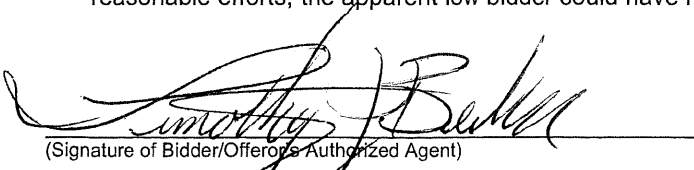
- SBE
 MBE
 WBE
 DLSB

The Bidder/Proposer's documentation of Good Faith Efforts to meet the participation goal(s) checked above must be submitted to the HRC within two (2) business days of the Bid Opening / Proposal Due Date. The Bidder/Proposer will receive no further reminders about this deadline.

A waiver will be granted based on a Bidder/Proposer's documented Good Faith Efforts, and only when the HRC determines that the Bidder/Proposer has completed all of the following activities:

1. Solicited the interest of all PEP-Certified Firms having the capability to perform the work of the contract. The Bidder/Proposer must solicit this interest at least ten (10) business days before the Bid Opening / Proposal Due Date in order to allow the PEP-Certified Firm sufficient time to respond to the solicitation. Electronic communication will not be deemed as sufficient Good Faith Efforts, if it is the sole method of communication used.
2. Divided contract work items into economically feasible units to facilitate PEP participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.
3. Negotiated in good faith with PEP-Certified Firms, and considered the firms' prices and capabilities as well as the contract goals. Rejected PEP-Certified Firms as being unqualified only for reasons based on a diligent investigation of their capabilities. The Bidder/Proposer'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 to reject or not solicit bids from particular PEP-Certified Firms.
4. Provided interested PEP-Certified Firms with plans and specifications at no cost, or directed them to the Greater Dayton Minority Business Assistance Center (Dayton MBAC) for information about the project's plans, specifications, and requirements at least ten (10) business days prior to the Bid Opening / Proposal Due Date in order to assist them in responding to a solicitation.
5. Sought the Dayton MBAC's assistance or used the services of community organizations; contractors' groups; local, state or federal business assistance offices; or similar organizations to find PEP-Certified Firms. Contacting the HRC for a list of certified companies will not be deemed as sufficient Good Faith Efforts.

NOTE: In determining whether a Bidder/Proposer has made Good Faith Efforts, the HRC may take into account the performance of other Bidders/Proposers in meeting the goal(s). For example, when the apparent low bidder fails to meet a participation goal but others meet it, the HRC may reasonably raise the question of whether, with additional reasonable efforts, the apparent low bidder could have met the goal.



(Signature of Bidder/Offeror's Authorized Agent)

Timothy J. Becker

(Printed Name of Bidder/Offeror's Authorized Agent)

Becker Construction, Inc.

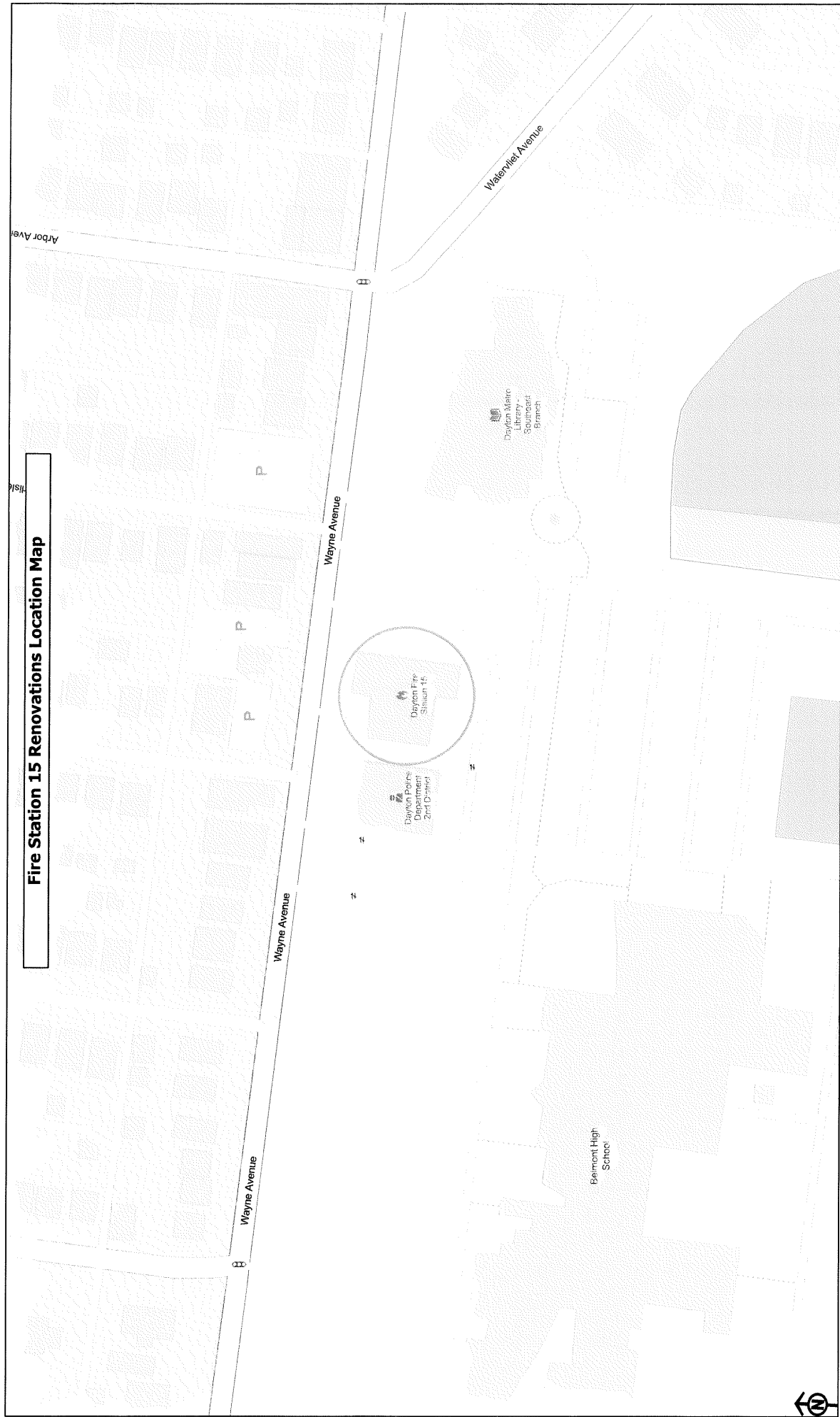
(Name of Bidder/Proposer's Firm)

President

(Title of Bidder/Offeror's Authorized Agent)

(Date)

Fire Station 15 Renovations Location Map



0 0.07 0.15 0.3 mi

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





City Manager's Report

FOR CITY COMMISSION APPROVAL

6

From 6480 - Public Works/Facilities Management

Date February 4, 2026

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$1,700,000.00 thru 12/31/2028

Name J L Kuck General Contractors Inc

Address 1905 S. State Route 48
Ludlow Falls, Ohio 45339

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Community Development Block Grant	26071-6480-1425-54	\$1,700,000.00

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

Description

Belmont Pool and Locker Room Improvements Re-Bid #2
(25% HUD Section 3 Worker Labor Hours & 5% Targeted Worker Labor Hours Participation Goal)
(Federal CDBG Funds)

The Department of Public Works requests approval to award a contract to J L Kuck General Contractors Inc for the Belmont Pool and Locker Room Improvements Re-Bid #2 project. The project will renovate the Belmont Pool, located within Lohrey Recreation Center. Work includes demolition of various pool related systems, equipment, and finishes. This includes the concrete deck, gutter/return system, diving board, steps, ladders, and lighting. New work items consist of new pool equipment, plumbing and drain lines under the concrete deck, lighting, permanent entry steps into the pool, stainless steel gutter/return system, and PVC deck and wall liner. During this project, an assessment on the natatorium concrete ceiling and beams shall be performed while the water is drained to sound and determine limits of concrete spalling. Upon completion of this assessment, work shall be performed to remove and replace deteriorating concrete. Lastly, this project will install a new sanitary lateral, leading east into Belmont Park, that will allow the pool to drain into the sanitary sewer system.

