



## CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

FEBRUARY 25, 2026

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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: **Monthly Demolition Update**
  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: **Housing Policy Workplan – 10 am – PRC**  
<https://www.daytonohio.gov/govtv>
  18. Miscellaneous (**See Section VI**)
- 

### II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

#### A. Purchase Orders, Agreements, and Contracts:

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

#### 1. Purchase Orders:

##### POLICE

**A1. Four-U Office Supplies** (office furniture, fixtures, equipment and installation)

**\$101,118.31**

1. (cont'd):

WATER

- B1. **Hawkins, Inc.** (Sodium Hypochlorite as needed through 12/31/28) **\$1,725,000.00**
- B2. **Perry Products Corporation** (heat exchanger parts, supplies, materials and related items as needed through 12/31/26) **\$53,000.00**
- B3. **Friends Service Company, Inc. dba Friendsoffice** (office furniture, fixtures, equipment and installation) **\$74,875.98**  
-Departments of Police & Water. Total: **\$1,953,994.29**

**Service Agreements:**

- 2. **Digitech Computer, LLC – Contract Modification –** Emergency Medical Services Billing and Collections – Department of Finance/Accounts Receivable Collections. **\$428,000.00**  
(Thru 12/31/26)
- 3. **St. Vincent Health, Wellness & Preventative Care Institute, Inc. dba Ascension St. Vincent Public Safety – Service Agreement –** to administer a Wellness-Fitness Program for the Department of Fire – Department of Human Resources. **\$85,000.00**  
(Thru 12/31/26)

**B. Awards of Contract:**

- 4. **L.J. DeWeese Co., Inc – Award of Contract –** Great Miami Bikeway Connector (Open Market) (Federal TA Funds) (General Capital Funds) – Department of Public Works/Civil Engineering. **\$147,345.00**  
(Thru 07/03/27)
- 5. **Outdoor Enterprise, LLC – Award of Contract –** Miami Well Field Expansion Phase 2 (5% MBE Participation Goal/5% MBE Achieved) – Department of Water/Water Supply and Treatment. **\$5,634,200.00**  
(Thru 12/31/28)

**E. Other:**

- 6. **Hamilton County – Payment of Voucher –** for contracted crime lab services with Hamilton County – Department of Police/Investigations. **\$7,443.90**

#### **IV. LEGISLATION:**

##### **Emergency Resolution – First & Second Reading**

7. **No. 6919-26** Authorizing the City Manager to Accept a Lead Hazard Reduction and Healthy Homes Grant from the U.S. Department of Housing and Urban Development (“HUD”) for a Total Amount of Seven Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$7,750,000.00) on Behalf of the City of Dayton and Declaring an Emergency.

##### **Emergency Ordinance – First Reading**

8. **No. 32178-26** Authorizing the Purchase of Real Estate in Parcels R72-00806-0001, R72-00806-0002, R72-00806-0003 and R72-00806-0009 and Declaring an Emergency.

##### **Ordinance – Second Reading**

9. **No. 32177-26** Appropriating Funds for the Year 2026 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

##### **Resolutions – Second Reading**

10. **No. 6917-26** Declaring the Intention of the Commission to Vacate the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.
11. **No. 6918-26** Declaring the Intention of the Commission to Vacate the Vicksburg Street from Maywood Avenue to Maywood Avenue.

**VI. MISCELLANEOUS:**

**ORDINANCE NO. 32179-26**

**RESOLUTION NO. 6920-26**

**IMPROVEMENT RESOLUTION NO. 3599-26**

**INFORMAL RESOLUTION NO. 1016-26**



# City Manager's Report

FOR CITY COMMISSION APPROVAL

From **5380 - Finance/Procurement**

Date **February 25, 2026**

Expense Type **Purchase Order**

Total Amount **\$ 1,953,994.29**

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

### POLICE

(A1) P0260844 – FOUR-U OFFICE SUPPLIES, CELINA, OH

- Office furniture, fixtures, equipment and installation.
- These goods and services are required to provide office furniture at the new Police substation at the RTA hub.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 25037S with pricing through 9/30/2029.
- The Department of Police recommends approval of this order.

