



## CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

FEBRUARY 11, 2026

8:30 A.M.

### I. AGENDA SCHEDULE

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

**(Sign-up sheets at 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: N/A
12. Public Hearing: N/A
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: N/A
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 31<sup>st</sup> of the current year).

1. **Purchase Orders:**

#### **PUBLIC WORKS**

**A1. Heil Brothers, Inc.** (six (6) 52" Wright Stander LG commercial mowers)  
**\$64,620.00**

1. (cont'd):

WATER

B1. Steinke Tractor Sales, Inc. (one (1) Massey Ferguson 4WD tractor, model 4710)	\$66,917.90
Departments of Public Works and Water Total:	\$131,537.90

**Service Agreements:**

2. **App Architecture, Inc. – Contract Modification** – Fourth Amendment – Dayton Recovery Plan – to include additional design services to partially redesign the sixth floor due to owner requested changes, partially redesign the first floor due to unforeseen conditions, and additional construction administration services for the entire project due to structural repairs in the lightwell, all at City Hall - Department of Public Works/Facilities Management. **\$65,770.00**  
**(Thru 11/01/26)**
  
3. **L.J. DeWeese Co., Inc. – Contract Modification** – Residence Park Amenities Upgrade and Sidewalk Installation Rebid (25% HUD Section 3 Worker Labor Hours & 5% Targeted Worker Labor Hours Participation Goal/25% HUD Section 3 Worker Labor Hours & 5% Targeted Worker Labor Hours Participation Achieved) (Federal CDBG Funds) – additional work includes the installation of a playground, basketball court, parking lot, new sanitary line for the proposed restroom, and additional curb replacement – Department of Public Works/Civil Engineering. **\$315,362.16**  
**(Thru 06/30/27)**

**D. Development Agreement:**

4. **Horenstein, Nicholson & Blumenthal, LPA – Development Agreement** – for interior and exterior building improvements, electrical, plumbing, and HVAC systems, machinery and equipment, and furniture and fixtures – Department of Planning, Neighborhoods and Development/Development. **\$350,000.00**  
**(Thru 12/31/29)**

**E. Other:**

5. **Miami Valley Regional Planning Commission – Other** – 2026 MVRPC annual membership dues – Department of Planning, Neighborhoods and Development/Planning. **\$72,951.32**  
**(Thru 12/31/26)**
  
6. **City of Riverside – Other** – for technical and economic development services in association with the City of Dayton’s Multi-Jurisdictional Source Water Protection Program – Department of Water/Environmental Protection. **\$207,221.40**  
**(Thru 12/31/27)**

**IV. LEGISLATION:**

**Ordinance – Second Reading**

7. **No. 32176-26** Amending the Official Zoning Map to Establish Planned Development-194 and Change the Underlying Zoning from Light Industrial (I-1) to Eclectic Single-Family (ER-4) for 1.48 Acres at 1508 Valley Street.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 32177-26**

**RESOLUTION NO. 6917-26**

**IMPROVEMENT RESOLUTION NO. 3599-26**

**INFORMAL RESOLUTION NO. 1016-26**



# City Manager's Report

FOR CITY COMMISSION APPROVAL

1.

From **5380 - Finance/Procurement**

Date **February 11, 2026**

Expense Type **Purchase Order**

Total Amount **\$ 131,537.90**

Supplier, Vendor, Company, Individual

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

### PUBLIC WORKS – STREET MAINTENANCE

(A1) P0260754 – HEIL BROTHERS, INC., KETTERING, OH

- Six (6) 52" Wright Stander LG commercial mowers.
- These goods are required to maintain vacant lots and will replace Unit #181729, 191500, 191501, 191504, 191509, 221645 which will be disposed of in the best interest of the City.
- Rates are in accordance with the Sourcwell Contract #112624-WRT.
- The Department of Public Works recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Issue 9 – General Fund	10001-6420-1412-54	\$64,620.00

Nicole Fox  
Division

Kim Y. Brown  
Department

J. Asha Linton  
City Manager

Signatures/Approval

*Approved by City Commission*

Clerk

Date

WATER – WATER RECLAMATION

(B1) P0260780 – STEINKE TRACTOR SALES, INC., EATON, OH

- One (1) Massey Ferguson 4WD tractor, model 4710.
- This equipment is required for the daily operations of the Department and will replace Unit #4034 which will be disposed of in the best interest of the City.
- Rates are in accordance with Sourcewell contracts #082923-AGCO.
- 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 Operating Fund	55000-3460-1412-54	\$66,917.90

The aforementioned departments recommend approval of this order.

2.



# City Manager's Report

FOR CITY COMMISSION APPROVAL

From **6480 - Public Works/Facilities Management**

Date **February 11, 2026**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$65,770.00 thru 11/1/2026**

Name **App Architecture, Inc.**

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

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Capital Fund	40003-6480-1159-54	\$65,770.00

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

**Description**

### Dayton Recovery Plan – Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services Fourth Amendment

The Department of Public Works requests approval to amend the Dayton Recovery Plan Design Services Agreement with App Architecture, Inc., increasing the design services agreement by \$65,770.00 for the Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services project. This Fourth Amendment is to include additional design services to partially redesign the sixth floor due to owner requested changes, partially redesign the first floor due to unforeseen conditions, and additional construction administration services for the entire project due to structural repairs in the lightwell, all at City Hall.

The original Design Services Agreement was approved on January 23, 2023, in the amount of \$405,146.00. A First Amendment was approved on August 30, 2023, in the amount of \$31,280.00. A Second Amendment was approved on August 13, 2024, in the amount of \$44,700.00. A Third Amendment was approved on June 4, 2025, in the amount of \$34,160.00. This Fourth Amendment, which has an Open Market Designation, totals \$65,770.00, will increase the contract by an amount not to exceed \$581,056.00 and will expire on November 1, 2026.

The Department of Law has reviewed and approved this Fourth Amendment as to form and correctness. This request is being funded by the Facility Improvements fund. A copy of the Fourth Amendment and Certificate of Funds is attached in the amount of \$65,770.00.

E-SIGNED by Andrew Marks  
on 2026-02-03 17:16:20 EST

**Signatures/Approval**

*Approved by City Commission*

Division E-SIGNED by Thomas J. Ritchie, Jr.  
on 2026-02-04 08:13:07 EST

Department

Clerk

*C. LaShae Patton*  
City Manager

Date

# CERTIFICATE OF FUNDS

CT26-4390

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

NO DRAFT DOCUMENTS PERMITTED

New Contract     
  Renewal Contract     
  Change Order

Contract Start Date	01/23/23
Expiration Date	11/01/26
Original Commission Approval	\$ 581,056.00
Initial Encumbrance	\$ 515,286.00
Remaining Commission Approval	\$ 65,770.00
Original CT/CF	
	CT22-3445
Increase Encumbrance	\$ 65,770.00
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>X</u>	Copy of Original City Manager's Report
<u>X</u>	Copy of Original Certificate of Funds

Amount: <u>\$ 65,770.00</u> Fund Code <u>40003 - 6480 - 1159 - 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: App Architecture, Inc.

Vendor Address: Attn: Marianne Weber 615 Woodside Drive Englewood, Ohio 45322  
Street                      City                      State                      Zipcode + 4

Federal ID: 311095041

Commodity Code: 92500

Purpose: Dayton Recovery Plan - Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services Fourth Amendment.

Contact Person: Chatan Robinson      Public Works/Property Management      1/26/2026  
Department/Division                      Date

E-SIGNED by Thomas J. Ritchie, Jr.  
on 2026-01-27 07:48:49 EST

Originating Department Director's Signature: \_\_\_\_\_

**SECTION II - to be completed by the Finance Department**

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

Kena Y. Brown  
Finance Director Signature

2/3/26  
Date

Sateki Asimmani  
CF Prepared by

02/03/2026  
Date

CT26-4390  
CF/CT Number

MW 2-2-26  
SA

January 23, 2026

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

**FROM:** Thomas J. Ritchie, Jr.                      E-SIGNED by Thomas Ritchie, Jr.  
Department of Public Works                      on 2026-02-03 10:31:15 EST

**SUBJECT:** Dayton Recovery Plan – Facility Renovations & HVAC Improvements Phase 1  
Design & Construction Administration Services Fourth Amendment

The Department of Public Works requests approval to amend the Dayton Recovery Plan Design Services Agreement with App Architecture, Inc., increasing the design services agreement by \$65,770.00 for the Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services project. This Fourth Amendment is to include additional design services to partially redesign the sixth floor due to owner requested changes, partially redesign the first floor due to unforeseen conditions, and additional construction administration services for the entire project due to structural repairs in the lightwell.

Design changes to the sixth floor were initiated in response to the Department of Planning, Neighborhoods and Development's request to better align office space with current operational needs and staff functions. The overall project design, including the sixth floor layout, was developed and finalized in mid-2023, under prior departmental leadership. Current leadership has since expressed a desire for a more open and collaborative workspace, necessitating revisions to several offices on this floor. These changes were identified prior to the start of the sixth floor renovations and required App Architecture, Inc. to provide additional architectural, mechanical, electrical, life safety, and data networking design services. Two revised floor plan options were developed and reviewed before final approval by the department's leadership team.

During demolition activities on the first floor, unforeseen conditions were encountered that required additional design adjustments and minor layout modifications. In the southwest corridor, original ornamental ceilings were discovered, prompting revisions to the mechanical system and suspended ceiling design. Additional wall demolition was initially undertaken to evaluate the feasibility of preserving and exposing the original vaulted ceiling. Following further review and consideration of construction cost impacts, this concept was ultimately deemed infeasible, and the original design approach was reinstated.

As work progressed on structural repairs within the interior lightwell, significant deterioration was discovered in two sets of beams that had not been previously identified due to the absence of invasive exploratory investigations during earlier phases. These beams required full removal and replacement, resulting in additional design revisions and construction time. As a result of this work, completion of the sixth floor renovations has been extended through April, as adjacent interior walls cannot receive new windows and finishes until structural repairs and waterproofing measures are completed.

The original Design Services Agreement was approved on January 23, 2023, in the amount of \$405,146.00. A First Amendment, approved on August 30, 2023, in the amount of \$31,280.00, added restroom renovations on the fourth and sixth floors, revised the fourth floor layout following the relocation of the Division of

Procurement to the first floor, and included partial renovation design services for the first floor Treasury suite. A Second Amendment, approved on August 13, 2024, in the amount of \$44,700.00, added design services for a facility emergency standby generator for City Hall. A Third Amendment, approved on June 4, 2025, in the amount of \$34,160.00, added design services related to the initial lightwell structural repairs. This Fourth Amendment, which carries an Open Market Designation, totals \$65,770.00, and increases the contract by an amount not to exceed \$581,056.00. The Agreement will expire on November 1, 2026.

The Department of Law has reviewed and approved this Fourth Amendment as to form and correctness. This request is being funded by the Facility Improvements fund. A copy of the Fourth Amendment and Certificate of Funds is attached in the amount of \$65,770.00.

TJR/atm

Cc: Mr. Parlette, Ms. Lofton

## FOURTH AMENDMENT TO DESIGN SERVICES AGREEMENT

**THIS FOURTH AMENDMENT TO DESIGN SERVICES AGREEMENT** (“Fourth Amendment”), is entered into 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.**, a for-profit corporation operating in the State of Ohio (“Consultant”).

### WITNESSETH THAT:

**WHEREAS**, On January 18, 2023, the Commission of the City of Dayton, Ohio, approved a Design Services Agreement between the City and the Consultant, whereby Consultant would provide certain design services with American Rescue Plan Act of 2021 funds (the “Original Agreement”); and,

**WHEREAS**, On August 30, 2023, the Commission of the City of Dayton, Ohio, approved a First Amendment to the Design Services Agreement between the City and the Consultant, whereby Consultant would provide design services to renovate the restrooms on the fourth and sixth floors and portions of the first floor with American Rescue Plan Act of 2021 funds (the “First Amendment”); and,

**WHEREAS**, On August 13, 2024, the City Manager of the City of Dayton, Ohio, approved a Second Amendment to the Design Services Agreement between the City and the Consultant, whereby Consultant would provide design services to renovate an area on the lower level for a proposed datacenter and the addition of an emergency standby generator for the facility with American Rescue Plan Act of 2021 funds (the “Second Amendment”); and,

**WHEREAS**, On June 10, 2025, the City Manager of the City of Dayton, Ohio, approved a Third Amendment to the Design Services Agreement between the City and the Consultant, whereby Consultant would provide design services to create structural repair drawings and specifications for exterior wall, column, beam, and parapet wall repairs to a lightwell located in the central corridor of the facility with American Rescue Plan Act of 2021 funds (the “Third Amendment”, and together with the Original Agreement, First Amendment, and Second Amendment, the “Agreement”); and,

**WHEREAS**, The City and Consultant acknowledge and agree that the terms originally contemplated in the Agreement need to be revised to better reflect the Services and scope of the Project; and,

**WHEREAS**, The City and Consultant believe it to be in their best interest to further amend the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant mutually agree to amend the Agreement as follows:

**Section 1.** All capitalized terms not defined in this Third Amendment shall have the 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:

Consultant shall perform and/or address the following, hereinafter referred to as the “Project”:

### **Knowledge and Design Considerations**

It is the overall intention to provide unique and creative solutions for each individual area or floor. The overall scope will be consistent throughout, however certain trades may or may not be required for each floor or certain areas of the floor. The exact depth for the scope of work for each area will be agreed upon by the Consultant and City once the Agreement is awarded and after any and all necessary “focus group” meetings, and such scope shall be reduced to writing and agreed upon by the parties. It is the intention to complete all design services at the same time in order to construct all areas at once.