This project was first bid on July 3, 2025 with one bid received that was over the estimate of cost. A re-bid was advertised with a proposed letting date of August 28, 2025. Prior to letting, this project was cancelled due to a budget shortfall for the planned base bid work that included renovations to the locker rooms. This project was then revised to remove all locker room improvements from the base bid scope of work and additional 2026 Federal CDBG Funds were added to ensure a successful third bid. On December 18, 2025 one bid was received, and it is recommended that the contract be awarded to J L Kuck General Contractors Inc, in the amount of \$1,700,000.00. This amount includes the base bid of \$1,680,250.00 and Alternate No. 1 Contingency Allowance in the amount of \$19,750.00. The estimated cost for this project was \$1,700,000.00. The time bid for project completion is September 1, 2026.

This project is being funded by Community Development Block Grant funds. A Certificate of Funds, Tabulation of Bids, Human Relation Council's verification letter, and the Bid Form from the firm recommended for award are attached.

E-SIGNED by Andrew Marks
on 2026-01-21 10:49:58 EST

Signatures/Approval

Approved by City Commission

Division E-SIGNED by Thomas J. Ritchie, Jr.
on 2026-01-21 13:38:32 EST

Department
C. Lushen
City Manager

Clerk

Date

December 31, 2025

TO: David Escobar, City Engineer,
Department of Public Works

FROM: Alma Sove, BTA Administrator
Human Relations Council (HRC)

SUBJECT: HRC Bid Recommendation: Belmont Pool and Locker Room
Improvements Re-Bid #2

The HRC recommendation is to award the above project to JL Kuck General Contractors., who submitted the lowest and best bid for this project. Their proposal included the signed HUD Section 3 Requirements which indicate they will follow the HUD Section 3 provisions indicated in 24 CFR 75. *JL Kuck General Contractors is responsible for meeting the 25% HUD Section 3 Worker Labor Hours and 5% Targeted Worker Labor Hours.*

The recommended company to receive the award for the Belmont Pool and Locker Room Improvements Re-Bid #2 is:

Prime Contractor:	Amount of Base Bid:
JL Kuck General Contractors	\$1,680,250

Dayton, Ohio
Department of Public Works
Division of Civil Engineering

Proposal Tabulation For: Belmont Pool and Locker Room Improvement Re-bid #2
(25% HUD Section 3 Worker Labor Hours and 5% Targeted
Worker Labor Hours)

Bid Opening Date:	Cost Estimate:	Estimated Time Of Completion:
<u>December 18, 2025</u>	<u>\$1,700,000.00</u>	<u>September 1, 2026</u>

<u>Bidders</u>	<u>Actual Amount Of Bid</u>	<u>Adjustment for Workdays</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>*JL Kuck General Contractors</u>	<u>\$1,680,250.00</u>	<u>-0-</u> <u>September 1, 2026</u>	<u>\$1,680,250.00</u>

*Awarded
Revised 9/14/98

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Belmont Pool and Locker Room

Improvements - Rebid #2

Bidder JL Kuck General Contractors, INC

Belmont Pool and Locker Room Improvements Re-Bid #2 (#9949140)					
Owner: Dayton OH, City of					
Solicitor: Dayton OH, City of					
12/18/2025 12:00 PM EST					
JLKuck General Contractors					
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Item 1	Belmont Pool Improvements, Complete, As Per Plan	Lump	1	\$1,670,250.00	\$1,670,250.00
Item 2	Building Permit Fee Allowance	EA	1	\$5,000.00	\$5,000.00
Item 3	Hazardous Material Abatement Allowance	EA	1	\$5,000.00	\$5,000.00
Add Alternate No. 1 Contingency Allowance					\$167,025.00
Alt. 1	Contingency Allowance (10% of Total Base Bid)	Lump	1	\$167,025.00	\$167,025.00
Add Alternate No. 2 Add Locker Room Scope Except Replacement of Flooring					\$412,110.00
Alt. 2	Add Locker Room Scope Except Replacement of Flooring	Lump	1	\$412,110.00	\$412,110.00
Add Alternate No. 3 Add Locker Room Flooring Scope Only					\$74,170.00
Alt. 3	Add Locker Room Flooring Scope Only	Lump	1	\$74,170.00	\$74,170.00
Add Alternate No. 4 Existing Block Dividing Walls at Water Closets to Remain (4 Walls Total)					(\$7,500.00)
Alt. 4	Existing Block Dividing Walls at Water Closets to Remain (4 Walls Total)	Lump	1	(\$7,500.00)	(\$7,500.00)
Add Alternate No. 5 Re-paint Pool Deck Walls					\$14,250.00
Alt. 5	Re-Paint Pool Deck Walls	Lump	1	\$14,250.00	\$14,250.00
Add Alternate No. 6 Re-paint Pool Deck Columns					\$6,900.00
Alt. 6	Re-Paint Pool Deck Columns	Lump	1	\$6,900.00	\$6,900.00
Add Alternate No. 7 Re-paint Existing Ceiling Above Pool/Pool Deck					\$25,000.00
Alt. 7	Re-paint Existing Ceiling Above Pool/Pool Deck	Lump	1	\$25,000.00	\$25,000.00
Add Alternate No. 8 Overhead/Vertical Structural Inspection Above Pool/Pool Deck					\$8,000.00
Alt. 8	Overhead/Vertical Structural Inspection Above Pool/Pool Deck	Lump	1	\$8,000.00	\$8,000.00
Add Alternate No. 9 Overhead/Vertical Structural Repairs Above Pool/Pool Deck					\$200.00
Alt. 9	Overhead/Vertical Structural Repairs Above Pool/Pool Deck	SF	1	\$200.00	\$200.00
Base Bid Total:					\$1,680,250.00

DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES NO

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

Disclosure of Investigation or Criminal Proceedings:

Within the past three (3) years have you or any person, group partnership, company, or corporation affiliated with you:

(1) Been the subject of any criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

RESPONSE: YES NO

(2) Been the subject of:

- (i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
- (ii) Any criminal investigation, felony indictment or conviction concerning the formation of any business association with, an allegedly false or fraudulent Minority Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise

RESPONSE: YES NO

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Within the past three (3) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the company been:

(1) Sanctioned relative to any business or professional permit and/or license?

RESPONSE: YES NO

(2) Suspended, debarred, or disqualified from any government contracting process?

RESPONSE: YES NO

(3) The subject of a criminal investigation, whether open or closed, or an indictment for any business related constituting a crime under local, state, or federal law?

RESPONSE: YES NO

(4) Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

(i) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or

(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to filing of false documents or false sworn statements, perjury or larceny.