| Fiscal Year | Fund Source(s)       | Fund Code(s)       | Fund Amount(s) |
|-------------|----------------------|--------------------|----------------|
| 2026        | Miscellaneous Grants | 28150-6210-1301-71 | \$101,118.31   |

Signatures/Approval

*Approved by City Commission*

Division

Department

City Manager

Clerk

Date

WATER – WATER RECLAMATION(B1) P0260835 – HAWKINS, INC., DAYTON, OH

- Sodium Hypochlorite solution as needed through 12/31/2026.
- This chemical is required for disinfection of the effluent before discharge into the Great Miami River to ensure compliance with the Ohio EPA.
- Eleven (11) possible vendors were solicited and five (5) bids were received. This order establishes a price agreement per IFB 26020JF with pricing options through 2/28/2029.
- The Department of Water requests additional authority of \$1,175,000.00 through 12/31/2028.
- Hawkins, Inc. qualifies as a Dayton local entity.
- The Department of Water recommends acceptance of the lowest and best bid.

| <u>Fiscal Year</u> | <u>Fund Source(s)</u>         | <u>Fund Code(s)</u> | <u>Fund Amount(s)</u> |
|--------------------|-------------------------------|---------------------|-----------------------|
| 2026               | Sanitary Sewer Operating Fund | 55000-3460-1316-54  | \$550,000.00          |
| 2027               | Sanitary Sewer Operating Fund | 55000-3460-1316-54  | \$575,000.00          |
| 2028               | Sanitary Sewer Operating Fund | 55000-3460-1316-54  | \$600,000.00          |

(B2) P0260837 – PERRY PRODUCTS CORPORATION, HAINESPORT, NJ

- Heat exchanger parts, supplies, materials and related items as needed through 12/31/2026.
- These goods are required for the maintenance of the digester gas system at the Water Reclamation Facility.
- Perry Products Corporation is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

| <u>Fiscal Year</u> | <u>Fund Source(s)</u>         | <u>Fund Code(s)</u> | <u>Fund Amount(s)</u> |
|--------------------|-------------------------------|---------------------|-----------------------|
| 2026               | Sanitary Sewer Operating Fund | 55000-3460-1301-54  | \$53,000.00           |

WATER – WATER UTILITY FIELD OPERATIONS

(B3) P0260804 – FRIENDS SERVICE COMPANY, INC. dba FRIENDSOFFICE, MORaine, OH

- Office furniture, fixtures, equipment and installation.
- These goods and services are required to provide office furniture at multiple locations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 25037S with pricing through 9/30/2029.
- 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               | Water Operating Fund          | 53000-3445-1301-54  | \$35,000.00           |
| 2026               | Sanitary Sewer Operating Fund | 55000-3445-1301-54  | \$20,000.00           |
| 2026               | Storm Water Operating Fund    | 58000-3445-1301-54  | \$19,875.98           |

The aforementioned departments recommend approval of this order.



# City Manager's Report

FOR CITY COMMISSION APPROVAL

2

From 5340 - Finance/A/R Collections

Date February 25, 2026

Expense Type Contract Modification

Total Amount \$428,000.00 thru 12/31/26

Supplier, Vendor, Company, Individual

Name Digitech Computer, LLC

Address 480 Bedford Road, Building 600, 2nd Floor  
Chappaqua, NY 10514

| Fund Source(s) | Fund Code(s)       | Fund Amount(s) |
|----------------|--------------------|----------------|
| General Fund   | 10000-5340-1159-64 | \$428,000.00   |

Includes Revenue to the City   Affirmative Action Program

Description

### Professional Billing Service Agreement Emergency Medical Services Billing and Collections

The Department of Finance is requesting City Commission approval to increase the authority of the Professional Billing Service Agreement with Digitech Computer, LLC ("Digitech") in the amount of \$428,000.00 through December 31, 2026. The Agreement includes billing and collections support for the City's Emergency Medical Services (EMS).