It is anticipated that services will be required at the following facilities/areas:

- a) City Hall Sixth Floor
  - a. Including relocating and renovating the existing women’s restroom to elevator lobby and renovating the existing men’s restroom.
- b) City Hall Fourth Floor
  - a. Including renovating both women’s and men’s restroom in the elevator lobby.
- c) City Hall Facility-Wide HVAC Improvements
- d) Partial City Hall First Floor

**City Hall Sixth Floor Remodel Scope of Work:**

Due to the unique layout of City Hall, the floors are broken up with various lower roofs making air flow difficult throughout. It is estimated that this floor is 13,500sf, however, this includes the following: elevators (2 passenger and 1 freight), elevator lobby, and interior stairwells and lobby. The remodel scope will not include these areas. There is a larger conference room on the west side of the facility, a men’s restroom, and a large storage room adjacent to the elevators that will be included in the remodel space. All existing office space will be included in the proposed design to best create a floor plan that securely houses the Department. Focus group meetings will be held with key staff to learn about the different Divisions, their human-count, privacy needs, desired location on the floor, and other pertinent details.

Currently there are twenty-four (24) staff members on this floor with three (3) different Divisions or subgroups of the overall Department. The goal of renovating this floor is to centralize the Department’s staff located at City Hall to all occupy this floor. There will be another fifteen (15) staff members from one other Division relocating to this space once fully completed.

The existing women’s restroom within the office space on this floor will be included in the remodel scope and will be relocated to the right of the elevator, the location of the existing large storage room. The existing men’s restroom will also be included in the overall renovation project. The restroom renovation shall include:

- Accessibility Improvements
- Entrance Doors, Hardware, and Frames
- Interior Doors, Hardware, and Frames
- Interior MEP
- Fire and Smoke Detection
- Wall Finishes
- Flooring
- Ceiling
- Other Miscellaneous Improvements

Currently the City has a professional services agreement for restroom remodel design services for other floors within the facility. It is desired that the proposed Consultant work to align finishes, improvements, and to allow this restroom to mirror and match the proposed improvements.

Pricing shall include all areas of this floor to be remodeled to some degree (excluding areas already discussed above). The depth of the remodel will depend upon the Division or Subgroup's proposed location on this floor, their human-count, and the existing conditions compared to their desired needs. This may only include necessary HVAC, lighting, network cabling, flooring, and paint improvements. On the contrary a full demolition of all existing conditions may be required in certain areas.

**City Hall Fourth Floor Scope of Work:**

Similar to the sixth floor, the fourth floor has a few lower roofs that break up flow and space for staff occupying this area. The fourth floor has an estimated area of 14,000sf (one less roof opening) which also includes elevators (2 passenger and 1 freight), elevator lobby, interior stairwells, and lobby. This remodel scope will not include these areas. All existing office space will be included in the proposed design to best create a floor plan that securely houses two different Departments on the same floor. Focus group meetings will be held with key staff to learn about both Departments, their Divisions, their human-count, privacy needs, desired location on the floor, and other pertinent details.

Currently there are fifteen (15) staff members on the northern portion (north of elevators) of the floor that will relocate to the sixth floor and eight (8) staff members on the southern portion of the floor. The goal of renovating this floor is to bring an additional seven (7) staff members to combine with the southern portion that will centralize this Department. The remaining northern space will be utilized by a new Department with thirty five (35) (approximate) staff members.

The existing women's and men's restroom in the elevator lobby will be included in the remodel scope of work. The restroom renovation shall include:

- Accessibility Improvements
- Entrance Doors, Hardware, and Frames
- Interior Doors, Hardware, and Frames
- Interior MEP
- Fire and Smoke Detection
- Wall Finishes
- Flooring
- Ceiling
- Other Miscellaneous Improvements

Currently the City has a professional services agreement for restroom remodel design services for other floors within the facility. It is desired that the proposed Consultant work to align finishes, improvements, and to allow this restroom to mirror and match the proposed improvements.

Pricing shall include all areas of this floor to be remodeled to some degree (excluded areas already discussed above). The depth of the remodel will depending upon the Department, Division, or Subgroup's proposed location on this floor, their human-count, and the existing conditions compared to their desired needs. This may only include necessary HVAC, lighting, network cabling, flooring, and paint improvements. On the contrary a full demolition of all

existing conditions may be required in certain areas. For this area, both Departments will need to be secure and separate from one another.

Consultant shall provide all proposed layouts to City pursuant to this Agreement.

**City Hall First Floor Scope of Work:**

Site investigation for the first floor shall include field documentation of the existing west side (Financial Analysis) area of the floor, including two separate offices on the east side of the floor, located north of Accounts Payable. The remodel scope shall include all necessary trades and finishes, more particularly, described below. First floor construction, which may be included in Phase 1B (with the sixth floor) will incorporate an additional four (4) progress meetings/site visits and one (1) punch list site visit. Two (2) proposed floor layouts will be supplied prior to final layout selection by the City.

**City Hall Lower Level Scope of Work:**

Site investigation for the lower level shall include field documentation of the existing computer training room for a proposed datacenter. The remodel scope shall include all necessary trades and finishes, more particularly, described below:

First floor construction, which may be included in Phase 1B (with the sixth floor) will incorporate an additional four (4) progress meetings/site visits and one (1) punch list site visit. Two (2) proposed floor layouts will be supplied to the City prior to final layout selection by the City.

**Sixth, Fourth, First Floor, and Lower Level Scope of Work by Trades:**

**HVAC/Mechanical** – Please refer to the Facility HVAC/Mechanical portion for exact scope.

**Lighting** – This project shall install LED flat panel light fixtures, including the necessary emergency lighting fixtures with emergency drivers throughout this area. Occupancy sensors shall control all non-emergency light fixtures in all proposed conference rooms and common areas. Proposed LED flat panel light fixtures shall mirror recent improvements on the mezzanine and first floors.

If plausible, the awarded Consultant shall investigate, research, and propose unique solutions that will allow the City to begin a facility-wide lighting controls automation platform. The City would need the ability to gradually add areas not within this RFP to this system in the future to a centralized controller.

**Electrical** – Existing drawings will be provided showing the existing panel locations and single-line diagram. This project shall replace each panel and where applicable, relocate to a more desirable location. If needed, additional panels can be added. Based upon the proposed layout and depth of demolition will dictate the overall removal of existing wiring, however the goal will be to remove and best redistribute the electric. Upon completion, the supplied single-line shall be updated to reflect the proposed work and as-builts. Each outlet, panel, light switch, wall blank, and any other electrical termination shall be labeled with the panel name and circuit.

For the datacenter room on the lower level, a schematic design single line will be established to project intent of this work. Electrical distributions, UPS's (with PDU's) and general HVAC equipment capacities (based on meetings with staff) will be developed to determine use of this space. The UPS's will need communication cards in them to allow the City to know power status, control the ports on the PDU's, etc.

For the facility standby emergency generator, the Consultant shall:

- Using the schematic design single line created for the datacenter, size automatic transfer switches, emergency management distribution, and wiring to carry the entire facility's load. Consultant shall adjust the load based upon available budget.
- Provide a written narrative description to be used for initial pricing with select contractors to ensure design will fit within budget.
- Finalize the single line diagram showing all new equipment and wiring with the determined generator size from the schematic design phase.
- Provide a full set of development design drawings, with all schematic design decisions and comments reflected, to ensure the work is still within budget.
- Upon completion and comments on the development design drawings, create and finalize construction drawings and specifications. At this time, all challenges for the proposed generator shall be completed including, but not limited to, location, fuel, access, etc.

**Data/Network Cabling** – This project shall furnish and install the following:

- All necessary network cabling and appurtenances (Panduit CAT 5E jacks, port blanks, boxes, gang faceplates, and single faceplates) throughout the remodeled space, with ample drops in each proposed office, rooms, space, etc. Ample drops will be determined in design review given the size and proposed layout of each office. At a minimum two drops will be installed per data box.
- All necessary hardware to support cables overhead, (2) CAT 5E plenum cables (blue and white) to each location/faceplate from the server room.
- All necessary CAT 5E jacks on the City's furnished unloaded patch panels on the City's equipment racks.
- All necessary wire mold drops for exterior walls only. Wire molding is not allowed for interior space.
- The removal of any existing cables only servicing this area that will no longer be used.
- Test, certify, and label all proposed CAT 5E cables.
- There may be additional equipment to procure and install depending upon direction from the City's Information Technology team. This may include additional switches and fiber modules, patch panels, and network jacks, at a minimum.

For the proposed datacenter room on the lower level, Consultant shall coordinate with the City on proposed equipment and wire management for this space. Any new work for the datacenter, and areas supporting the generator shall have increased security camera coverage. This will include the installation of CAT 5E cabling from the network rack to the proposed cameras.

**Life Safety Services** – The fire alarm system was installed at City Hall in 2008. A copy of the fire alarm sheets can be provided at a later date. This project shall review the existing conditions and include all modifications that are needed based upon code for the proposed space. The existing fire alarm panel and equipment are manufactured by *SimplexGrinnel*. Fire suppression is not needed or required for this project. This project shall also review the existing conditions and install all necessary fire extinguishers, fire extinguisher cabinets, and emergency exits lights (battery backup acceptable).

For the proposed datacenter room on the lower level, Consultant shall investigate the existing fire suppression system and determine means to relocate completely. No active water lines can be present in or around this space. The review and installation of a chemical suppression system, fit to protect a datacenter, is required.

**Plumbing** – This project shall review the existing kitchenettes on each floor and look to expand and modernize. The awarded Consultant shall review the existing water service(s) and drain(s) at each kitchenette location and work into the design any relocation to create a larger kitchenette that can properly service the number of staff members on each floor. Each kitchenette (exact details and sizing to be agreed upon during design) is assumed to have a refrigerator, microwave, coffee maker, and base cabinetry for storage of dishware, cleaning supplies, and various other supplies. Procurement of the appliances is not to be included in this project.

The existing restroom located within the project area on the sixth floor shall be incorporated into the overall renovation. Improvements to this restroom shall focus on accessibility, while modernizing the fixtures and finishes.

For the proposed datacenter room on the lower level, any and all plumbing lines overhead, or around this room shall be relocated as far away as possible. No active plumbing lines can remain overhead or around this room.

**Access Control** – Existing access control, manufactured by *Kantech*, is located on various doors within these floors. Based upon the proposed layout of the new space, adequate access control shall be installed throughout the floors to secure means of ingress and rooms storing sensitive information. Existing panels are located in the lower level of the facility, and on nearby floors, however considerations shall be given if additional panels are needed that can be located closer to the proposed work.

Any new work supporting the proposed generator and datacenter shall have access control installed.

**Finishes** – This project shall incorporate following finishes (not an inclusive list of all required finishes):

- Paint
- Carpet
- Cove/Rubber base
- VCT
- Windows – the existing windows are not to be replaced during this project, however an assessment shall be completed to determine if any existing damage or issues are present that can be repaired during this project.
- Doors
- Door hardware – all hardware shall be continuous throughout. This project shall create a new keying system for each floor that will be determined during design.
- Ceiling Tiles and Grid
- Any other items/trades within the proposed work areas needed to make all necessary improvements.

**Furniture, Fixtures, and Equipment** – **This project shall include design services to create and solicit bids for the proposed FFE for the remodeled areas. Design shall standardize the manufacturer of all FFE with different tiers and levels of sizing based upon office size. 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). Please refer to the schedule listed later in this RFP for more details and timing of these services.** Payment for services provided shall be included in the “Complete Furniture, Fixtures, and

Equipment Design Allowance”, Lump Sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00).

**General Conditions** - Consultant shall provide complete project management throughout the duration of this project. Construction plans and specifications shall adhere to the *City of Dayton Construction and Material Specifications (October, 2008)* (<https://www.daytonohio.gov/DocumentCenter/View/706/Construction-and-Material-Specifications-PDF?bidId=>) as applicable, and any and all Federal (including the American’s with Disabilities Act), State, and Local codes. No construction shall commence until all necessary City of Dayton permits have been issued. The Consultant will be required to apply, obtain, and pay for all necessary permits. Any and all environmental material studies and necessary abatement is to be included in the proposed fees. The expected design deliverables are, but not limited to, the following:

**Consultant’s Responsibilities** – The City will provide any and all available drawings on file for the facility and the floors. This includes .pdf and .dwg files. The Consultant shall field verify all files for accuracy, proper dimensions, window openings, locations of radiator heating units, etc.. The hours of work on site shall be 7:00am until 5:00pm Monday through Friday. The City realizes the tight schedule for this project and will be more than willing to work with the Consultant during design, but no exceptions to these hours shall be given unless written prior approval has been obtained by the City. If night or weekend work is needed, the Consultant shall provide reasonable advance notice to the City for review.

**City Hall and the adjacent Municipal Parking Garage are nicotine and drug free facilities. Any persons working on site must adhere to these policies and rules and refrain from using any nicotine or vaping products on either site.**

**Facility HVAC/Mechanical** - For the entire facility, this project shall utilize Mitsubishi VRF indoor units and outdoor units to heat and cool this area. It will be up to the awarded Consultant to determine the sizing and location of the units based upon the proposed floor plan(s) and existing floor plans currently not schedule for renovations. It is the overall intent to match existing concepts, equipment, and methodology from previously renovated areas in City Hall (mezzanine and first floor).

On the sixth, fourth, and first floors, the entire floor or remodel area shall be involved in the HVAC improvement phase. This work shall include, but not limited to:

- Review of existing drawings, if any exist, of current conditions.
- Propose unique solutions for indoor and outdoor equipment sizing and locations based upon the proposed floor plan, including applicable duct and air devices.
  - Exterior equipment can be located on the upper roof, interior roofs, or peaked mezzanine roof.
  - Accessibility to all units must be considered for ease of maintenance.
  - Any structural assessments and/or improvements to these roofs must be considered during design.
- Existing equipment shall be removed and disposed in accordance to all regulations.
- All other necessary items not specifically mentioned in this RFP.