RESPONSE: YES NO

If your response is "YES" please separately identify each investigation and/or indictment. Identify the names of the investigating agency, the court caption and case number of any indictment, the nature of the investigation/indictment, the parties involved, the current status, and if completed the final outcome.

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

State of Incorporation

Name and Title of
Officers with Authority
to Sign Contract

Home Office Address

Local Address

Telephone

Fax

E-mail

Federal I.D.#

Dated this

18

day of

DECEMBER

, 20

25

Bidder:

JLKuck General Contractors

(Person, Firm, or Corporation)

By:

[Signature]

Title:

President

J.L. KUCK GENERAL CONTRACTORS, INC

OHIO

TOOD KUCK PRESIDENT

P.O. Box 160, LUDLOW FALLS, OH 45339

937-836-0081 Fax 937-836-4892

CHRIS@JLKUCK.COM

31-1256810

PROPOSAL BOND

Amount \$ 10%

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

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

Signed and sealed at Dayton, Ohio, this 18th day of December, 2025

J.L. Kuck General Contractors, Inc.

By: [Signature]
Bidder

Merchants Bonding Company (Mutual)

By: [Signature]
Nicole A. Laber **Surety**
Attorney-in-Fact



Marsh & McLennan Agency, LLC
Name of Insurance Agency

P.O. Box 37
Dayton, OH 45401
Address of Insurance Agency

Telephone 937-228-4135 **FAX** 212-948-6397

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) (“Merchants”) deems the digital or electronic image of Merchants’ corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: *Larry Taylor*
Larry Taylor, President

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

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/27/2025

Effective 04/02/2025

Expires 04/01/2026

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

MERCHANTS BONDING COMPANY (MUTUAL)

of Iowa 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

MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$524,662,999, liabilities in the amount of \$207,594,099, and surplus of at least \$317,068,900.

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





MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	<u>Dec. 31, 2024</u>
Admitted Assets	
Bonds	\$ 314,115,790
Stocks	99,457,232
Real Estate	11,979,000
Cash and Short-Term Investments	34,595,383
Other Invested Assets	<u>1,781,226</u>
Subtotal, Cash and Invested Assets	461,928,631
Premiums in the Course of Collection	31,016,337
Amounts Recoverable from Reinsurers	6,215,636
Other Assets	25,502,395
Total Admitted Assets	<u><u>\$ 524,662,999</u></u>
Liabilities & Surplus	
Losses and Loss Adjustment Expense Reserves	\$ 38,546,978
Unearned Premiums	105,398,814
Ceded Reinsurance Premiums Payable	8,824,682
Other Liabilities	<u>54,823,625</u>
Total Liabilities	207,594,099
Unassigned Funds (Surplus)	<u>270,943,798</u>
Total Surplus	317,068,900
Total Liabilities and Policyholders' Surplus	<u><u>\$ 524,662,999</u></u>

I, Elisabeth Sandersfeld, Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2024, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

2/28/2025

Date

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Nicole A. Laber**

Surety Bond #: Bid Bond
Principal: J.L. Kuck General Contractors, Inc.
Obligee: City of Dayton, Ohio

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

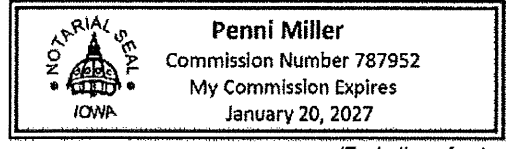
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of December, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 18th day of December, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of December, 2025.



Elisabeth Sandersfeld
Secretary

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 3)


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

I, TODD KUCK hereby certify that
(print name – an Officer of the company)

JL KUCK GENERAL CONTRACTORS 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
- Maintain an unemployment compensation insurance policy registered with the State of Ohio Department of Job and Family Services
- Made a good faith effort to contract with one or more qualified minority business enterprises to perform work required by this project, in accordance with bid documents, ordinances, and applicable Federal and State law

By: 
(signature)

Title: President

Date: 12-18-25

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.

Union	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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.

Union	
_____	_____
_____	_____
_____	_____

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

RENOSYS	
_____	_____
CALVIN	
_____	_____
STARCO	
_____	_____
BUDDENBAUM & MOORE	
_____	_____
_____	_____

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

BLADE CUTTERS

ARCHIES RENOVATION

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

NONE

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

STATE OF OHIO
COUNTY OF Miami, ss:

TODD KUCK being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of JL KUCK GENERAL CONTRACTORS ("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 OH.
 - Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: 
Title: PRESIDENT

CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT

STATE OF OH)
)
COUNTY OF Miami) SS:

TODD KUCK, being first duly sworn deposes and states that:

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


JL KUCK GENERAL CONTRACTORS that
(business or organization name)

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

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

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

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


SIGNED
PRESIDENT
TITLE

**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Belmont Pool and Locker Room Improvements Re-Bid #2 2366 Glenarm Ave, Dayton, OH

NAME	LOCATION
------	----------

During the performance of this contract:

JL Kuck General Contractors	P.O. Box 160, Ludlow Falls, OH 45339	937-836-0081
CONTRACTOR	ADDRESS	TELEPHONE / FAX

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

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

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

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

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%
	Goals of Female Worker Utilization Expressed in Percentage Terms
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 Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

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

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

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

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

- e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.
 - f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.
 - g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.
 - h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.
 - i) The contractor shall validate all tests and other selection requirements.
 - j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.
 - k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.
 - l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.
 - m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
 - o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.
- 3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

CONTRACTOR'S CERTIFICATION

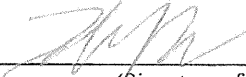
J.L. KUCK GENERAL CONTRACTORS (Contractor) certifies that:

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

- LABORER
- PLUMBING
- ELECTRIC
- PAINTING

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

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

SIGN: 
(Signature of Authorized Representative of Bidder)

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

HUD SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701n) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

On November 30, 2020, the U.S. Department of Housing and Urban Development implemented the Section 3 Final Rule which shifted the focus of the provision from new hires for temporary opportunities, to long-term employment and job permanency for low-income workers ("Section 3 workers").

As required by the Section 3 Final Rule, 25% of all labor hours must be performed by a Section 3 worker, and 5% of all labor hours must be performed by Targeted Section 3 workers. This information will be reported back to the City no less than annually. Additional information and definitions pertaining to the Section 3 Final Rule can be found in Exhibit D.

Under the Agreement resulting from this offer, the Contractor must comply with all Section 3 Requirements.

Please review and initial:

Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement.

T.K.



City Manager's Report

FOR CITY COMMISSION APPROVAL

7

From **6450-PW/Civil Engineering**

Date **February 4, 2026**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$964,987.50 thru 7/31/28**

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

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

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Capital	41134-6450-1424-54	\$964,987.50

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

Description

**Philadelphia Drive Traffic Calming
(Open Market)
(Federal Transportation Alternative Funds)
(General Capital Funds)**

The Department of Public Works requests approval to award a contract to L.J. DeWeese Co., Inc. The project consists of adding bike lanes and curb extensions along Philadelphia Drive from West Riverview Avenue to Salem Avenue. This contract will commence upon execution by the City and project completion is scheduled for July 31, 2026.

Five bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, L.J. DeWeese Co., Inc., in the amount of \$964,987.50. The award amount includes the Base Bid of \$942,487.50 and Alternate No. 1 in the amount of \$22,500.00. The estimated cost for the project was \$950,000.00.