The current Agreement was approved by the City Commission on December 20, 2023, in the amount of \$1,200,000.00 for a period of three (3) years, commencing on January 1, 2024, with two (2) successive one-year renewals. An Amendment, which modified the scope of the Agreement to allow Digitech to process patient refunds on behalf of the City, was approved by the City Manager's Office on April 24, 2025. This request will increase the total authorization for the Agreement to \$1,628,000.00.

EMS revenue collected by Digitech has grown steadily since the current billing and collection services commenced in 2019. Total revenue was 90% higher in 2025 than in 2019, largely due to growth in the number of annual billable transports, combined with Digitech's software platform upgrades, billing technology, and collections experience.

Digittech's fee during the term of the Agreement, including the one-year renewal periods, is 7.17% of monthly revenue collected. Digitech also charges a flat fee of \$13.50 for each patient refund processed. The additional authority of \$428,000.00 is needed to cover these fees to ensure the steady and timely generation of EMS revenue, which is estimated to be \$7,600,000.00 in 2026. Existing budget is available to cover the additional authority.

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

A Certificate of Funds in the amount of \$428,000.00 through December 31, 2026, and copies of the Agreement and Amendment are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

*Kena L Brown*  
*C. Lashua Jaxon*

Clerk

Date

## MEMORANDUM



February 11, 2026

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

**FROM:** Kena Brown, Director *KB*  
Department of Finance

**SUBJECT:** *Request for Additional Authority for Professional Billing Service Agreement with Digitech Computer, LLC*

The Department of Finance is requesting City Commission approval to increase the authority of the Professional Billing Service Agreement with Digitech Computer, LLC ("Digitech") in the amount of \$428,000.00 through December 31, 2026. The Agreement includes billing and collections support for the City's Emergency Medical Services (EMS). Digitech was selected via a Request for Proposal process in 2018 and has provided these services to the City since January 1, 2019.

The current Agreement was approved by the City Commission on December 20, 2023, in the amount of \$1,200,000.00 for a period of three (3) years, commencing on January 1, 2024, with two (2) successive one-year renewals. An Amendment, which modified the scope of the Agreement to allow Digitech to process patient refunds on behalf of the City, was approved by the City Manager's Office on April 24, 2025. This request will increase the total authorization for the Agreement to \$1,628,000.00.

The following table summarizes the total annual EMS revenue collected, and the corresponding fees charged, by Digitech from 2019 to 2025, as well as the number of EMS billable transports during that period.

| Year      | EMS Revenue    | Billing and Collection Fees | EMS Billable Transports |
|-----------|----------------|-----------------------------|-------------------------|
| 2019      | \$4,067,103.26 | \$282,663.68                | 22,905                  |
| 2020      | \$4,608,928.07 | \$302,124.79                | 21,171                  |
| 2021      | \$4,914,183.66 | \$321,909.05                | 22,197                  |
| 2022      | \$5,198,608.99 | \$340,508.88                | 23,282                  |
| 2023      | \$5,850,653.46 | \$383,217.80                | 24,409                  |
| 2024      | \$6,965,433.28 | \$495,110.42                | 24,281                  |
| 2025      | \$7,728,223.14 | \$554,054.12                | 24,797                  |
| 2026 Est. | \$7,600,000.00 | \$550,000.00                | 24,500                  |

EMS revenue collected by Digitech has increased every year and was 90% higher in 2025 than in 2019. While a portion of this revenue growth can be attributed to the increase in billable transports, Digitech's software upgrades, billing technology, and collections experience have also contributed to the improved revenue generation.

Digitech's fee during the term of the Agreement, including the one-year renewal periods, is 7.17% of monthly revenue collected. Digitech also charges a flat fee of \$13.50 for each patient refund processed. Currently, \$122,000.00 has been encumbered. The additional authority of \$428,000.00 is needed to support these collection and refund efforts during the remainder of the current Agreement period ending December 31, 2026 which will result in an estimated revenue of \$7,600,000.00. Existing budget is available to cover the additional authority.