For the lower level datacenter, HVAC improvements shall include, but not limited to:

- Cooling and the array are critical for this space. A dedicated control circuit for this room is preferred, only if the proposed cooling is adequate. The proposed HVAC can be augmented with in-row cooling units. If these are utilized, then they would require dedicated building power on backup generator as well as hard plumbing. Proper hot and cold zones will need to be established. With warm air venting behind the units, it will need to be determined how to exhaust the heat out of the room. Ideally the City prefers the room to be at 70°F and low humidity. Moisture monitoring is required. The proposed location, and areas surrounding the room, would include area above the racks. Temperature and humidity monitoring shall be required as part of the in-row cooling units, but a more holistic monitoring approach is preferred. A solution, such as rack mounted appliances, that monitors the entire area, not just around the equipment.

The Consultant shall design HVAC alterations and improvements with costs in mind. For improvements to areas not planned for renovations, the Consultant shall do its best to limit duct work removal and relocation to keep disturbances to a minimum. Existing equipment shall be removed and disposed in accordance to all regulations. Although ceiling tile, grid, and lighting improvements are not specifically included in the areas outside the sixth and fourth floor remodel scope, modifications to these trades/finishes must be captured in the final design based upon areas of disturbance. Upon completion, the entire facility shall be tested and balanced.

City Hall has a Mitsubishi AE200 HVAC Controller located on the first floor adjacent to the freight elevator. This project shall also install and run all necessary control and communication cabling to either utilize this existing controller, or to install a new centralized controller such that the entire facility can be controlled digitally. Any and all passcodes, passwords, phrases, etc. shall be provided to the City along with full admin rights. Upon completion and acceptance of this work, the City must have the ability to not rely upon any Manufacturer, Vendor, Consultant, or Contractor to access, alter, change, modify, or add features with this system. The proposed Consultant shall consider the following in the facility-wide controls:

- Ability to work with the City's Information Technology (IT) Department on any and all IP address, network, remote access, and communication protocols that may or may not rest on the City's network.
- Provide and install all field devices and wiring to complete a functional and working system.
- If practical, create a new naming structure and graphic layout for the entire building.
- Create and set up unique alarms for the system and work with the City on distribution and notification of alarms.
- Ample field training once installed.

The existing boilers are still of use and the desire is to work into the overall HVAC & controls as backup heat. Until the boiler system begins to systematically fail, the intent is to utilize the heat in extreme circumstances. The proposed Consultant shall look at solutions in which the boilers can serve as a backup heating source, solely functioning on the new control system. There may also be certain areas in which the existing radiator heating units can be removed, to aid in the development of the proposed design. In this case the Consultant shall investigate the practicality of removing said unit(s) and the impact of the entire steam heating system both upstream and downstream.

**Environmental** - The Consultant shall coordinate and perform an environmental hazardous material survey and assessment that will be included in the design. This shall include the initial

on-site survey and data processing to identify hazardous material, the final report, and any necessary design specifications for abatement that is to be included in the bid documents. Based on the findings of the initial report will dictate if any on-site abatement inspections or post abatement inspections and reporting are necessary. All work necessary shall strictly adhere to all Federal, State, and Local guidelines.

The City has a completed sixth floor and partial fourth floor survey and initial hazardous material report that can be provided. The Contractor shall review this documentation and determine if additional testing shall be performed or if these reports are sufficient for the proposed work. Payment for services provided shall be included in the "Complete Environmental Inspection and Reporting Services Allowance", Lump Sum of Thirty-Five thousand Dollars and Zero cents (\$35,000.00).

### **Plans and Specifications**

- a) Provide construction plans and complete specifications (suitable for permit application) to publicly bid for construction. These shall be delivered to the City in digital (.pdf) and AutoCAD (.dwg) formats.
- b) Provide a detailed project estimate of cost that will be bid in either an individual line item, division, or lump sum not to exceed cost per site. Consultant shall be open to include any and all alternates or allowances in the bid documents.
- c) This project will combine both floors and the facility-wide HVAC improvements into one set of plans, specifications, and estimate of cost to be bid as one construction project. Sequencing shall start with fourth floor and facility-wide HVAC ("construction phase 1A") and once the fourth floor is complete, the sixth floor is to begin.
- d) A separate set of construction drawings and specifications shall be created to solicit pricing for the Second Amendment work: proposed emergency standby generator and datacenter renovations. Consultant will apply for all necessary permits based upon the addition of the Second Amendment scope of work.

### **Project Oversight**

- a) The following shall be included in the lump sum pricing for Item "Complete Sixth Floor, Fourth Floor, and Facility-Wide HVAC Design Services." At a minimum, the successful Consultant shall:
  - a. Adhere to all milestones listed in the "Schedule" section in Exhibit A.
  - b. Assist the City during the construction bidding process. This shall include:
    - i. Attend any pre-bid and/or site visit meeting(s).
    - ii. Aid in the development of creating and publishing necessary addenda(s).
    - iii. Review and answer any questions.
    - iv. Review and resolve any substitution requests.
    - v. Review the bid tab, bid proposal, references, project experience, and any additional information for all bidders.
    - vi. With discussions and negotiations with the proposed construction contractor, apply and pay for all necessary State and Local permits.
- b) During the entire duration of construction (all construction sequences), the Consultant shall:
  - a. Attend the preconstruction meeting and all progress meetings, including the record keeping, note taking, creation of meeting notes and agendas. For estimating purposes, the Consultant shall anticipate at least two progress meetings per month of construction.

- i. This item shall also include a field review of the construction compliance with the plans and specifications based on observations during each meeting.
    - ii. The reoccurrence of progress meetings can be reviewed and agreed upon with the Consultant and awarded construction contractor.
  - b. Assist the construction contractor in field layout.
  - c. Perform and/or provide additional site visits as required or as needed outside the bi-weekly progress meetings to review field conditions during construction.
  - d. Review project submittals and provide resolution.
  - e. Review RFI's and provide resolution.
  - f. Review shop drawings and provide resolution.
  - g. Review field change orders and assist in preparation and completion.
  - h. Prepare construction bulletins (based on differing field conditions) and evaluate contractor pricing.
  - i. Maintain construction allowance log.
  - j. Contractor claim evaluation and provide feedback, guidance, recommendations, and resolution to the City.
  - k. Evaluation of substitution requests and provide resolution.
  - l. Assist with pay application review and approval.
  - m. Any necessary in-office follow up after site visits or progress meetings.
  - n. Attend a punch list site visit, back punch site visit, and develop individual punch lists and provide back punch verification.
    - i. This is to be included for each floor and overall facility-wide HVAC.
    - ii. A 50% and 100% punch list site visit shall be completed for the Second Amendment scope of work.
  - o. Perform final field inspections.
  - p. Ensure as-built drawings are prepared and maintained during construction. Review for accuracy prior to delivery to the City.
  - q. Assist the construction contractor gathering and distributing to the City all owner's manuals, warranty information, any AES or CenterPoint Energy utility rebates, and all other necessary close-out documentation.
  - r. Provide to the City a final digital (.dwg) design file accompanying the digital submission of all closeout material.
- c) Pricing for the partial first floor, fourth floor women's and men's restrooms, and sixth floor women's and men's restrooms shall be enumerated and outlined in more detail in the attached an incorporated Exhibit D.
- d) Pricing for the emergency standby generator and lower level datacenter renovations shall be enumerated and outlined in more detail in the attached and incorporated Exhibit E.

All plans, specifications, and estimates necessary to publicly bid the construction phase 1A shall be submitted to the City no later than December 31, 2023. All plans, specifications, and estimates necessary to solicit bids through the existing construction project contractor for the Second Amendment work shall be submitted to the City no later than November 1, 2024.

The scope to be performed as part of the Third Amendment shall include architectural and structural engineering design services to make repairs to the four (4) exterior walls located in the west lightwell of City Hall. The services identified below and performed by Consultant, will include efforts associated with providing façade elevations, sections, details, and specifications to repair the deteriorating and water damaged exterior walls of the west lightwell as noted below:

- a) Site investigation including field documentation of the existing lightwell conditions and provide a structural engineering report documenting the existing conditions.
- b) Assessment of existing structural concrete beam structure, clay block tile and parapet wall conditions after minor demolition efforts have been completed by the general contractor.
- c) Provide a set of construction drawings for constructing a new metal framed wall façade and parapet wall to be erected over the existing remaining stucco materials. The new exterior façade will include insulation, a *DensElement Barrier System*, reinforcing mesh and a finish coat of stucco.
- d) Details for new window and sill flashings will be provided intended for the replacement of all existing windows and associated framing in the lightwell. Additional details will be provided for a new aluminum coping cap at the surrounding parapet wall. New roof flashing details will be prepared for the new parapet wall on the upper roof and lower lightwell roof levels to create a transition into the existing roof systems.
- e) Construction Administration will be performed by the structural engineer and will include five (5) site visits to validate integrity of existing concrete beam repair and construction of the new façade.
- f) Construction documents as referenced above shall be provided to the general contractor as a construction bulletin.
- g) Review of shop drawings, request for information, and resolution to request for information related to the lightwell exterior wall repairs.

The scope to be performed as part of the Fourth Amendment shall include architectural and structural engineering design services to make revisions to the original design of the sixth and first floors, based on the City's direction. Concurrent with the scope of work detailed in the Third Amendment, the construction has been extended four (4) months to April 30, 2026. The services identified below and performed by Consultant, will include efforts associated with providing additional design and construction administration services related to the first floor, sixth floor, and lightwell construction:

- a) Provide mechanical, electrical, plumbing, and architectural construction documents for the redesign of the sixth floor.
- b) Provide mechanical, electrical, plumbing, and architectural construction documents for the redesign of the first floor, financial analysis suite ("Financial Analysis"). This redesign was initially focused on a full demolition of Financial Analysis and the review to restore portions of this space to the original and historical architecture. Construction was paused to review brief schematic design and a probable opinion of construction costs for the restoration of the historical features of Financial Analysis. The City chose to not pursue restoring historical features, however additional design considerations are implemented to resume construction and the revised floor layout. Additional considerations for electrical, mechanical, and data infrastructure is included.
- c) The lightwell structural repair work, based upon final scope from the Third Amendment, has a completion date of April 30, 2026. Due to this work, portions of the sixth floor will remain unfinished as this directly abuts the lightwell. Substantial completion for both the first floor, sixth floor, and lightwell scope will coincide with April 30, 2026. Additional construction administration fees are included to cover twenty-two (22) additional progress meetings and three (3) punch list site visits.

All plans, drawings, photographs, sketches, and files 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.

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 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.

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

The City shall pay Consultant a sum not to exceed Five Hundred Eighty-One Thousand Fifty-Six Dollars and Zero Cents (\$581,056.00) for the Services actually provided in accordance with this Agreement. Payment for the Services shall be based upon the total project price as more particularly described in Exhibit B of the Original Agreement. The pricing and scope of the Services and the Project are more particularly detailed on the attached and incorporated Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G. Consultant may submit invoices to City for partial payment on a monthly basis for work actually performed.

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

This Agreement shall commence upon execution by the City and shall terminate automatically on November 1, 2026, unless extended to a later date by a mutual written amendment to this Agreement or terminated according to Article VI of this Agreement.

**Section 5.** Exhibit G, which is attached hereto and incorporated herein, is hereby added in its entirety to the Agreement, reflecting the pricing and additional Services to be performed as added in this Fourth Amendment.

**Section 6.** Except as amended by this Fourth Amendment, all other provisions of the Agreement, as now amended, remain in full force and effect and remain unchanged.

*[Remainder of Page Left Intentionally Blank]*

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

CITY OF DAYTON, OHIO

APP ARCHITECTURE, INC.

\_\_\_\_\_

City Manager



\_\_\_\_\_

Title Principal

**APPROVED AS TO FORM  
AND CORRECTNESS:**

Digitally signed by  
Musto, John  
Date: 2025.12.23  
14:33:36 -05'00'

Musto, John

\_\_\_\_\_

City Attorney

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

\_\_\_\_\_, 2026

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

\_\_\_\_\_

Clerk of the Commission

**EXHIBIT G**

**FOURTH AMENDMENT SCOPE OF WORK AND COMPENSATION**

(see attached)

July 31, 2025 (Revised 10/1/2025) (Revised 12/10/2025)

615 Woodside Drive, Englewood, Ohio 45322

937.836.8898 • 937.832.3696

[www.app-arch.com](http://www.app-arch.com)

Mr. Andrew Marks, P.E.  
Division Manager  
City of Dayton  
Division of Property Management  
101 West Third Street  
Dayton, Ohio 45402

Subject: City of Dayton, City Hall Facility Renovations & HVAC Improvements  
Additional Professional Architectural and Engineering Services  
Redesign of First and Sixth Floor (MEP) and Additional Construction  
Administration Services

Dear Andrew:

In accordance with our previous communications, I have provided information relating to our discussion about the additional services provided for the City Hall Facility Renovations & HVAC Improvements project. These additional services include architectural, mechanical, electrical, and plumbing engineering efforts.

Our scope of services will include normal architectural, plumbing, mechanical, and electrical design (MEP) as outlined in the previous Professional Services Agreement. MEP services will be provided by L2 Engineering consulting engineers.

Our additional services will include efforts associated with the First and Sixth Floors and as noted below:

- Provide mechanical, electrical and plumbing construction documents for the Sixth Floor redesign.
- Construction Administration (CA) includes the following quantity of visits based on a 40-week duration of construction for the First and Sixth Floors. Architectural – 22 progress meetings/site visits, 3 punch list visits.
- Substantial Completion for the First and Sixth Floors will be established at the end of March 2026.
- Substantial Completion for the North Lightwell will be April 2026.

Our additional services will include efforts associated with the First Floor as a result of not following through with restorations of the original ornamental ceilings as planned and reconfiguration of the Finance and Purchasing Departments and as noted below:

- Provide architectural, mechanical and electrical revised construction documents for the First Floor redesign.
- Documents will be reissued and coordinated with the General Contractor as a Construction Bulletin.
- Substantial Completion for the First Floor will be established at the end of March 2026.

Please note the architectural redesign efforts for the Sixth Floor were captured in the Facility-Wide HVAC Architectural Related Design Allowance and have already been invoiced.