This project is being funded using Philadelphia Drive Traffic Calming funds (\$964,987.50).

A Certificate of Funds, Tabulation of Bids, Bid from the firm recommended for award, and Location Map are attached.

E-SIGNED by David Escobar
on 2026-01-23 07:37:48 EST

Signatures/Approval

Approved by City Commission

Division

E-SIGNED by Tom Ritchie
on 2026-01-23 08:30:03 EST

Department

Clerk

City Manager

Date

Dayton, Ohio

Bid Tabulation For: Philadelphia Drive Traffic Calming

Department of Public Works

(Open Market) (Federal Transportation Alternative Funds)

(General Capital Funds)

Bid Opening Date:

Cost Estimate:

Estimated Time
Of Completion:

December 18, 2025

\$950,000.00

July 31, 2026

<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>*L.J. DeWeese Co., Inc.</u>	<u>\$942,487.50</u>	<u>-0- July 31, 2026</u>	<u>\$942,487.50</u>
<u>John R. Jurgensen Co.</u>	<u>\$946,097.50</u>	<u>-0- July 31, 2026</u>	<u>\$946,097.50</u>
<u>Double Jay Construction, Inc.</u>	<u>\$1,010,840.00</u>	<u>-0- July 31, 2026</u>	<u>\$1,010,840.00</u>
<u>Outdoor Enterprise</u>	<u>\$1,039,711.50</u>	<u>-0- July 31, 2026</u>	<u>\$1,039,711.50</u>
<u>Barrett Paving Materials, Inc.</u>	<u>\$1,197,742.50</u>	<u>-0- July 31, 2026</u>	<u>\$1,197,742.50</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

***Awarded**
Revised 9/14/98

May 12, 2025

TO: Shelley Dickstein, City Manager
Office of the City Manager

FROM: Steven C. Gondol, Director **Gondol, Steven**
Department of Planning, Neighborhoods & Development

Digitally signed by Gondol,
Steven
Date: 2025.05.19 14:40:08 -04'00'

Thomas J. Ritchie, Jr., Director
Department of Public Works

E-SIGNED by Thomas Ritchie
on 2025-05-21 09:59:59 EDT

SUBJECT: Philadelphia Drive Safety Project Recommendation

Background

In 2020, the City received multiple complaints of speeding and reckless driving on Philadelphia Drive. After community outreach and research, City staff decided to solicit Federal Transportation Funding. The project was selected, and we received a Federal Transportation Alternative Grant for \$830,000 to provide traffic calming.

In 2024, the Divisions of Civil Engineering, Planning, and Community Engagement launched community outreach for the Philadelphia Drive Traffic Calming Project with the goal of increasing safety, implementing City plans, and listening to residents. The Project will occur on Philadelphia Drive between Salem Avenue and West Riverview Avenue.

Outreach with the community began in early 2024, and preliminary designs were completed later that year. A bid is to be issued in January 2026, with construction scheduled for Summer 2026.

Extensive engagement has occurred to bring the project to this point. All participating divisions have tried to balance the purpose of the project (safety) with public input. This has led to a project that comprehensively addresses safety with curb extensions, on-street parking, speed humps, bike lanes and other interventions.

Despite this comprehensive approach, a project of this nature will have some detractors. There are those who are not in support of bike lanes, for example. In fact, a petition was recently received for the sole purpose of opposing bike lanes on Philadelphia Drive. While we always value public feedback, this memo demonstrates the extensive work to achieve a balanced, rational, and effective safety project.

Justification for project

Currently, there are regular incidents of excessive speeds within the corridor, which have contributed to a high accident rate and present a hazard for pedestrians attempting to cross Philadelphia Drive. This roadway corridor averages 89 accidents a year. Between 2015 and 2022, there were two fatal accidents and 22 serious injury accidents.

Recommendation

After extensive community engagement, review of safety goals, consideration of recommendations in the Active Transportation Plan, and vetting of alternatives, the city team recommends the following comprehensive safety improvement project:

- Installation of bike lanes for the full extent, except at the intersection of Philadelphia Drive and Cornell Drive where there is insufficient width.
- Use of bike boxes at intersections to provide space for cyclists when lanes shift to sharrows.
- Removal of on-street parking for most of the street, outside of a segment of Philadelphia Drive from Oxford Avenue to Riverview Avenue, where dedicated parking will be preserved.
- Raised islands at the intersection to separate the bike lanes from the vehicle lanes.
- Reduction of the travel lane width from 12' and 15' to 11'.

Considerations

The City presented and offered for input the following elements during public outreach sessions:

- Curb extensions – to help calm traffic by encouraging reduced speeds and reduce crossing distances for pedestrians.
- Infill sidewalk – to address existing gaps in the sidewalk system.
- Resurfacing – to repair damaged areas of roadway.
- Bike lanes*– recommended in the Active Transportation Plan and requested by some residents.
- Two-way left turn lane* – also requested by some residents.

**Both options would require the elimination of on-street parking within the corridor.*

Engagement

Summary of activities

- April 15, 2024 - Canvassing Philadelphia Drive
- April 24, 2024 - Information Session
- May 6, 2024 - College Hill Neighborhood Association
- May 9, 2024 - Princeton Heights Neighborhood Association
- May 20, 2024 - OMEGA CDC Economic Stability Work Group
- June 17, 2024 - OMEGA CDC Economic Stability Work Group
- December 5, 2024 - Community meeting and report out
- Staff reached out to residents who did not have driveways and evident parking areas
- Information station with survey board and comment box set up:
 - Dayton Metro Library, NW Branch
 - NW Recreation Center
- Online Survey (Open for the month of June)
- Direct mailings

Results of surveys - Comments

242 responses (on survey boards and online): 28% (67 responses) report living on Philadelphia Drive and 72% (175) live elsewhere	
Results of total vote for the 3 options shared: <ul style="list-style-type: none"> 1. Bike lanes: 36% (88 votes) 2. Center turn lane: 46% (112.5) 3. Dedicated parking: 17% (41.5) 	Results of votes from those on Philadelphia: <ul style="list-style-type: none"> 1. Bike lanes: 19% (13 votes) 2. Center turn lane: 57% (38.5) 3. Dedicated parking: 23% (15.5)
Votes in favor of removing on-street parking: <ul style="list-style-type: none"> Total responses: 82% (200 votes) 	Votes in favor of removing on-street parking: <ul style="list-style-type: none"> Those living on Philadelphia: 76% (51.5)

While a center turn lane was a popular response, further indications were that ODOT would not fund such for a safety project, nor would it achieve the goal of a safer Philadelphia Drive.

Summary of Outreach Public Comments:

- Lack of police presence/enforcement of traffic laws in the area was mentioned numerous times
- Concern over the traffic that has increased from Gettysburg Avenue changes
- Some are interested in the same treatment being applied (speed tables/bumps) and about the same amount of others oppose
- Concerns that people on bikes or even walking would still be hit by reckless drivers/speeding
- Interest in adding bike lanes as an amenity – comment that there is a disparity
- Notes that the protected bike lanes on Salem Avenue do slow people down
- Concerns that the amenity will cause an increase in housing costs passed on due to increase in popularity of the area
- Concerns that if the amenity of a bike lane isn't installed, the likelihood of them having it and using one there in the future is reduced
- Comments that a turn lane would facilitate how the road is currently used
- Concern over others' loss of parking – observed more parking closer to Riverview (Some people mentioned they had lost cars by parking on Philadelphia)
- Comments about the addition of a few turn lanes to make it easier to turn because of fast traffic
- A few stated they need parking on Philadelphia Drive because they have no other parking
- Thoughts to have the bike lane in the neighborhood to stop at/by the rec center

Dayton Police Department & Enforcement

Infrastructure alone will not solve the speeding concerns and problems raised by residents and supported by accident reports on Philadelphia Drive. Enforcement is a necessary component for ensuring safer outcomes for pedestrians, cyclists, and drivers using and living on Philadelphia Drive. The Dayton Police Department is a key partner in monitoring and enforcing safe driving practices along the corridor, especially once the project is implemented. They will provide targeted enforcement along Philadelphia Drive to maintain proper usage of the new infrastructure.