A Certificate of Funds in the amount of \$428,000.00 through December 31, 2026 and copies of the Agreement and Amendment are attached.

KLB/bss

# CERTIFICATE OF FUNDS

*CT26-2160  
CARD#1*

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

NO DRAFT DOCUMENTS PERMITTED

New Contract     
  Renewal Contract     
  Change Order:

|                               |                 |
|-------------------------------|-----------------|
| Contract Start Date           | 01/01/24        |
| Expiration Date               | 12/31/26        |
| Original Commission Approval  | \$ 1,200,000.00 |
| Initial Encumbrance           | \$ 1,200,000.00 |
| Remaining Commission Approval | \$ -            |
| Original CT/CF                | CT24-2160       |
| Increase Authority            | \$ 428,000.00   |
| Increase Encumbrance          | \$ 428,000.00   |
| 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 City Manager's Report         |
| <u>X</u>               | Copy of Original Certificate of Funds |

|  |  |
|--|--|
| Amount: <u>\$ 428,000.00</u><br><br>Fund Code <u>10000 - 5340 - 1159 - 64 - XXX - XXXX</u><br><small style="display: flex; justify-content: space-around; font-size: small;">Fund    Org    Acct    Prog    Act    Loc</small> | Amount: _____<br><br>Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXXX</u><br><small style="display: flex; justify-content: space-around; font-size: small;">Fund    Org    Acct    Prog    Act    Loc</small> |
| Amount: _____<br><br>Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXXX</u><br><small style="display: flex; justify-content: space-around; font-size: small;">Fund    Org    Acct    Prog    Act    Loc</small>                   | Amount: _____<br><br>Fund Code <u>XXXX - XXX - XXX - XX - XXX - XXXX</u><br><small style="display: flex; justify-content: space-around; font-size: small;">Fund    Org    Acct    Prog    Act    Loc</small> |

**Attach additional pages for more FOAPALs**

Vendor Name: Digitech Computer, LLC  
 Vendor Address: 480 Bedford Road, Building 600, 2nd Floor, Chappaqua, NY 10514  
Street                                  City                                  State                                  Zipcode + 4  
 Federal ID: 11-2693136  
 Commodity Code: 94633  
 Purpose: To encumber additional funds for EMS billing and collection service support for the City of Dayton for the 2026 calendar year.

Contact Person: Lisa D. Fletcher      Finance/Treasury Administration      2/9/2026  
Department/Division                                  Date

Originating Department Director's Signature: *Kina Y Brown*

**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.

*Kina Y Brown*  
 Finance Director Signature  
*Constantine Jones*  
 CF Prepared by  
*SA 2/17/26*

2/17/26  
 Date  
2/17/26      CT26-2160  
 Date                                  CF/CT Number  
*CARD#1*

# CERTIFICATE OF FUNDS

CT26-2160

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

**NO DRAFT DOCUMENTS PERMITTED**

|  |                               |  |
|--|-------------------------------|--|
| <u>                    </u> New Contract | <u>  X  </u> Renewal Contract | <u>                    </u> Change Order   |
| Contract Start Date                      | 01/01/24                      | <b>Required Documentation</b><br><br>_____ Initial City Manager's Report<br>_____ Initial Certificate of Funds<br>_____ Initial Agreement/Contract<br><br>_____ X Copy of City Manager's Report<br>_____ X Copy of Original Certificate of Funds |
| Expiration Date                          | 12/31/26                      |  |
| Original Commission Approval             | \$ 1,200,000.00               |  |
| Initial Encumbrance                      | \$ 1,078,000.00               |  |
| Remaining Commission Approval            | \$ 122,000.00                 |  |
| Original CT/CF                           | CT24-2160                     |  |
| Increase Authority                       | \$ -                          |  |
| Increase Encumbrance                     | \$ 122,000.00                 |  |
| Decrease Encumbrance                     | \$ -                          |  |
| Remaining Commission Approval            | \$ -                          |  |

|   |  |
|---|--|
| Amount: <u>  \$ 122,000.00  </u><br><br>Fund Code <u>10000 - 5340 - 1159 - 64 - XXXX - XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small> | Amount: _____<br><br>Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small> |
| Amount: _____<br><br>Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: small;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>                    | Amount: _____<br><br>Fund Code <u>XXXXX - XXXX - XXXX - XX - XXXX - XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: small;"> <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:           Digitech Computer, LLC          