We propose providing these additional services for the following fee:

First Floor Architectural and MEP Services Redesign:	\$7,300
Sixth Floor MEP Services Redesign:	\$6,050
Architectural Construction Administration Services:	<u>\$52,420</u>
<b>Total:</b>	<b>\$65,770</b>

**Assumptions/Understandings:**

Our proposal is based on the following assumptions/understandings:

- No additional changes are anticipated for the First and Sixth Floor.

We maintain professional liability insurance and hereby add the following: "To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for Client damages to the Design Professional's total fee for services. This limitation shall apply regardless of the cause of action or legal theory asserted."

Please contact me if you have any questions or need further clarification regarding this additional fees' proposal. We appreciate the opportunity to work with you and to serve the City of Dayton.

Sincerely,



Richard F. Willis, Jr., Assoc. AIA  
Senior Project Manager



# City Manager's Report

2.

From **6480 - PW/Property Management**

Date **January 18, 2023**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$405,146.00 thru 7/1/2026**

Name **App Architecture, Inc.**

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

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Capital Fund	29102-6480-1159-54	\$405,146.00

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

### Description

#### Dayton Recovery Plan – Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services

The Department of Public Works requests permission to enter into a Dayton Recovery Plan Service Agreement with App Architecture, Inc. in the amount of \$405,146.00 for the Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services project. This project will perform design and construction administration services to fully renovate the fourth and sixth floors at City Hall and facility-wide HVAC improvements. Renovation to each floor will include all necessary mechanical, electrical, plumbing, access control, data/networking, life safety services, and miscellaneous finishes. The facility-wide HVAC improvements will completely remove and replace existing mechanical equipment and replace with variable refrigerant flow (VRF) multi-stage heat pump units with compatible building automation controls that will improve the HVAC with a focus on reduction of maintenance, improvement of efficiencies, and improvement to comfort and safety.

The City was a direct recipient of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds and accepted an award of \$138 million through Resolution No. 988-21 on June 2, 2021. Authorization to allocate expenditures for ARPA projects was passed by Ordinance 31949-21 on December 15, 2021.

The City issued RFP No. 22-032PWPM, which had an Open Market designation, and received four responses. Our five-person selection team consisted of personnel from the Department of Fire, Department of Planning, Neighborhoods & Development, Department of Police, Department of Procurement, Management & Budget, and the Department of Public Works. After evaluating the proposals, App Architecture, Inc. was determined to be lowest and best as they provided a thorough and detailed proposal that includes the expertise, previous experience, and resources to meet the Department's objectives.

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

This request is being funded by the Local Fiscal Recovery Fund – CH & One Stop Improv-RR-I.

This Service Agreement will commence upon execution and will expire on July 1, 2026.

A certificate of funds is attached in the amount of \$405,146.00.

**Marks, Andrew** Digitally signed by Marks, Andrew  
Date: 2022.12.30 12:03:22 -0500

Signatures/Approval

Division **Ritchie, Tom** Digitally signed by Ritchie, Tom  
Date: 2022.12.30 12:47:25 -0500

Approved by City Commission

Department

*Regina D. Brakshen*  
Clerk

City Manager

1-18-23  
Date



CITY OF DAYTON  
DESIGN SERVICES AGREEMENT

THIS DESIGN SERVICES AGREEMENT, dated this 23 day of JANUARY, 2023 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 is the recipient of approximately One Hundred Thirty-Eight Million Dollars and Zero Cents (\$138,000,000.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, The City of Dayton is permitted to use the ARPA funding for eligible uses, such as revenue replacement and the purchase of real property to further its provision of government services, responding to public health needs, or remediating negative economic impacts; and,

WHEREAS, The City submitted a Request for Proposal (RFP No. 22-032PWPM) Professional Design & Construction Administration Services for the Facility Renovations & HVAC Improvements Phase 1, a copy of which is attached hereto at Exhibit A; and,

WHEREAS, Consultant responded to the City's Request for Proposal, setting forth that it is experienced and qualified to provide the renovation and HVAC design and construction administration services, and is willing to provide such professional design services to the City, attached hereto as Exhibit B; and,

WHEREAS, 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**

Consultant shall perform and/or address the following, hereinafter referred to as the "Project":

**Knowledge and Design Considerations**

It is the overall intention to provide unique and creative solutions for each individual area or floor. The overall scope will be consistent throughout, however certain trades may or may not be required for each floor or certain areas of the floor. The exact depth for the scope of work for each area will be agreed upon by the Consultant and City once the Contract is awarded and after any and all necessary "focus group" meetings, and such scope shall be reduced to writing and agreed upon by the parties. It is the intention to complete all design services at the same time in order to construct all areas at once.

It is anticipated that services will be required at the following facilities/areas:

- a) City Hall Sixth Floor
- b) City Hall Fourth Floor
- c) City Hall Facility-Wide HVAC Improvements

**City Hall Sixth Floor Remodel Scope of Work:**

Due to the unique layout of City Hall, the floors are broken up with various lower roofs making air flow difficult throughout. It is estimated that this floor is 13,500sf, however, this includes the following:





# City Manager's Report

FOR CITY MANAGER APPROVAL

From **6480 - Public Works/Facilities Management**

Date **August 7, 2024**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$44,700.00 thru 7/1/2026**

Name **App Architecture, Inc.**

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

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Special Revenue	29102-6480-1159-54	\$44,700.00

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

**Description**

### Dayton Recovery Plan – Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services Second Amendment

The Department of Public Works requests approval to amend the Dayton Recovery Plan Design Services Agreement with App Architecture, Inc., increasing the design services agreement by \$44,700.00 for the Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services project. This Second Amendment is to include additional design services to review and create design plans and specifications for a facility emergency standby generator at City Hall. This Second Amendment will also include additional design services to renovate an area on the lower level for a proposed datacenter. Additional construction administration services are included.

The City was a direct recipient of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds and accepted an award of \$138 million through Resolution No. 988-21 on June 2, 2021. Authorization to allocate expenditures for ARPA projects was passed by Ordinance 31949-21 on December 15, 2021.

This request is being funded by the Local Fiscal Recovery Fund – CH & One Stop Improv-RR-I. The original Design Services Agreement was approved on January 23, 2023, in the amount of \$405,146.00. A First Amendment was approved on August 30, 2023, in the amount of \$31,280.00. This Second Amendment, which has an Open Market Designation, totals \$44,700.00 will increase the contract by an amount not to exceed \$481,126.00 and will expire on July 1, 2026.

It is requested to have this Second Amendment executed by August 14, 2024, to begin the design services as expeditiously as possible.

The Department of Law has reviewed and approved this Second Amendment as to form and correctness. A Certification of Funds is attached in the amount of \$44,700.00.

**Signatures/Approval**

E-SIGNED by Andrew Marks  
on 2024-08-07 16:28:15 GMT

Division E-SIGNED by Frederick Stovall  
on 2024-08-07 16:38:30 GMT

Department

**Approved by City Manager**

*C. Lashua Johnson*  
City Manager

8/13/2024  
Date

**SECOND AMENDMENT TO DESIGN SERVICES AGREEMENT**

**THIS SECOND AMENDMENT TO DESIGN SERVICES AGREEMENT** (“Second Amendment”), is entered into this 13<sup>th</sup> day of August, 2024, is between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio (“City”) and **APP ARCHITECTURE, INC.**, a for-profit corporation operating in the State of Ohio (“Consultant”).

**WITNESSETH THAT:**

**WHEREAS**, On January 18, 2023 the Commission of the City of Dayton, Ohio, approved a Design Services Agreement between the City and the Consultant, whereby Consultant would provide certain design services with American Rescue Plan Act of 2021 funds (the “Original Agreement”); and,

**WHEREAS**, On August 30, 2023 the Commission of the City of Dayton, Ohio, approved a First Amendment to the Design Services Agreement between the City and the Consultant, whereby Consultant would provide design services to renovate the restrooms on the fourth and sixth floors and portions of the first floor with American Rescue Plan Act of 2021 funds (the “First Amendment”, and together with the Original Agreement, the “Agreement”); and,

**WHEREAS**, The City and Consultant acknowledge and agree that the terms originally contemplated in the Agreement need to be revised to better reflect the Services and scope of the Project; and,

**WHEREAS**, The City and Consultant believe it to be in their best interest to further amend the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant mutually agree to amend the Agreement as follows:

**Section 1.** All capitalized terms not defined in this Second Amendment shall have the 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:

Consultant shall perform and/or address the following, hereinafter referred to as the “Project”:

**Knowledge and Design Considerations**

It is the overall intention to provide unique and creative solutions for each individual area or floor. The overall scope will be consistent throughout, however certain trades may or may not be required for each floor or certain areas of the floor. The exact depth for the scope of work for each area will be agreed upon by the Consultant and City once the Agreement is awarded and after any and all necessary “focus group” meetings, and such scope shall be reduced to writing and agreed upon by the parties. It is the intention to complete all design services at the same time in order to construct all areas at once.

It is anticipated that services will be required at the following facilities/areas:

- a) City Hall Sixth Floor





# City Manager's Report

FOR CITY COMMISSION APPROVAL

From **6480 - Public Works/Facilities Management**

Date **June 4, 2025**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$34,160.00 thru 7/1/2026**

Name **App Architecture, Inc.**

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

Fund Source(s)	Fund Code(s)	Fund Amount(s)
Special Revenue	29102-6480-1159-54	\$34,160.00

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

**Description**

**Dayton Recovery Plan – Facility Renovations & HVAC Improvements Phase 1  
Design & Construction Administration Services Third Amendment**

The Department of Public Works requests approval to amend the Dayton Recovery Plan Design Services Agreement with App Architecture, Inc., increasing the design services agreement by \$34,160.00 for the Facility Renovations & HVAC Improvements Phase 1 Design & Construction Administration Services project. This Third Amendment is to include additional design services to create structural repair drawings and specifications for exterior wall, column, beam, and parapet wall repairs to a window well located in the central corridor of City Hall. Last year, while exploring exterior beautification enhancements under the construction contract, evidence of deterioration and spalling was noticed in exterior walls of this window well. Invasive field investigations were performed to get a better understanding of the issues and the level of deterioration. Based on the conditions found during the investigations, it is now required to develop a set of structural drawings and specifications to complete the necessary repairs. Allowances within the existing construction project have been reallocated to allow work on the proposed repairs to begin as expeditiously as possible.

The City was a direct recipient of American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds and accepted an award of \$138 million through Resolution No. 988-21 on June 2, 2021. Authorization to allocate expenditures for ARPA projects was passed by Ordinance 31949-21 on December 15, 2021.

The original Design Services Agreement was approved on January 23, 2023, in the amount of \$405,146.00. A First Amendment was approved on August 30, 2023, in the amount of \$31,280.00. A Second Amendment was approved on August 13, 2024, in the amount of \$44,700.00. This Third Amendment, which has an Open Market Designation, totals \$34,160.00, will increase the contract by an amount not to exceed \$515,286.00 and will expire on July 1, 2026.

The Department of Law has reviewed and approved this Third Amendment as to form and correctness. This request is being funded by the Local Fiscal Recovery Fund – CH & One Stop Improv-RR-I. A copy of the Third Amendment and Certification of Funds is attached in the amount of \$34,160.00.

E-SIGNED by Andrew Marks  
on 2025-05-20 13:31:24 GMT

**Signatures/Approval**

Division E-SIGNED by Thomas J. Ritchie, Jr.  
on 2025-05-20 14:26:12 GMT

Approved by City Commission

Department

*C. Lashua Taylor*

Clerk

*Regina D. Blackshear*  
*6-4-25*

Date

for City Manager

**THIRD AMENDMENT TO DESIGN SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO DESIGN SERVICES AGREEMENT** (“Second Amendment”), is entered into this 10<sup>th</sup> day of June, 2025, is between the **CITY OF DAYTON, OHIO**, a municipal corporation in and of the State of Ohio (“City”) and **APP ARCHITECTURE, INC.**, a for-profit corporation operating in the State of Ohio (“Consultant”).

**WITNESSETH THAT:**

**WHEREAS**, On January 18, 2023 the Commission of the City of Dayton, Ohio, approved a Design Services Agreement between the City and the Consultant, whereby Consultant would provide certain design services with American Rescue Plan Act of 2021 funds (the “Original Agreement”); and,

**WHEREAS**, On August 30, 2023 the Commission of the City of Dayton, Ohio, approved a First Amendment to the Design Services Agreement between the City and the Consultant, whereby Consultant would provide design services to renovate the restrooms on the fourth and sixth floors and portions of the first floor with American Rescue Plan Act of 2021 funds (the “First Amendment”, and together with the Original Agreement, the “Agreement”); and,

**WHEREAS**, On August 7, 2024 the Commission of the City of Dayton, Ohio, approved a Second Amendment to the Design Services Agreement between the City and the Consultant, whereby Consultant would provide design services to renovate an area on the lower level for a proposed datacenter and the addition of a emergency standby generator for the facility with American Rescue Plan Act of 2021 funds (the “Second Amendment”, and together with the Original Agreement and First Amendment, the “Agreement”); and,

**WHEREAS**, The City and Consultant acknowledge and agree that the terms originally contemplated in the Agreement need to be revised to better reflect the Services and scope of the Project; and,

**WHEREAS**, The City and Consultant believe it to be in their best interest to further amend the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant mutually agree to amend the Agreement as follows:

**Section 1.** All capitalized terms not defined in this Second Amendment shall have the 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:

Consultant shall perform and/or address the following, hereinafter referred to as the “Project”:

**Knowledge and Design Considerations**

It is the overall intention to provide unique and creative solutions for each individual area or floor. The overall scope will be consistent throughout, however certain trades may or may not be required for each floor or certain areas of the floor. The exact depth for the scope of work for each area will be agreed upon by the Consultant and City once the Agreement is awarded and

3.