Project Team

If there are questions about the project, please contact any of the following project team members:

- Civil Engineering: Joe Weinel x4218 or Brian Zamostny x3844
- Planning: Elizabeth Dakin x3635
- Community Engagement: Jonathan Johnson x3816 or Mike Squire x3203
- Dayton Police: Sergeant Gordon Cairns x1147

SCG, TR/ed, jw, jj

cc: D. Escobar, E. Henderson, T. Kroeger, C. Malson, M. Squire

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Philadelphia Dr. Traffic Calming

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

Philadelphia Drive Traffic Calming (#9953012)

Owner: Dayton OH, City of

Solicitor: Dayton OH, City of

12/18/2025 12:00 PM EST

L.J. DeWeese Co., Inc.

Item Code	Item Description	UofM	Quantity	Unit Price	Extension
201	Stump Removed	Each	9	\$500.00	\$4,500.00
201	Tree Removed	Each	9	\$1,100.00	\$9,900.00
202	Pavment Removed	S.Y.	105	\$45.00	\$4,725.00
202	Sidewalk Removed	S.F.	3750	\$5.00	\$18,750.00
202	Curb Removed	L.F.	140	\$15.00	\$2,100.00
202	Grinding Existing Pavement (1.5")	S.Y.	29800	\$2.40	\$71,520.00
203	Embankment	C.Y.	30	\$65.00	\$1,950.00
203	Excavation Not Including Embankment	C.Y.	160	\$65.00	\$10,400.00
304	Aggregate Base (2")	C.Y.	30	\$90.00	\$2,700.00
ODOT 442	Asphalt Concrete Surface Course, 12.5 mm, Type A (448), PG 70-22M (1.5")	Tons	2485	\$155.00	\$385,175.00
608	Concrete Walk, 4"	S.F.	4330	\$10.00	\$43,300.00
608	Curb Ramp	S.F.	3875	\$22.00	\$85,250.00
609	Barrier Curb	L.F.	130	\$55.00	\$7,150.00
612	Concrete Traffic Island	S.Y.	105	\$300.00	\$31,500.00
614	Maintaining Traffic	Lump Sum	1	\$35,000.00	\$35,000.00
620	Flexible Delineator Post (720.03)	Each	82	\$55.00	\$4,510.00
623	Construction Layout Stakes	Lump Sum	1	\$5,000.00	\$5,000.00
624	Mobilization	Lump Sum	1	\$5,000.00	\$5,000.00
630	Sign, Flat Sheet, As Per Plan	S.F.	108	\$18.00	\$1,944.00
630	Sign Support Assembly Pole Mounted	Each	34	\$60.00	\$2,040.00
630	Removal of Existing Signs and Storage, As Per Plan	LUMP	1	\$100.00	\$100.00
644	Channelizing Line (8"), White	L.F.	2115	\$1.50	\$3,172.50
644	Edge Line (4"), White	L.F.	23670	\$0.50	\$11,835.00
644	Center Line	L.F.	7795	\$0.80	\$6,236.00
644	Traverse Line, White (4")	L.F.	3000	\$3.70	\$11,100.00
644	Crosswalk Line (2'x10'), White	Each	55	\$50.00	\$2,750.00
644	Stop Line (24"), White	L.F.	180	\$5.00	\$900.00
644	Dotted Line (8"), White	L.F.	75	\$2.00	\$150.00
647	Bicycle Symbol with arrow and Green Background	Each	53	\$650.00	\$34,450.00
647	Sharrows	Each	18	\$300.00	\$5,400.00

647	Speed Hump Marking	Each	4	\$125.00	\$500.00
653	Topsoil Furnished and Place	C.Y.	55	\$75.00	\$4,125.00
659	Seeding	S.Y	500	\$2.00	\$1,000.00
661	Tree, State Street Maple, 2" w/Watering Bag	Each	6	\$600.00	\$3,600.00
836	Manhole Adjusted	Each	13	\$475.00	\$6,175.00
836	Major Manhole Adjustment Including Casting and Lid	Each	13	\$1,500.00	\$19,500.00
846	Water Valve Box Adjusted	Each	7	\$250.00	\$1,750.00
846	Major Water Valve Box Adjusted	Each	7	\$1,050.00	\$7,350.00
SPL	Speed Table	Each	2	\$6,000.00	\$12,000.00
407	Non Tracking Tack Coat	Gallon	2980	\$1.00	\$2,980.00
Fixed Price Item					\$75,000.00
SPL	Contingency	LUMP	1	\$75,000.00	\$75,000.00
Alternate No. 1 - Additional Sidewalk					\$22,500.00
202	Sidewalk Removed	S.F.	1500	\$5.00	\$7,500.00
608	Concrete Walk, 4"	S.F.	1500	\$10.00	\$15,000.00
Alternate No. 2 - Additional Curb					\$17,000.00
202	Curb Removed	L.F.	200	\$15.00	\$3,000.00
202	Pavement Removed	S.Y.	24	\$45.00	\$1,080.00
305	Concrete Base	S.Y.	24	\$80.00	\$1,920.00
609	Barrier Curb	L.F.	200	\$55.00	\$11,000.00
Alternate No. 3 - Detector Loops					\$9,900.00
632	Detector Loop	Each	6	\$1,650.00	\$9,900.00
Alternate No. 4 - Asphalt Rejuvenator					\$41,720.00
SPL	Asphalt Rejuvenating Agent	S.Y.	29800	\$1.40	\$41,720.00
Alternate No. 5 - Radar Detection					\$36,800.00
ODOT 809	Stop Line Radar Detection	Each	4	\$9,200.00	\$36,800.00
Base Bid Total:					\$942,487.50

Bidder is

An Individual
Firm Name

Business Address

Telephone

Partnership
Firm Name

Members of Firm and
Their Business Address

Telephone

Corporation
Name

L.J. DeWeese Co., Inc.

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Kristen Dilbone, President

Jeremy Hench, Vice-President

Home Office Address

3616 Tipp-Cowlesville Rd., Tipp City, Ohio 45371

Local Address

Same

Telephone (937) 440-1736 Fax (937) 440-0745

E-mail Kldilbone@yahoo.com

Federal I.D.# 31-0602186

Dated this 18 day of December, 2025

Bidder: Kristen Dilbone

Digitally signed by Kristen Dilbone
Date: 2025.12.18 09:50:48 -05'00'

(Person, Firm, or Corporation)

By: Kristen Dilbone

Title: President

BID BOND

Amount \$ _____

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

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

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

Signed at Dayton, Ohio, this _____ day of _____, 20_____ .