# City Manager's Report

FOR CITY COMMISSION APPROVAL

From **6450-PW/Civil Engineering**

Date **February 11, 2026**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$315,362.16 thru 6/30/27**

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	40032-6410-1424-54	\$244,000.00
CDBG - Capital	26017-6450-1424-54	\$ 71,362.16

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

**Description**

**Residence Park Amenities Upgrade and Sidewalk Installation Rebid  
(25% HUD Section 3 Worker Labor Hours & 5% Targeted Worker Labor Hours Participation  
Goal/ 25% HUD Section 3 Worker Labor Hours & 5% Targeted Worker Labor Hours  
Participation Achieved)  
(Federal CDBG Funds)**

The Department of Public Works proposes Change Order No. 1 for \$315,362.16 to the existing contract with L.J. DeWeese Co., Inc. for the Residence Park Amenities Upgrade and Sidewalk Installation project. The additional work includes the installation of a playground, basketball court, parking lot, new sanitary line for the proposed restroom, and additional curb replacement.

The original contract amount was \$293,197.50. Change Order No. 1 is \$315,362.16 and will increase the contract amount with L.J. DeWeese Co., Inc. for the Residence Park Amenities Upgrade and Sidewalk Installation project to \$608,559.66.

This Change Order No. 1 has been reviewed by the Department of Law as to form and correctness.

This Change Oder No. 1 is being funded using Issue 6 (\$244,000.00) and Community Development Block Grant funds (\$71,362.16).

A copy of Change Order No. 1 and the Certificate of Funds are attached.

E-SIGNED by David Escobar  
on 2026-02-04 08:02:49 EST

**Signatures/Approval**

**Approved by City Commission**

Division E-SIGNED by Tom Ritchie  
on 2026-02-04 08:14:06 EST

Department

Clerk

*C. Kashua Jipson*  
City Manager

Date



**CHANGE ORDER NUMBER 1**

This Change Order Number 1, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, is between the City of Dayton, Ohio (“City”) and LJ Deweese Co., Inc. (“Contractor”).

**WITNESSETH THAT:**

**WHEREAS**, the City and Contractor entered into a contract for the Residence Park Amenities Upgrade and Sidewalk Installation Rebid (25% HUD Section 3 Worker Labor Hours & 5% Targeted Worker Labor Hours Participation Goal), CT25-4095 dated February 19, 2025 (“Contract”), to construct park amenities at Residence Park; and

**WHEREAS**, the City and Contractor agree that extra work, or altered work, must be performed to complete the Project; and

**WHEREAS**, the City and Contractor agree that the extra work or altered work or both require the Contract to be modified; and

**WHEREAS**, the City and Contractor agree upon the amount to be paid for the extra work or altered work, or both, to be performed.

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

**Section 1.** Under this Change Order Number 1, Contractor shall perform the following work:

a. Playground Equipment	1 Each
b. Parking Lot	1 Lump Sum
c. Basketball Court	1 Lump Sum
d. Landscaping Around New Parking Lot	1 Lump Sum
e. Sanitary Line (4” PVC)	110 Linear Feet
f. Curb	82 Linear Feet

**Section 2.** In consideration of Contractor’s performance of the additional work described in Section 1 above, the City will pay Contractor an amount not to exceed three hundred fifteen thousand three hundred sixty-two dollars and sixteen cents (\$315,362.16). Payment for services will be paid as follows:

a. Playground Equipment (1 EA at \$86,300)	\$ 86,300.00
b. Parking Lot (1 LS at 135,708.50)	\$135,708.50
c. Basketball Court (1 LS at \$75,538.66)	\$ 75,538.66
d. Landscaping Around New Parking Lot (1 LS at \$6,155.00)	\$ 6,155.00
e. Sanitary Line (4” PVC) (110 LF at \$65 per foot)	\$ 7,150.00
f. Curb (82 LF at \$55 per foot)	\$ 4,510.00
Total	\$315,362.16

**Section 3.** The terms and compensation provided by this Change Order Number 1 constitute full compensation and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change in the work, including, but not limited to, any delays, inefficiencies, disruption or suspension, extended overhead, profit, interest, acceleration, and cumulative impact of this and any previously issued change orders.

**Section 4.** Except as modified by this Change Order Number 1, the Contract remains unchanged and in full force and effect.



(N.B. – This Contract Document and Bond Form will be filled in under the direction of the Director of Public Works, Dayton, Ohio after the Award of Contract.)

### CONTRACT AGREEMENT

This agreement made and entered into this 19 day of February, 2025, by and between the City of Dayton, Ohio, party of the first part and L.J. DeWeese Co., Inc. party of the second part for the Residence Park Amenities Upgrade and Sidewalk Installation Rebid (25% HUD Section 3 Worker Labor Hours and 5% Targeted Worker Labor Hours Participation Goal) project in pursuance of the following to wit:

WITNESSETH: That the parties hereto for themselves, their heirs, administrators, executors or successors, have agreed that the party of the second part shall furnish all the necessary appliances, tools, material and labor of every description and carry out and complete in a good workmanlike manner the aforesaid work in accordance with the Plans and Specifications for this project with supplements and changes thereto.

All provisions contained in the "Invitation to Bid", "Contract Bond", "The General Provisions, Section 100 of the City of Dayton (COD), Department of Public Works, Division of Civil Engineering, Construction and Material Specifications, dated October 1, 2008", "Amendments to the City of Dayton General Provisions", "Project Specifications", "Special Provisions", "Plans", "Notices to Contractor", and Addenda are hereby embodied as part of this agreement, as though they were attached hereto.

It is further agreed that the party of the second part shall assume all responsibility for the work, and take all precautions preventing injuries to persons and damage to property on or about the work. He shall assume the defense of, and shall indemnify and save harmless, the City and its individual officers and agents from all claims relating to injury to any or all persons or damage to property, which claim or claims are connected with or arise out of or are incidental to the work to be performed under this contract.

The City of Dayton specifically reserves the right to deposit any disputed funds, payments, or claims into an escrow account and to discharge all or any further obligation by the City by reason of such deposit into escrow.

It is further agreed that the party of the first part will pay therefore the price named and set forth in the Bid of the party of the second part, subject to the terms and conditions of this agreement, the total being the approximate sum of:

TWO HUNDRED AND NINETY THREE THOUSAND ONE HUNDRED AND NINETY SEVEN DOLLARS AND FIFTY CENTS

\*\$293,197.50 The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the party of the second part pursuant to the Contract, calculated upon the unit price as set forth in the Bid.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hand and seals.

Dated the day and year first herein written.

THE CITY OF DAYTON, OHIO

BY: *Thomas J. ...*  
Director of Public Works

CONTRACTOR

L.J. DEWEESE CO., INC.

BY: *J.P. C.J.D.*  
*Jeremy Knuch*  
*Vice-President*  
(TITLE)

Approved as to Form and Correctness

*John ...*  
City Attorney

Approved by:

*C. Lashae ...*  
City Manager

Approved by the City Commission of the City of Dayton, Ohio

*January 29*, 20*25* Min. Bk. *I-10* Pg. *...*  
*Regina ...*  
Clerk of Commission

\*Awarded Base Bid

# CERTIFICATE OF FUNDS

CT25-4095

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

NO DRAFT DOCUMENTS PERMITTED

New Contract                     
  Renewal Contract                     
  Change Order

Contract Start Date	Upon Execution	Required Documentation
Expiration Date	06/30/27	
Original Commission Approval	\$ 293,197.50	<input checked="" type="checkbox"/> Initial City Manager's Report
Initial Encumbrance	\$ 293,197.50	<input checked="" type="checkbox"/> Initial Certificate of Funds
Remaining Commission Approval	\$ -	<input checked="" type="checkbox"/> Initial Agreement/Contract
Original CT/CF		<input type="checkbox"/> Copy of City Manager's Report
Increase Encumbrance		<input type="checkbox"/> Copy of Original Certificate of Funds
Decrease Encumbrance	\$ -	
Remaining Commission Approval		

Amount: <u>\$ 293,197.50</u> Fund Code <u>26017 - 6450 - 1424 - 54 - - - -</u> <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund    Org    Acct    Prog    Act    Loc</span> </small>	Amount: _____ Fund Code _____ <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund    Org    Acct    Prog    Act    Loc</span> </small>
Amount: _____ Fund Code _____ <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund    Org    Acct    Prog    Act    Loc</span> </small>	Amount: <u>\$ -</u> Fund Code _____ <small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund    Org    Acct    Prog    Act    Loc</span> </small>

Attach additional pages for more FOAPALs

Vendor Name: L.J. DeWeese Co., Inc.

Vendor Address: 3616 Tipp-Cowlesville Rd.                      Tipp City                      Ohio                      45371  

Street                      City                      State                      Zip code + 4

Federal ID: 31-0602186

Commodity Code: 65099

Purpose: Award of Contract for Residence Park Amenities Upgrade and Sidewalk Installation Rebid.

Contact Person: David Escobar                      Public Works/Civil Engineering                      1/13/2025  

Department/Division                      Date

Originating Department Director's Signature: E-SIGNED by Frederick Stovall  

on 2025-01-13 14:18:03 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.

Kim X. Yarnon  
 Finance Director Signature

Saleh Asumani  
 CF Prepared by

1/21/25  
 Date

01/21/2025                      CT25-4095  
 Date                      CF/CT Number

CONTRACT BOND

KNOW ALL MEN BY THE PRESENTS

That we L.J. DeWeese Co., Inc., 3616 Tipp-Cowlesville Road, Tipp City, Ohio 45371 as principal and Employers Mutual Casualty Company, c/o Arnold Insurance Agency, Inc., 1400 Haft Drive, Reynoldsburg, Ohio 43068 as surety, are held and firmly bound unto the City of Dayton, Ohio in the sum of Two Hundred And Ninety Three Thousand One Hundred And Ninety Seven Dollars And Fifty Cents (\$293,197.50) lawful money of the United States, to be paid on demand, to said The City of Dayton, its successors or assigns, for which payment well and truly to be made, the undersigned bind themselves, their heirs, executors, administrators, successors or assigns, jointly and severally firmly by these presents:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. The above-named principal did on the 3 day of February, 2025 enter into the Contract hereto attached, with the City of Dayton for the Residence Park Amenities Upgrade and Sidewalk Installation Rebid (25% HUD Section 3 Worker Labor Hours and 5% Targeted Worker Labor Hours Participation Goal) project which Contract is made a part of this bond the same as though fully set forth herein.
2. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall well and truly execute all and singular the stipulations by said party to be executed and shall fully and faithfully perform the work therein specified, and comply with, do and perform all and singular the terms, conditions and requirements of the plans, specifications and agreement composing said Contract, and shall hold said City harmless from any and all loss of damage in any manner resulting from any failure of said party of the second part to comply with the performance thereof, and shall indemnify and save harmless the City of Dayton, from any and all claims of any kind that may be filed or asserted against said City, or any officer thereof, at any time, for the use of any patented article or for the infringement of any patent, and shall indemnify and save harmless said the City of Dayton from all liens, charges, claims, demands, loss, cost, and damages of every kind and nature whatsoever, and shall pay all legal claims for labor performed upon and for material and machinery furnished for the work specified in said Contract, if the principal shall for the period of one (1) year from the date of acceptance, at his own expense, make all repairs which may become necessary by reason of defective material or workmanship, then this obligation shall be void, otherwise to remain in full force and effect in law.
3. We, the undersigned, hereby stipulate and agree that this undertaking shall be for the use of any laborer, material man, or machinery man, having just claim as aforesaid, as well as for said the City of Dayton; and further, the said surety or sureties hereon hereby stipulate and agree that from time to time, and as often as they may see fit, the parties to said Contract may make additions to, omissions from or modifications of the work, and of the plans, specifications and Contract, without notice to or the necessity of obtaining the consent or approval of the surety or sureties hereon and the same shall not in any way affect the obligations of said surety or sureties on this bond.

4. The said Party of the Second Part in the aforesaid Contract, being the principal under this obligation, has agreed with said the City of Dayton that he will repair any defect in any roadway, pavement or other work done under said Contract, which defect in the opinion of the City (as said term "City" is defined in said Contract) is caused by, arises out of, or is incident to the use of defective material, improper workmanship, or failure by said Contractor to comply with the specifications or any other requirement of said Contract, expressed or implied during the period of one (1) year following the acceptance by said City of the work performed under the aforesaid Contract; that such repairs shall be made as directed by and subject to the approval of the Director of Public Works and without expense to said City; and that if said Contractor fails to begin the work of making such repairs, within five (5) days after written notice to do so, service to which notice may be made in any of the ways authorized in said Contract, or if having begun to make such repairs, such Contractor fails, neglects or refuses to carry such repairs to prompt conclusion, said the City of Dayton, acting through its proper officers, may cause satisfactory repairs to be made and charge the expense thereof to and receive the same from said Contractor or his surety hereunder; provided that if the repair of a pavement is necessary solely because of the fact that the City has permitted openings to be made therein, subsequent to its acceptance thereof, then the said City shall be responsible for the maintenance and repair thereof.

5. If the Party of the Second Part in the aforesaid Contract, being the principal under this obligation, shall comply with the conditions of this obligation, the same shall be void, otherwise to remain in full force and effect.

6. The sum for which the principal and surety are held and bound to the City of Dayton shall be ten percent (10%) of the Contract amount during the one (1) year period following acceptance as provided in paragraph four (4) above.


Witness our signature, this 3 day of February 2025.

Signed in the presence of:

Witness:

Justin Sisk

L.J. DeWeese Co., Inc.

By:  V.P. L.J.D.

Principal (Title)  
Jerry Hoch, V.P.

Address: 3616 Tipp-Cowlesville Road  
Tipp City, Ohio 45371

Telephone: 937.440.1736

Fax: 937.440.0745

Federal I.D. Number: 31-0602186

Employers Mutual Casualty Company  
SURETY

By:   
Mark Arnold, Attorney-In-Fact

Address: c/o Arnold Insurance Agency, Inc.  
1400 Haft Drive  
Reynoldsburg, Ohio 43068

Telephone: 614.863.0455

Fax : 614.863.2474

Brittany Walton

N.B. Attach corporate seal of principal of corporation  
Attach corporate seal of surety company signing

4



# City Manager's Report

FOR CITY COMMISSION APPROVAL

From 2370 - PND/Development

Date February 11, 2026

Expense Type Development Agreement

Total Amount \$350,000.00 thru 12/31/2029

Supplier, Vendor, Company, Individual

Name Horenstein, Nicholson & Blumenthal, LPA

Address 220 E. Monument Ave., Ste. 305  
Dayton, Ohio 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	16300-2370-1223-41	\$350,000.00

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

**Description**

**Development Agreement**

The Department of Planning, Neighborhoods and Development (PND) is requesting approval of a Development Agreement in the amount of \$350,000.00 with Horenstein, Nicholson and Blumenthal, LPA (Company) to support their retention and expansion project in downtown Dayton. The City of Dayton will provide a performance-based Development Grant not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). The grant will be distributed in up to three annual installment payments, based on the company's verified prior year Dayton payroll withholdings. Annual payments are expected to begin in 2026.

This project will support an investment of almost \$1,500,000.00 for activities including interior and exterior building improvements, electrical, plumbing and HVAC systems, machinery and equipment, and furniture and fixtures. Horenstein, Nicholson, and Blumenthal has been in downtown Dayton for more than 40 years, and this expansion will anchor the firm in the city for another 20 years. The project will retain 47 full-time employees within downtown with an annual payroll of more than \$4,000,000.00 The company also plans to add at least 10 more full-time employees over the next three years.

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

The Agreement will commence upon execution and expire on December 31, 2029.

The funding sources are the Development Fund in the General Fund.

A Certificate of Funds in the amount of \$350,000.00 and map is attached.

E-SIGNED by Veronica Morris  
on 2026-02-03 15:36:46 GMT

**Signatures/Approval**

*Approved by City Commission*

Division

E-SIGNED by Emily Crow  
on 2026-02-03 15:38:21 GMT

Department

*C. LaShae Lipton*  
City Manager

Clerk

Date




# MEMORANDUM



January 30, 2026

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

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

**SUBJECT:** Development Grant Agreement – Horenstein, Nicholson Blumenthal, LPA

The Department of Planning, Neighborhoods & Development respectfully requests approval of a performance-based Development Grant not to exceed **three hundred fifty thousand dollars (\$350,000.00)**. The grant will be distributed in up to three annual installment payments, based on the company's verified prior-year Dayton payroll withholdings. Annual payments are anticipated to begin in 2026.

HNB is a Dayton-based law firm that has grown from a local practice into a statewide provider of legal services, offering essential support to individuals with disabilities, injured workers, and vulnerable populations. As the firm's caseload has expanded across Ohio, its workforce has grown accordingly, creating a need for a larger and more modern office environment within the city. HNB has maintained a strong presence in downtown Dayton for more than forty (40) years, and its continued success contributes to the health and vitality of the central business district.

To support its strategic expansion, HNB will lease Class A commercial space in downtown Dayton. The new location will support the creation of at least 10 new full-time positions, retain at least 47 existing full-time jobs, and provide advanced technological infrastructure, collaborative workspaces, and convenient access to key community assets. These features will position the firm for continued growth and community impact. The firm will invest nearly **\$1,500,000.00** in project activities, including interior and exterior building improvements, updates to electrical, plumbing, and HVAC systems, and the acquisition of machinery, equipment, furniture, and fixtures.

This investment also aligns with the City's broader commitment to economic growth through job creation and retention. HNB had considered properties outside the City of Dayton for this expansion project, and its decision to remain downtown ensures that its long-term lease and growth strategy will anchor its presence in the community for many years.

The funding source is the Development Fund within the General Fund. The Agreement will commence upon execution and expire on December 31, 2029. The Department of Law has reviewed and approved this Agreement as to form and correctness. For any questions or additional information, please contact Veronica Morris at x3912.

SCG/vm

Attachments

Cc: Ms. Lofton; Mr. Parlette; Ms. Crow; Ms. Morris; Ms. Cook, Ms. Coleman

**DEVELOPMENT AGREEMENT**  
**Horenstein, Nicholson & Blumenthal, LPA**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into between **Horenstein, Nicholson & Blumenthal, LPA**, a for-profit corporation organized and existing under the laws of the State of Ohio, currently located at 220 E. Monument Avenue, Suite 305, Dayton, OH, 45402 (“Company”), and the **City of Dayton, Ohio**, a municipal corporation in and of the State of Ohio (“City”).

**WITNESSETH THAT:**

**WHEREAS**, City desires to stimulate, promote and increase economic and community development activities that provide meaningful, long-term benefits and improvements for Dayton residents; and,

**WHEREAS**, the firm’s long-standing commitment to serving individuals, Dayton’s development by ensuring access to justice, protecting vulnerable residents, and reinforcing the city’s broader goals of community stability and economic opportunity; and,

**WHEREAS**, Company plans to lease and occupy Class A commercial office space in Downtown Dayton, which will result in the retention of at least forty-seven (47) full time jobs and the creation of ten (10) new full-time jobs in Dayton; and,

**WHEREAS**, City finds that the project as defined herein will benefit the community and wishes to support the Company in carrying out the project under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, City and Company agree as follows:

**ARTICLE 1. DEFINITIONS.**

For the purposes this Agreement, the words and phrases set forth below shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

***Development Grant.*** A grant provided hereunder by the City of Dayton for the purpose of growing the city’s tax base in the city of Dayton.

***Location.*** Project is located at 220 E. Monument Avenue, Suite 305, Dayton, OH 45402.

***Full-time Employee.*** An employee working an average of at least thirty-five (35) hours per week/annually. This does not include part-time or contract employees.

***Retained Job.*** Any full-time equivalent position in existence in the City of Dayton at the time of this Agreement that will be retained by Company.

***Project.*** Project activities include, without limitation, interior and exterior building improvements; electrical, plumbing, and HVAC systems; machinery and equipment; furniture and fixtures; and new signage and lighting.

**ARTICLE 2. PROJECT.**

Company will invest in capital improvements and equipment necessary to facilitate the Project located at the new commercial office space in Dayton. Company shall complete the Project by December 31, 2028, unless such time for commencement and/or completion is extended upon mutual written agreement. As further delineated herein, all construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all applicable building, zoning, well field, and fire code requirements.

**ARTICLE 3. FUNDING.**

The City shall provide the Company with a performance-based Development Grant in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) in support of the Project. The Grant shall be paid in up to three (3) annual installments, each installment conditioned upon the Company's verified Dayton payroll tax withholdings for the immediately preceding year. Eligibility for and calculation of each installment shall be based on the Company's retention of forty-seven (47) full-time jobs and the creation of ten (10) new full-time jobs within the City of Dayton during the term of this Agreement.

Annual payments are expected to begin in 2026, based on 2025 income tax revenues paid and verified by the City of Dayton Department of Finance, Division of Taxation, unless the Project or this Agreement is terminated. Payments are anticipated to be issued annually during the second quarter of each year, including payments in 2026 based on 2025 income tax, in 2027 based on 2026 income tax, and in 2028 based on 2027 income tax.

As a condition of each payment, the Company must continue to occupy and operate the commercial office space and meet all requirements of this Agreement. The Company shall cooperate with the City by providing necessary payroll documentation for verification, as well as documentation demonstrating payment for the aforementioned Project activities. The City's determination of each annual payment amount shall be final.

The Company and its development partners are responsible for all Project Costs and any expenses exceeding the City's funding. If applicable, the Company shall pay state and local prevailing wage rates.

**ARTICLE 4. SPECIFIC CONDITIONS.**

- A. Income Tax Withholding Taxes Due to City. The parties acknowledge that Company's commitment to grow Dayton's tax base by creating jobs in the city of Dayton is the consideration upon which this Agreement is based. Company shall pay income taxes to City from Company's employee wages subject to withholding, as required by law. Company shall make good faith efforts to ensure that any temporary and/or contract employees have appropriate local income taxes withheld, as if they were direct employees of the company.
- B. Company shall commit to make every reasonable effort to hire residents of the city of Dayton to fill the new employment positions to be created hereunder, including but not limited to job fairs and other community outreach activities.
- C. Company shall establish and maintain a working relationship with job placement and employment organizations, including but not limited to the Montgomery County Job Center, to assist with employment recruitment and satisfaction of the employment commitment set forth above. In satisfying the New Job portion of the employment commitment set forth above, Company shall

submit a listing of all available employment positions to the Montgomery County Job Center and other job referral and placement agencies.

- D. Company shall collaborate with Sinclair Community College's Legal Studies Department at 444 West Third Street and/or other appropriate job training programs in the region.
- E. Right of Cancellation of Payment. In the event that Company successfully completes Project but subsequently announces plans to close the Commercial office space, or to relocate the Commercial office space out of the city of Dayton, or otherwise ceases to operate the Commercial office space prior to expiration of the Agreement, then the City shall have the uncontested right to cancel any remaining payments to Company associated with Development Grant described above, and no further funds shall be distributed to Company.
- F. Municipal Net Profits Tax Returns. During the term of this Agreement, Company hereby agrees to file municipal net profit tax returns solely through the City of Dayton, Ohio, and with other such respective communities when appropriate. If Company has already elected to file consolidated municipal income tax returns with the Ohio Business Gateway, then Company shall discontinue such filings at the earliest possible opportunity, as described in ORC § 718.06, and shall begin filing with the City of Dayton, Ohio for the following tax year after such election. Failure to comply with this section shall constitute an immediate default.
- G. Company expressly authorizes the City of Dayton Division of Revenue & Taxation to release specific tax records to the Division of Development, for the sole purpose of payroll verification as it applies to this Agreement. Such records will be kept confidential, shall only be used for the purposes stated herein, and shall be destroyed or returned to the City of Dayton Division of Revenue & Taxation once review is complete, including all copies.
- H. In the unlikely event it becomes necessary for review, audit, or verification purposes, Company shall allow City to inspect applicable, confidential records upon written request. Company agrees to supply additional information upon reasonable request by the City of Dayton and to cooperate in any audit or review of the funding provided hereunder.
- I. Company shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of public funds for the Project. All construction activities and other work required to complete the Project shall be performed and completed in accordance with all applicable federal, state, and local laws, rules, regulations, and orders, including all building, zoning and fire code requirements. Company 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.

#### **ARTICLE 6. TERM AND TERMINATION.**

This Agreement shall commence upon execution by City and it shall expire on December 31, 2029, unless extended to a later date by amendment of earlier terminated. This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Company's assets is appointed by a court of competent jurisdiction.
2. Company is divested of its rights, powers, and privileges under this Agreement by operation of law.

3. Company's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Company to remedy such failure within thirty (30) days from the date of written notice from City.
4. Company's violation of any applicable federal, state, or local law applicable to the Project and construction thereof.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

In the event of termination prior to Project completion and if City provided any funds to Company hereunder, Company shall repay to City within forty-five (45) business days from the effective date of termination all funds provided hereunder and, upon such repayment, Company shall be released from its obligations hereunder. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided, the parties shall be immediately relieved of their obligations hereunder.

#### **ARTICLE 7. INDEMNIFICATION.**

Company shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Company, and its agents, employees, contractors, sub-contractors, and representatives in undertaking and completing the Project, and/or Company's failure to comply with federal, state, and local laws, including (as applicable).

#### **ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.**

Company 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 City to terminate this Agreement at its option.

#### **ARTICLE 9. POLITICAL CONTRIBUTIONS.**

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

#### **ARTICLE 10. RECORDS AND RETENTION.**

Company 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 the Project. All costs and expenditures for the Project for which Company will be reimbursed hereunder shall be supported by properly executed payrolls, time records, 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,

Company 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 and the Project. Company 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 Company 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 three (3) years after the termination or expiration of this Agreement. 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 three-year period, Company shall retain such Records until completion of the actions and resolution of all issues or the expiration of the three year period, whichever occurs later.