Bidder

Surety

Name of Insurance Agency

Address of Insurance Agency

Telephone _____ FAX _____

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he has _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must select the appropriate "has or has not" above.*

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)

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

I, Kristen Dilbone, President hereby certify that
(print name – an Officer of the company)

L.J. DeWeese Co., Inc. meets the following Contractor requirements
(company)
relating to this City of Dayton construction project.

Check All That Apply:

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

By: Kristen Dilbone, President
(signature)

Title: President

Date: December 18, 2025

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

- A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

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.

N/A

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

John R. Jurgensen

First Star Safety, LLC

Security Fence Group, Inc.

The Aero-Mark Company, LLC

**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 Miami, ss:

Kristen Dilbone, President being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
L.J. DeWeese 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: Kristen Dilbone, President

Title: President

**CITY OF DAYTON
CONTRACTOR NON-COLLUSION AFFIDAVIT
TO BE SUBMITTED WITH THE BID**

STATE OF OH)
COUNTY OF Miami)

SS:

Kristen Dilbone, being first duly sworn deposes and states that:

(1) He/she is President of
(owner, partner, officer, representative, or agent)

L.J. DeWeese Co., Inc. that
(business or organization name)

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

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

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

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

Kristen Dilbone, President

SIGNED

President

TITLE

Contractor Qualifications

Project: Philadelphia Dr. Traffic Calming

Contractor: L.J. DeWeese Co., Inc.

Contractor is prequalified with Ohio Department of Transportation to perform work? Yes No

Prime contractor will perform 32 percent of base bid.

Prime contractor is required to perform no less than 30 percent of the total contract price.

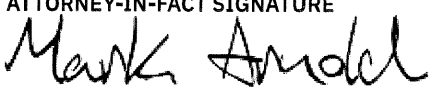
Date: 12/18/2025

Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

PRINCIPAL NAME L J DeWeese Co. Inc	PRINCIPAL ADDRESS 3616 Tipp-Cowlesville Rd, Tipp City, OH 45371
SURETY NAME Employers Mutual Casualty Company	SURETY ADDRESS PO Box 712, Des Moines, IA 50306-0712
OBLIGEE NAME City of Dayton	OBLIGEE ADDRESS 101 W Third St, Dayton, OH 45402

Bond Information

BID DATE 12/18/2025	CONTRACT ID 9953012	CONTRACT VENDOR ID 6596932
PROJECT DESCRIPTION Philadelphia Drive Traffic Calming		
AMOUNT OF BID SECURITY 10%	AMOUNT OF BID SECURITY-SPELLED OUT 10% of the total amount bid including any alternates	
BOND ENTERED AND EXECUTED BY Mark Arnold	ATTORNEY-IN-FACT SIGNATURE 	

Know all men by these presents that Employers Mutual Casualty Company, a Corporation duly organized under the laws of the State of Iowa, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- | | |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation |
| 2. EMCASCO Insurance Company, an Iowa Corporation | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Mark Arnold

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number : SOH1205483015
 Principal : L J DeWeese Co. Inc
 Obligee : City of Dayton

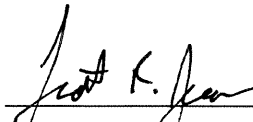
and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

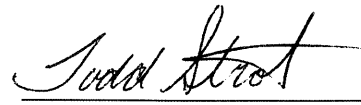
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

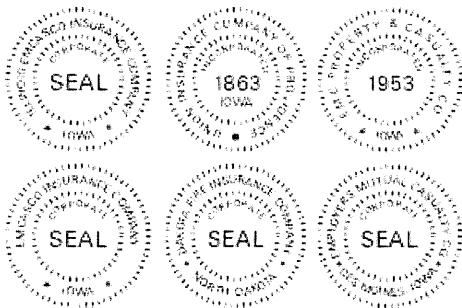


 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6



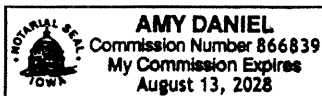
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

Seals



On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

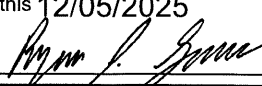




 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12/05/2025



 Vice President



**AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Philadelphia Dr. Traffic Calming Philadelphia Dr., Dayton
NAME LOCATION

During the performance of this contract:

L.J. DeWeese Co., Inc.	<small>3616 Tipp-Cowlesville Rd., Tipp City, Ohio 45371</small>	937-440-1736/937-440-0745
<small>CONTRACTOR</small>	<small>ADDRESS</small>	<small>TELEPHONE / FAX</small>

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

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

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

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

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in <u>Percentage Terms</u>
From 1/1/2000 to Present	11.5%
	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 Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

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

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

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

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

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

- a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
- c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

- e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.
 - f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.
 - g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.
 - h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.
 - i) The contractor shall validate all tests and other selection requirements.
 - j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.
 - k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.
 - l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.
 - m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
 - o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.
- 3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

Philadelphia Drive Traffic Calming



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





City Manager's Report

FOR CITY COMMISSION APPROVAL

8

From 3470 - Water/Environmental Protection

Date February 4, 2026

Expense Type Other (See Description Below)

Total Amount \$182,751.76 (thru 12/31/2027)

Supplier, Vendor, Company, Individual

Name Harrison Township

Address 5945 N. Dixie Dr.
Dayton, Ohio 45414

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026 Source Water Protection	53997-3470-1271-55	\$90,471.17
2027 Source Water Protection	53997-3470-1271-55	\$92,280.59

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

Description

Harrison Township Source Water Protection Agreement

The Department of Water requests permission to enter into a Professional Services Agreement with Harrison Township, in the amount of \$182,751.76 for technical and economic development services in association with the City of Dayton's Multi-Jurisdictional Source Water Protection Program. These efforts are essential for the continued protection of the region's drinking water supply.

The Professional Services Agreement is being funded using the Source Water Protection Funds as approved by the Source Water Protection Board on December 4, 2025.

The Agreement shall commence upon approval and shall expire upon expenditure of all funds provided herein or on December 31, 2027. There is an option to renew for two (2) additional 24-month periods, contingent upon satisfaction with the work and availability of funds. Any unused amount will remain in the Source Water Protection Fund.

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

A Certificate of Funds in the amount of \$90,471.17 for 2026, and a copy of the Agreement are attached.

Signatures/Approval

Approved by City Commission

Division
Aaron S. Zonin Digitally signed by Aaron S. Zonin
Date: 2026.01.30 12:50:51 -05'00'

Department
A. Fabian Joffe
City Manager

Clerk

Date

PROFESSIONAL SERVICES AGREEMENT FOR SOURCE WATER PROTECTION

This Agreement, made this _____ day of _____, 2026, is between the City of Dayton (“City”) and Harrison Township - Montgomery County, Ohio, a civil township in and of the State of Ohio (“Contractor”).

WITNESSETH:

WHEREAS, the groundwater in the aquifer underlying the Miami Valley and the City of Dayton is the source of drinking water for the region; and,

WHEREAS, on August 3, 1988, the Commission of the City of Dayton unanimously voted to institute rational and scientific pollution source controls for source water protection (the “Source Water Protection Program”); and,

WHEREAS, regional cooperation, coordination, and consistency are essential to maximize source water protection; and,

WHEREAS, Harrison Township, the City of Huber Heights, the City of Riverside, and the City of Vandalia have passed legislation to protect the City of Dayton’s well fields that provide drinking water to approximately 400,000 people in the region; and

WHEREAS, Harrison Township, the City of Huber Heights, the City of Riverside, and the City of Vandalia are willing and able and has authority to provide assistance in the implementation of source water protection within the designated Source Water Protection Area and Water Resource Area within their respective jurisdictions.