#### **ARTICLE 11. TAX REPRESENTATION.**

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


#### **ARTICLE 12. GENERAL PROVISIONS.**

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



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

HORENSTEIN, NICHOLSON & BLUMENTHAL, LPA

By: 

Print name: MICHAEL A RAKE

Its: PRESIDENT 1/30/26

CITY OF DAYTON, OHIO

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
AND CORRECTNESS:

**Musto,**  
**XJohn**  
Digitally signed  
by Musto, John  
Date: 2026.01.29  
17:14:22 -05'00'

City Attorney

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

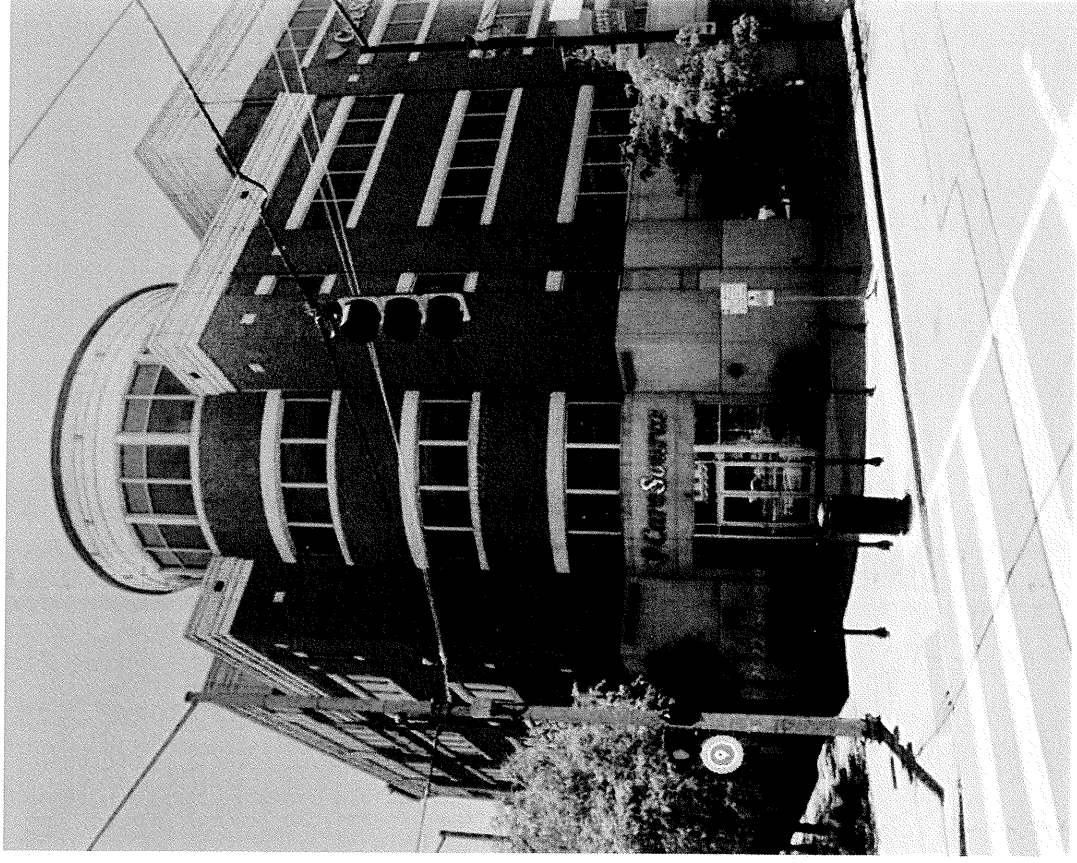
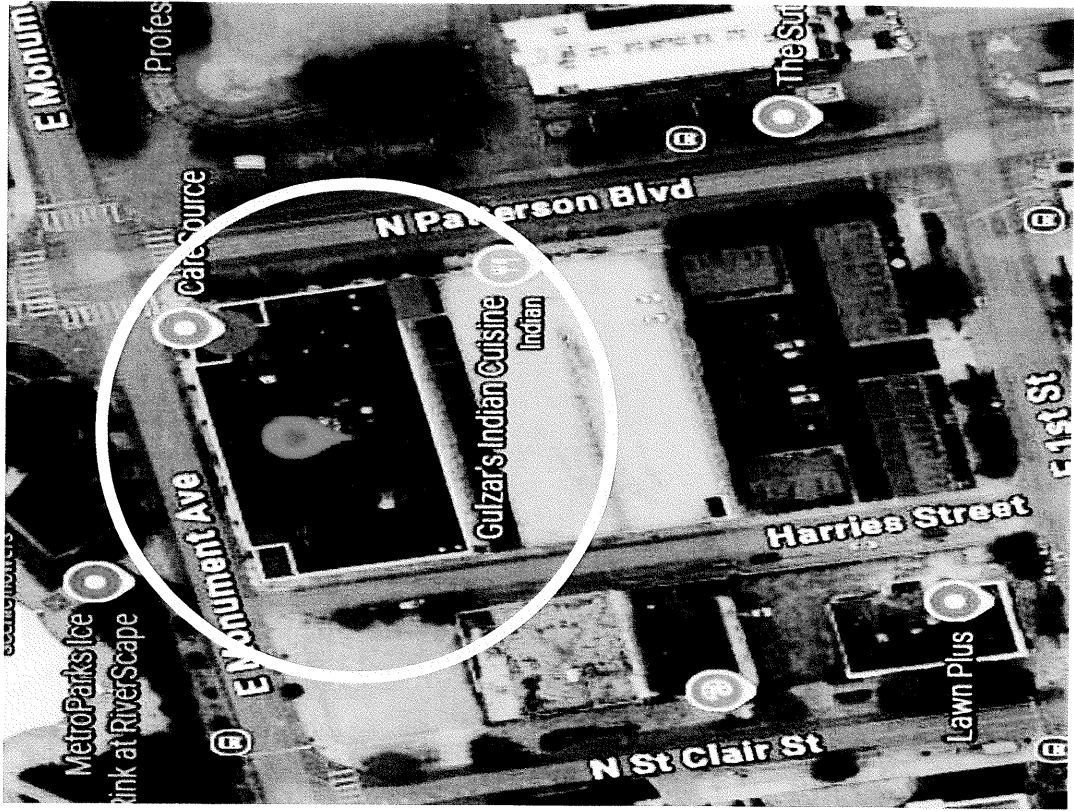
\_\_\_\_\_, 2026

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

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

# Aerial and Street Map

## Horenstein, Nicholson & Blumenthal, LPA – 220 E. Monument Ave





# City Manager's Report

FOR CITY COMMISSION APPROVAL

From 2340 - PND/Planning

Date February 11, 2026

Supplier, Vendor, Company, Individual

Expense Type Other (See Description Below)

Name Miami Valley Regional Planning Commission

Total Amount \$ 72,951.32 (thru 12/31/2026)

Address 6 N. Main Street, Suite 400  
Dayton, OH 45402

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Fund	10000-2340-1231-53	\$72,951.32

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

**Description**

### 2026 MVRPC Annual Membership Dues

The Department of Planning, Neighborhoods & Development is requesting approval to pay the invoice for the City of Dayton's 2026 Miami Valley Regional Planning Commission (MVRPC) annual membership dues. Dues are based on U.S. Census Bureau population counts and are computed at \$0.53 per capita, as specified in the Agency's funding assessment provisions. For the City of Dayton, this is 137,644 (our 2020 Decennial Census count) multiplied by \$0.53 for a total of \$72,951.32.

The MVRPC membership allows the City of Dayton to participate in and vote on important regional planning and transportation initiatives. Additionally, the membership provides the City of Dayton access to the Ohio Department of Transportation's funding process.

A Certificate of Funds is attached for \$72,951.32, along with a copy of the invoice.

E-SIGNED by Tony Kroeger  
on 2026-01-27 16:27:26 GMT

**Signatures/Approval**

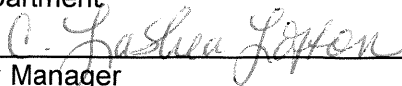
*Approved by City Commission*

Division

E-SIGNED by Steven Gondol  
on 2026-01-27 19:05:19 GMT

Department

City Manager



Clerk

Date

# CERTIFICATE OF FUNDS

CF26-0118

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

NO DRAFT DOCUMENTS PERMITTED

New Contract                     
  Renewal Contract                     
  Change Order:

Contract Start Date	upon execution
Expiration Date	12/31/2026
Original Commission Approval	\$ 72,951.32
Initial Encumbrance	\$ 72,951.32
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	

**Required Documentation**

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

Amount: <u>\$ 72,951.32</u> Fund Code <u>10000 - 2340 - 1231 - 53 - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>
Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>	Amount: _____ Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u> <small style="display: flex; justify-content: space-around; font-size: 0.8em;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>

**Attach additional pages for more FOAPALs**

Vendor Name: Miami Valley Regional Planning Commission

Vendor Address: 6 N. Main Street, Suite 400      Dayton      Ohio      45402  

Street
City
State
Zipcode + 4

Federal ID: 54-2188250

Commodity Code: 91896

Purpose: 2026 Miami Valley Regional Planning Commission (MVRPC) Annual Membership dues.

Contact Person: Charles Porter                      Planning, Neighborhoods & Development / Planning                      1/23/2026  

Department/Division
Date

Originating Department Director's Signature: E-SIGNED by Steven Gondol on 2026-01-27 19:05:12 GMT

**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.

Kenax Ymoo  
 Finance Director Signature

Saleh Asumani  
 CF Prepared by

2/3/26  
 Date

02/03/2026      CF26-0118  
 Date                      CF/CT Number

January 23, 2026

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

**FROM:** Steven C. Gondol, Director E-SIGNED by Steven Gondol  
on 2026-01-27 19:05:08 GMT  
Department of Planning, Neighborhoods & Development

**SUBJECT:** 2026 MVRPC Annual Membership Fees

The Department of Planning, Neighborhoods & Development requests approval of the required 2026 annual membership fee to the Miami Valley Regional Planning Commission ("MVRPC") in the amount of \$72,951.32.

This annual amount is based on the U.S. Bureau of Census population figures from the 2020 U.S. Census, as specified in MVRPC's funding assessment provisions.

The payment of this annual membership provides the City of Dayton numerous benefits. It allows access to essential transportation funding through federal and state sources. Additionally, it provides access to a variety of regional planning initiatives, including technical assistance and analysis, regional advocacy, infrastructure and environmental planning services, and land use policy guidance.

If you have any questions, please contact Tony Kroeger at extension 3673.

SGC/tdk

Attachments



**MIAMI VALLEY**

Regional Planning Commission

6 N. Main Street, Suite 400

Dayton, OH 45402

Phone (937) 223-6323 Fax (937) 223-9750

FEDERAL ID NO. 54-2188250

To: City Of Dayton  
101 W Third Street  
Dayton, OH 45401-0022

INVOICE	
INVOICE #	DATE
2119	1/01/2026

Date Ordered	Customer Order No.	Ordered/Authorized By:	Terms		
			Due January 31, 2026		
Description		Quantity	Unit Price	Amount	
MVRPC Membership Investment CY2026		137,644	0.53	72,951.32	

Quantity represents the population figures from 2020 U.S Census

**Invoice Total 72,951.32**

**For internal use only**

GL #	Project #	Cust	CR
4610		DAYT CI	72,951.32

**THANK YOU**

Please make check payable to: Miami Valley Regional Planning Commission  
6 N. Main Street, Suite 400  
Dayton, OH 45402



# City Manager's Report

FOR CITY COMMISSION APPROVAL

6.

From 3470 - Water/Environmental Protection

Date February 11, 2026

Expense Type Other (See Description Below)

Total Amount \$207,221.40 (thru 12/31/2027)

Supplier, Vendor, Company, Individual

Name City of Riverside

Address 5200 Springfield Street, Suite 100  
Riverside, Ohio 45431

Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026 Source Water Protection	53997-3470-1271-55	\$102,584.85
2027 Source Water Protection	53997-3470-1271-55	\$104,636.55

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

**Description**

**City of Riverside Source Water Protection Agreement**

The Department of Water requests permission to enter into an Agreement for Professional Services with the City of Riverside, in the amount of \$207,221.40 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 \$102,584.85 for 2026 and a copy of the Agreement are attached.

**Signatures/Approval**

*Approved by City Commission*

Division  
Keshia Kinney Digitally signed by Keshia Kinney  
Date: 2026.01.30 11:42:42 -05'00'

Department  
*C. Lushen Taylor*  
City Manager

Clerk

Date

CT26-4392

# 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	12/31/2027
Original Commission Approval	\$ 207,221.40
Initial Encumbrance	\$ 102,584.85
Remaining Commission Approval	\$ 104,636.55
Original CT/CF	
Increase Encumbrance	
Decrease Encumbrance	\$ -
Remaining Commission Approval	

### Required Documentation

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

Amount: <u> \$ 102,584.85 </u>	Amount: <u>   </u>
Fund Code <u> 53997 - 3470 - 1271 - 55 -   -   </u>	Fund Code <u>   -   -   -   -   -   </u>
<small>Fund   Org   Acct   Prog   Act   Loc</small>	<small>Fund   Org   Acct   Prog   Act   Loc</small>
Amount: <u>   </u>	Amount: <u>   </u>
Fund Code <u>   -   -   -   -   -   </u>	Fund Code <u>   -   -   -   -   -   </u>
<small>Fund   Org   Acct   Prog   Act   Loc</small>	<small>Fund   Org   Acct   Prog   Act   Loc</small>

### Attach additional pages for more FOAPALS

Vendor Name:  City of Riverside

Vendor Address:  5200 Springfield Street, Suite 100 Riverside OH 45431   
Street City State Zipcode + 4

Federal ID:  31-6007853

Commodity Code:  94-648

Purpose:  This Professional Services Agreement provides staff and services to assist the City of Riverside with the technical and economic development of the Source Water Protection Area.

Contact Person:  Lisa Burton-Yates   Water / Water Financial Services   1/29/2026   
Department/Division Date

Originating Department Director's Signature:  Keshia Kinney  Digitally signed by Keshia Kinney Date: 2026.01.30 11:26:46 -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.

KIM BROWN   
 Finance Director Signature

2/3/26   
 Date

(Instance) Jones   
 CF Prepared by

2/3/26   
 Date

CT26-4392   
 CF/CT Number

## PROFESSIONAL SERVICES AGREEMENT FOR SOURCE WATER PROTECTION

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2026, is between the City of Dayton (“City”) and the City of Riverside (“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;

**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”);

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

**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**, The City of Riverside is 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 the City.

**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 by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2027, whichever date is earlier. Upon the approval by the Multi-Jurisdictional 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 groundwater 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 TWO HUNDRED SEVEN THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS AND FORTY CENTS (\$207,221.40). 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 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 period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and the City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to the City, such Services within the original Project as may be necessary to remedy such error.

**ARTICLE 6. LIABILITY AND INDEMNIFICATION**

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 the 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 law.

**ARTICLE 7. INSURANCE**

Contractor represents and warrants that it is a self-insured entity. As a result, Contractor shall be solely liable and responsible for any claims against it concerning or relating to the performance of any duties, obligations, or covenants or of this Agreement.

**ARTICLE 8. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY**

Document 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 will have thirty (30) 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. The City may, in its sole discretion, terminate this Agreement at any time upon providing thirty (30) days written notice to the Contractor.

## **ARTICLE 10. RECORDS AND AUDIT REQUIREMENTS**

All costs and expenditures pertaining in whole or in part to this Agreement shall be supported by the Contractor's standard payroll, accounting, and administrative records maintained in the normal course of business. Because the work and services under this Agreement are performed as part of the regular duties of Riverside's Community Development Department staff, no separate time records or other standalone documentation specific to the Agreement's scope of work are maintained.