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

ARTICLE 1. TERM

The Agreement shall commence upon execution and shall terminate upon expenditure of all funds provided herein or on December 31, 2027, whichever date is earlier. Upon the approval by the Source Water Protection Board (“Board”) and the availability of funds, the City and Contractor may mutually agree to extend this Agreement for two (2) additional terms of 24-months.

ARTICLE 2. SERVICES

A. Scope of Services

Contractor shall provide services to reduce the risk of ground water contamination within the Source Water Protection Area. The Contractor shall perform all services provided and outlined in Attachment A, Scope of Services (“Services”), which is attached hereto and incorporated herein.

B. Reporting Requirements

1. By July 27, 2026, Contractor shall submit to the City a summary of the Services provided under this Agreement.
2. By January 25, 2027, Contractor shall submit to the City a final Annual Report of Services provided in 2026.

3. By July 26, 2027, Contractor shall submit to the City a summary of Services provided under this Agreement.
4. By January 24, 2028, Contractor shall submit to the City a final Annual Report of Services provided in 2027.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement by the City shall not exceed ONE HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS AND SEVENTY-SIX CENTS (\$182,751.76). If the City and Contractor mutually agree to extend this Agreement for additional terms as described in ARTICLE 1 of this Agreement, a two (2) percent increase in compensation will be allowed for each year that the Agreement is extended.

The City will make payments in accordance with Attachment B, which is attached hereto and incorporated herein. Contractor shall submit invoices for payment only for Services actually performed and/or provided. Contractor's invoices shall state the invoice period, total amount requested, and Services provided and/or performed during the invoice period, as required by the Board.

ARTICLE 4. CITY'S RESPONSIBILITIES

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

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor'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 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, then the Contractor shall perform, at no additional cost to the City, the Services necessary to remedy such error.

ARTICLE 6. LIABILITY AND INDEMNIFICATION

The parties agree to release each other from any and all liability, which may be caused by or arise by the wrongful and/or negligent conduct of parties' respective employees and agents in the performance of the services, duties, and responsibilities in this Agreement. Notwithstanding, neither party waives any available immunities under the law.

ARTICLE 7. INSURANCE

Contractor represents and warrants that it is a member of a joint self-insurance pool which covers claims against Contractor, if applicable, concerning or relating to the performance of duties, obligations or covenants of this Agreement.

ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY

Documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

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

ARTICLE 9. TERMINATION

In the event of substantial failure by Contractor in the performance of this Agreement, the City may terminate this Agreement by sending a written termination notice to Contractor. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan to cure that the City, in its sole discretion finds acceptable.

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.

Any termination, alteration, or modification of this Agreement shall not relieve the Contractor of any liability to the City of damages sustained by any breach by the Contractor. The City will be under no further monetary obligation or commitment to the Contractor. Either party may, in its sole discretion, terminate this Agreement at any time upon providing thirty (30) days written notice to the Contractor.

ARTICLE 10. RECORDS TO BE MAINTAINED

All costs and expenditures pertaining in whole or part to this Agreement for the work and Service performed under this Agreement shall be supported by the properly executed payrolls, time records, invoices, contracts, vouchers, or other accounting documents, which shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City all of its records related to this Agreement. Contractor shall also permit the City to audit, examine, and make excerpts or transcripts from such records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or part to matters covered by this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Contractor shall retain all records pertinent to the expenditures incurred under this Agreement for a period of three (3) years after the termination of all work and services funded under this Agreement. Notwithstanding the above, if there any action, including without limitation litigation, claims, audits, or negotiations that involves any of the records pertaining to this Agreement that commences prior to the expiration of the three-year period, the Contractor shall retain such records until completion of the action and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

ARTICLE 12. 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. Any litigation or other legal matter regarding this Agreement or the performance of this Agreement 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:

Contractor: Harrison Township
5945 N. Dixie Drive
Dayton, Ohio 45414
Attention: Shannon Meadows

City: City of Dayton, Department of Water
320 West Monument Avenue
Dayton, Ohio 45402
Attention: Keshia Kinney
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 that its employees and any other persons retained or hired by the Contractor are not the City's public employees. City shall not be responsible for any payment or other duties required by the Ohio Public Employees Retirement System ("OPERS") for Contractor's employees or persons retained or hired by Contractor. Contractor shall be solely responsible for any contributions or obligations concerning OPERS that arise from the performance of this Agreement.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent consultants, associates, and 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 and/or the Harrison Township Board of Trustees.

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.

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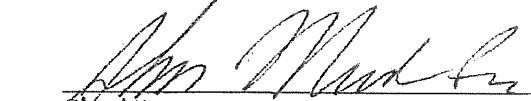
IN WITNESS WHEREOF, the City and Contractor, each by a duly authorized representative, have executed this Agreement on the date first written above.

CITY OF DAYTON, OHIO

City Manager

Date

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

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

_____, 2025

Min. /Bk. _____ Page _____

Clerk of the Commission


HARRISON TOWNSHIP, OHIO

By: 

Title: Administrator

**APPROVED BY THE HARRISON
TOWNSHIP TRUSTEES ON:**

01/05/2026
Date



Clerk of the Township Trustees

FISCAL OFFICER

**ATTACHMENT A
TO
AGREEMENT FOR SOURCE WATER PROTECTION**

**City of Dayton, Ohio (“City”)
Source Water Protection Services (“Project”)
Harrison Township (“Contractor”)**

SCOPE OF SERVICES

Harrison Township (“Contractor”) will assist with the environmentally sound development of the Source Water Protection Area (“SWPA”) and Water Resources Area (“WR”) land within its jurisdiction through the administering of the Source Water Protection Program (“SWPP”). Contractor shall administer requirements relating to but not limited to the following activities:

1. The Contractor shall act as a liaison with, and educate, the commercial real estate community concerning the SWPP and financial incentives for groundwater-friendly businesses in the SWPA and WR. The Contractor shall distribute marketing, financial incentives, and informational materials aimed at retaining and recruiting new groundwater-friendly businesses in the SWPA and WR. The Contractor shall include SWPP information on its website.
2. The Contractor shall assist Public Health Dayton & Montgomery County (“PHDMC”) in identification of potential regulated substance sources in the WR. Further, Township shall assist in identifying businesses and uses that are defined as prohibited with respect to the Zoning Ordinance. The Contractor shall maintain an active inventory of business sites and vacant sites located in the SWPA, including property owner and business owner. The Contractor shall inform PHDMC of any changes.
3. The Contractor shall conduct retention, expansion, and SWPP compliance visits with existing and new businesses in the SWPA and WR and ensure that businesses are knowledgeable with the SWPP and the Contractor’s jurisdictional requirements. Update PHDMC within 30 days of existing site visits and inform PHDMC immediately of new businesses, so that a SWPP inspection can be scheduled.
4. The Contractor shall assist the City of Dayton, Division of Environmental Management (“DEM”) in obtaining access, including right-of-ways, to property outside the City of Dayton limits in order to install, maintain, and monitor Early Warning Monitoring Wells.
5. If a business is determined to be non-compliant relative to zoning/occupancy permit requirements or with SWPP requirements, including but not limited to facilities who have received funding through the Risk Buy Down Program, the Contractor shall take steps to correct the non-compliance(s). While ensuring that follow up documentation identifying deficiencies are sent to the non-compliant facility. The Contractor shall pursue additional enforcement actions if necessary. Any related enforcement actions and any correspondences/actions shall be included in the annual report.
6. Identify opportunities to utilize the Source Water Protection Fund for risk reduction projects and other financial incentives for groundwater-friendly businesses within the SWPAs and WRs. Work with DEM, PHDMC, and CityWide to manage projects from application through completion.
7. The Contractor shall attend Source Water Protection Board (Board) and Pre-Fund Board meetings. For Board-funded projects in the SWPA and the WR, Contractor shall work with residents, businesses, contractors, PHDMC, DEM, and CityWide Development to ensure all conditions of the funding are met. The Contractor shall work cooperatively with PHDMC to provide annual updates to the Board regarding the status of Board-funded projects within the Contractor’s jurisdiction and

include in annual report. The Contractor's representative shall make presentations as necessary, shall attend and participate in Multi-Jurisdictional meetings.

8. The Contractor shall attend and participate in education and outreach meetings, and assist with preparation of outreach materials.
9. The Contractor shall assist and participate in the annual Children's Water Festival.
10. The Contractor shall assist DEM and PHDMC in promoting sustainable practices and groundwater protection measures for businesses in the SWPA and the WR.
11. The Contractor may be required to conduct additional services, as required by the City, to satisfy the intent of the Agreement for Professional Services.

WORK PROGRAM DELIVERABLES

All the above activities require deliverables to PHDMC, and the Source Water Protection Board, and DEM *in the 2026 and 2027 Annual Reports¹ (and Annual Summaries) or in the following time frame:*

DELIVERABLE	DATE DUE/COMMENTS
1. Summary of outreach with real estate and/or development community, and distribution of marketing / financial incentive brochures, guides, and other informational materials	Mid-Year Summary & Annual Report
2. Summary of assistance provided to PHDMC in identifying businesses and prohibitions in the WR and update Business List and Vacant Sites List	Mid-Year Summary & Annual Report
3. Summary of retention, expansion, and compliance visits to existing (30 days) and new businesses (immediately)	Mid-Year Summary & Annual Report
4. Summary of assistance to Dayton Dept. of Water in obtaining access for well installation, sampling, and maintenance	Mid-Year Summary & Annual Report
5. List of non-compliant businesses and steps taken to mitigate issues, including enforcement	Mid-Year Summary & Annual Report
6. Summary of Source Water Protection Fund ongoing or completed projects	Mid-Year Summary & Annual Report
7. Summary of participation in public education and outreach events, and Multi-Jurisdictional Meetings	Mid-Year Summary & Annual Report
8. Summary of assistance in creation and distribution of SWPP educational materials.	Mid-Year Summary & Annual Report
9. Summary of assistance in planning and participation in Children's Water Festival	Mid-Year Summary & Annual Report
10. Summary of digital outreach efforts, to include posting and updating SWPP links on	Mid-Year Summary & Annual Report

Harrison Township's website	
11. Summary of updates regarding revision status of Zoning Code, as appropriate	Mid-Year Summary & Annual Report

1Draft Annual Summaries (Mid-year Report), outlining activities performed through June of 2026 and June 2027 is due at the July Pre-Fund Board Meetings. The final Annual Summaries are due at the 2026 and 2027 August Source Water Protection Board meetings.

Draft Annual Reports are due at the January 2027 and 2028 Pre-Fund Board meetings. The final Annual Reports are due at the February 2027 and 2028 Source Water Protection Board meetings.

**ATTACHMENT B
TO
AGREEMENT FOR SOURCE WATER PROTECTION**

City: City of Dayton, Ohio
Project: Source Water Protection Services
Contractor: Harrison Township

**ESTIMATED BUDGET
2026 Source Water Protection Agreement**

Year 27 – Calendar 2026

Expenses

Salary, Benefits, Mileage, Supplies \$ 90,471.17

**ESTIMATED BUDGET
2027 Source Water Protection Agreement**

Year 28 – Calendar 2027

Expenses

Salary, Benefits, Mileage, Supplies \$ 92,280.59

If the City and Contractor mutually agree to extend this Agreement for additional terms as described in ARTICLE 1 of this Agreement, a two (2) percent increase in compensation will be allowed for each year that that Agreement is extended.

By

No. 6916-26

A RESOLUTION

Extending a Temporary Moratorium, for an additional One Hundred Eighty (180) Days from the Date of Adoption of this Resolution, on the Acceptance and Processing of Applications for Zoning, Occupancy, Conditional Use, and/or Building Permit Approvals for Residential Facilities, Also Known As 'Group Homes' within The City of Dayton, Ohio, and Declaring an Emergency.

WHEREAS, Pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that protect and support the health, safety, and welfare, comfort and peace of the citizens of the municipality; and,

WHEREAS, The Commission of the City of Dayton adopted Emergency Resolution No. 6813-24 on August 14, 2024, to immediately enact a One Hundred Eighty (180) day temporary moratorium on the acceptance and processing of group home applications ("Moratorium"); and,

WHEREAS, The Commission of the City of Dayton adopted Emergency Resolution No. 6846-25 on January 29, 2025, to immediately extend the Moratorium by an additional One Hundred Eighty (180) days; and,

WHEREAS, The Commission of the City of Dayton adopted Emergency Resolution No. 6877-25 on August 6, 2025, to immediately extend the Moratorium by an additional One Hundred Eighty (180) days; and,

WHEREAS, The City of Dayton amended Chapter 150 of the Revised Code of General Ordinances of the City of Dayton (Zoning Code) as it relates to group homes; however, the Commission of the City of Dayton seeks additional review of the number of foster care facilities throughout the City; and,

WHEREAS, By withholding the acceptance and processing of applications for residential group homes, a thorough and comprehensive review can be accomplished without concern that the various departments may receive a rush of applications before any recommended changes are passed; and,

WHEREAS, The additional time granted in this extension will be used to ensure timely passage by ordinance of Zoning Code amendments as they relate to group homes; and,

WHEREAS, This temporary moratorium shall not affect projects that have already received authorization and permits prior to the effective date, or have a current application pending; and,

WHEREAS, Those applications pertaining to the provision of housing for a protected class, as defined by the Fair Housing Act or by state law, shall not be affected or addressed by this temporary moratorium; and,

WHEREAS, Time is of the essence and for the immediate preservation of the public peace, property, health and safety, this Resolution must be adopted at the earliest possible date to continue the moratorium, now, therefore,

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

Section 1. That a temporary moratorium be continued and extended for an additional One Hundred Eighty (180) days running from the date of adoption of this Resolution against the acceptance and processing of applications for zoning, occupancy, conditional use, and/or building permit approvals, and associated pre-occupancy inspections for residential facilities within the City of Dayton.

Section 2. During the extension of the temporary moratorium, the City of Dayton shall pass an ordinance to amend the Zoning Code as it relates to group homes.

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, 2026

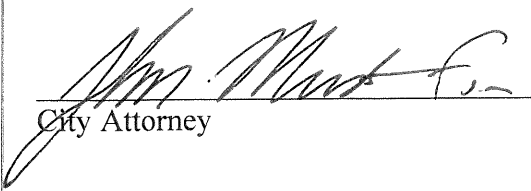
SIGNED BY THE MAYOR....., 2026

MAYOR OF THE CITY OF DAYTON, OHIO

ATTEST:

Clerk of Commission

APPROVED AS TO FORM:



City Attorney