During normal business hours, and as often as the City may reasonably require, the Contractor shall make available its relevant records related to this Agreement. The Contractor shall also permit auditing, examination, and the making of excerpts or transcripts from such records, including applicable payroll, personnel, and accounting documents, to the extent they pertain in whole or in 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 is 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, then Contractor shall retain such records until completion of the action and resolution of all issues, or the expirations 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.

**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: City of Riverside, Community Development Department  
5200 Springfield Street, Suite 100  
Riverside, Ohio 45431  
Attention: Nia Holt  
Director, Community Development Department

City: City of Dayton, Department of Water  
320 West Monument Avenue  
Dayton, Ohio 45402  
Attention: Ms. 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.

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**

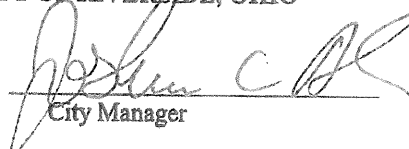
This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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 OF RIVERSIDE, OHIO**

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

By:   
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

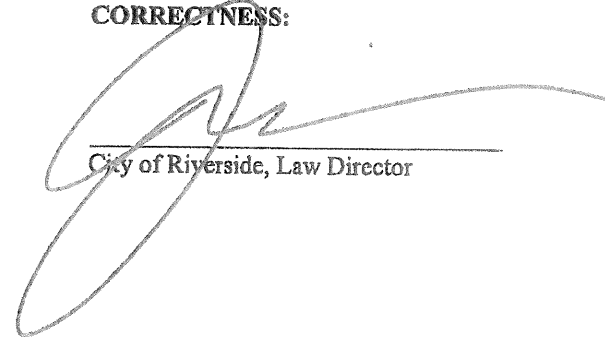
**APPROVED AS TO FORM  
AND CORRECTNESS:**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**Musto, John**

Digitally signed by Musto,  
John Date: 2026.01.22  
08:27:08 -05'00'

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

  
\_\_\_\_\_  
City of Riverside, Law Director

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

\_\_\_\_\_, 2026

Min. /Bk \_\_\_\_\_ Page \_\_\_\_\_

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

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

**City:** City of Dayton, Ohio  
**Project:** Source Water Protection Services  
**Contractor:** City of Riverside, Ohio – Community Development Department

**SCOPE OF SERVICES**

The City of Riverside Community Development Department (“Contractor”) will assist with the environmentally sound development of the Source Water Protection Area (“SWPA”) and Water Resources Area (“WR”) land within the City of Riverside through the administering of the Source Water Protection Program (“SWPP”) requirements relating to but not limited to the following activities:

1. 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. Contractor shall distribute marketing, financial incentives, and informational materials aimed at retaining and recruiting new groundwater-friendly businesses in the SWPA and WR. Contractor shall include SWPP information on Riverside’s website.
2. Contractor shall assist Public Health Dayton & Montgomery County (“PHDMC”) in identification of potential regulated substance sources in the WR. Further, Contractor shall assist in identifying businesses and uses that are defined as prohibited with respect to the Zoning Ordinance. Contractor shall maintain an active inventory of business sites and vacant sites located in the SWPA, including property owner and business owner. Contractor shall inform PHDMC of any changes.
3. 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 Riverside 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. 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 permit requirements or with SWPP requirements, including but not limited to facilities who have received funding through the Risk Buy Down Program, Contractor shall take steps to correct the non-compliance(s). Contractor shall ensure that follow up documentation identifying deficiencies are sent to the non-compliant facility. Contractor shall pursue additional enforcement actions if necessary. Contractor shall include any enforcement related correspondences/actions in 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. Contractor shall attend Source Water Protection Board (Board) and Pre-Fund Board meetings. Contractor shall work cooperatively with PHDMC to provide annual updates to the Board regarding the status of Board-funded projects within Riverside’s jurisdiction and include in annual report. Contractor shall make presentations as necessary. Also, Contractor shall attend and participate in Multi-Jurisdictional meetings.
8. Contractor shall attend and participate in education and outreach meetings, and assist with preparation of outreach materials.

9. Contractor shall assist and participate in the annual Children's Water Festival.
10. Contractor shall assist DEM and PHDMC in promoting sustainable practices and groundwater protection measures for businesses in the SWPA and the WR.
11. 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 Reports<sup>1</sup> (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 Riverside's website	Mid-Year Summary & Annual Report
11. Summary of updates regarding revision status of Zoning Code, as appropriate	Mid-Year Summary & Annual Report

*<sup>1</sup>Draft 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 Mid-year 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 PROFESSIONAL SERVICES

City: City of Dayton, Ohio  
Project: Source Water Protection Services  
Contractor: City of Riverside, Community Development Department

ESTIMATED BUDGET  
2026 Source Water Protection Agreement

Year 27 – Calendar 2026

**Expenses**

Salary, Benefits, Mileage, Supplies \$ 102,584.85

ESTIMATED BUDGET  
2027 Source Water Protection Agreement

Year 28 – Calendar 2027

**Expenses**

Salary, Benefits, Mileage, Supplies \$ 104,636.55

*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.*

2nd Reading

7.

By .....

No. 321710-26

**AN ORDINANCE**

Amending the Official Zoning Map to Establish  
Planned Development-194 and Change the  
Underlying Zoning from Light Industrial (I-1) to  
Eclectic Single-Family (ER-4) for 1.48 Acres at  
1508 Valley Street.

**WHEREAS**, Osman Gazi Mosque has requested that Planned Development-194 (“PD-194”) be established and the underlying zoning changed from I-1 (Light Industrial) to ER-4 (Eclectic Single-Family) for 1.48 acres at 1508 Valley Street (County Parcel ID: R72 05008 0011-14, 0040, and 0048 - 0050); and

**WHEREAS**, PD-194 is being established to allow for a church/religious assembly, which is a conditional use within the ER-4 zoning district; and

**WHEREAS**, The Plan Board, on December 9, 2025, in Case PLN2025-00371, held a public hearing and recommended approval on this zoning map amendment request; now, therefore,

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

**Section 1.** That PD-194 is established for approximately 1.48 acres at 1508 Valley Street, the specific boundaries of which are shown in Exhibit A. All property within the boundaries of PD-194 shall have a Planned Development overlay. The City’s official Zoning Map shall be redrawn to reflect the establishment of PD-194. The underlying zoning district will change from I-1 to ER-4.

**Section 2.** That the property described in Section 1 of this ordinance, PD-194, is subject to the conditions and land use controls set forth in Section 3 of this ordinance and collectively referred to as PD-194.

**Section 3.** That this Planned Development is primarily intended to allow for the construction and expansion of a church/religious, shown in Exhibit B.

Intent and Purpose:

This Planned Development is intended to allow for the expansion of the Osman Gazi Mosque located at 1508 Valley Street (parcels: R72 05008 0011-14, R72 05008 0040, and R72 05008 0048 – 0050).

To meet the goals and objectives of the development with the facilities that are required, while ensuring the development is compatible with the characteristics of the surrounding neighborhood, the development standards contained herein shall apply to the above referenced parcels.

### Land Use Regulations

1. The Planned Development shall permit the following uses by right as regulated herein:
  - a. Church/Religious Assembly
2. All other uses permitted by right, permitted by right with supplementary regulations, conditional uses or accessory uses shall be allowed in accordance with the underlying Zoning District specified in R.C.G.O Schedule 150.305.2 – ER-4 Eclectic Single-Family Residential District, although Final Plan approval shall be required for all proposed land uses and site design.

### Bulk Requirements

1. Minimum eastern elevation setback: 10 feet
2. Minimum southern elevation setback: 30 feet
3. Maximum northern elevation (taken at the closest building corner) setback: 20 feet
4. Building orientation is as depicted on the final plan

### Off-Street Vehicle Parking Regulations and Vehicular Access:

Seven (7) off-street parking spaces, including ADA parking spaces, are permitted to be on site with parking areas B and C, as depicted on the site plan, utilized to provide no less than 240 parking spaces. A parking agreement must be signed between the Osman Gazi Mosque and business at 1602 Valley Street stating that mosque attendees can utilize the parking spots as needed.

### Signage

All signage shall comply with the requirements of section 150.900.4

### Landscaping and Design Provisions

1. All green space and landscaping shall be provided as depicted on the final plan.
2. Retain existing trees where feasible.
3. All trees shall be of an approved medium or large tree species as enumerated in R.C.G.O. Section 150.800.7 and have a minimum caliper between 2.0 and 2.5 inches, and a clear trunk height of at least six (6) feet.
4. Screening and enclosure of trash, recycling, and grease containers shall conform with R.C.G.O. Section 150.800.10 - Screening of Accessory Uses, so as not to be visible from the public right-of-way or adjoining properties.
5. The property owner and/or lessee shall maintain in perpetuity all fencing, screening, landscaping, and ground surfaces in good condition and keep them neat and orderly in appearance and free of refuse, debris, and weeds. All damaged fencing, screening, and landscaping, and ground surfaces shall be removed, repaired, or replaced within thirty (30) days or in an acceptable timeframe as determined by the Zoning Administrator.

Sidewalks

Pedestrian access from the public sidewalk network to the primary structure shall be provided and constructed as depicted on the final plan.

Utility Regulations

1. A site drainage plan shall be submitted to the Divisions of Water Engineering and Civil Engineering for approval.
2. All proposed utilities shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.
3. Utility placement may be modified by the Plan Board with due consideration to environmental concerns.

Plan Adjustments and Interpretation:

Minor adjustments to this Planned Development may be made per 150.350 of the Zoning Code. The Plan Board may interpret and make modifications to the provisions of this Planned Development, provided that such interpretations and modifications are in substantial conformity with the intent, purpose, and overall design concept of this development.

Passed by the Commission . . . . ., 2026

Signed by the Mayor . . . . ., 2026

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

Attest:

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

Approved as to form:

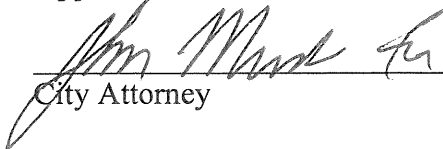
  
\_\_\_\_\_  
City Attorney

EXHIBIT A

PLANNED DEVELOPMENT BOUNDARIES

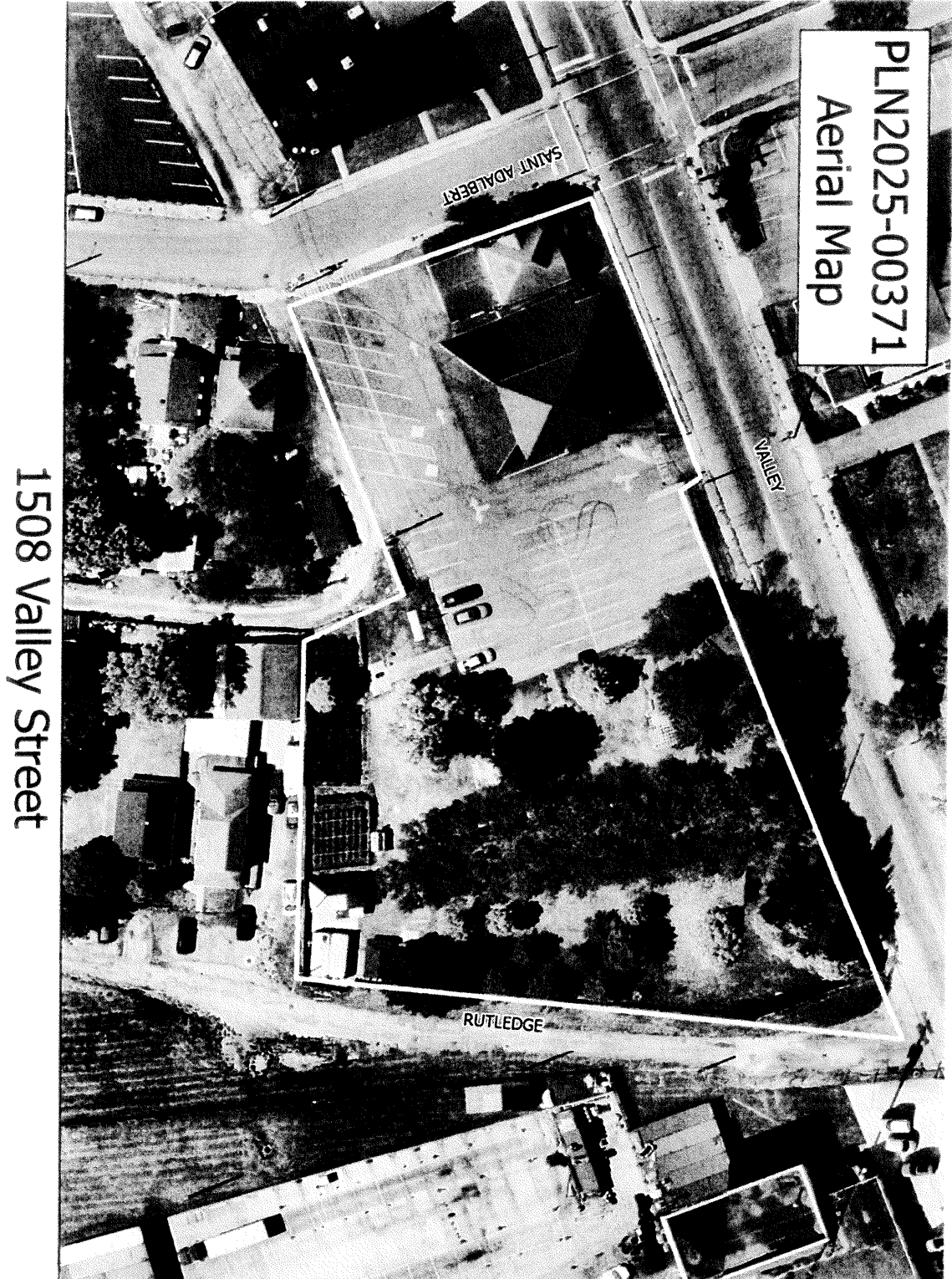


EXHIBIT B  
SUBMITTED PLANS