Vendor Address:           480 Bedford Road, Building 600, 2nd Floor, Chappaqua, NY 10514            

Street
City
State
Zipcode + 4

Federal ID:           11-2693136          

Commodity Code:           94633          

Purpose:           To encumber funds for EMS billing service support for the City of Dayton for the 2026 calendar year.          

Contact Person:           Lisa D. Fletcher                     Finance/Treasury Administration                     11/26/2025            

Department/Division
Date

Originating Department Director's Signature:           *Kim Y Brown*          

**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.

|   |   |  |
|---|---|--|
| <u>          <i>Kim Y Brown</i>          </u><br>Finance Director Signature | <u>          12/17/25          </u><br>Date   |  |
| <u>          Magalle Diop          </u><br>CF Prepared by                   | <u>          12/10/2025          </u><br>Date | <u>          CT26-2160          </u><br>CF/CT Number |





# City Manager's Report

FOR CITY MANAGER APPROVAL

From 5340 - Finance/A/R Collections

Date April 21, 2025

Expense Type Contract Modification

Supplier, Vendor, Company, Individual

Total Amount \$ n/a

Name Digitech Computer, LLC

Address 480 Bedford Road, Suite C-202  
Chappaqua, NY 10514

| Fund Source(s) | Fund Code(s)       | Fund Amount(s) |
|----------------|--------------------|----------------|
| General Fund   | 10000-5340-1159-64 | n/a            |

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

**Description**

**Amendment to Professional Billing Service Agreement  
Emergency Medical Services Billing and Collections**

The Department of Finance requests permission to enter into an Amendment to the Professional Billing Service Agreement with Digitech Computer LLC (Digitech). The current Agreement with Digitech was approved by the City Commission on December 20, 2023 in the amount of \$1,200,000.00 through December 31, 2026. The term of the Agreement is for a period of three (3) years, commencing on January 1, 2024, with two (2) successive one-year renewals.

In December 2024, Digitech submitted a proposal for processing patient refunds in conjunction with the existing Emergency Medical Services (EMS) billing and collections support already offered. Although Digitech previously assisted with issuing refunds, the City is responsible for addressing duplicate payments and overpayments under the current Agreement. Finance recommends that Digitech resume processing refunds for these payments, as their technical capabilities and software solutions offer greater efficiency and enhanced security for transactions involving confidential information.

After evaluating the proposed fee of \$13.50 per refund and the estimated volume based on data from prior years, Finance does not anticipate that additional spending authority will be needed at this time.

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

**Signatures/Approval**

Approved by City Manager

C. Lushua Brown  
Division  
Kim H. Brown  
Department

C. Lushua Brown  
City Manager  
4-24-2025  
Date

Updated 4/16/2024

AMENDMENT NO. 1  
TO  
BILLING SERVICE AGREEMENT

This AMENDMENT NO. 1 ("Amendment") effective as of April 1, 2025 (the "Amendment Effective Date") by and between DIGITECH COMPUTER LLC ("DIGITECH") maintaining its principal place of business at 480 Bedford Road, Suite C-202, Chappaqua, NY 10514 and CITY OF DAYTON, OHIO ("CITY") maintaining its principal place of business at 101 West Third Street, Dayton, OH 45402. DIGITECH and CITY may individually be referred to as the "Party" and collectively as the "Parties".

*WHEREAS*, DIGITECH and CITY are parties to that certain Billing Service Agreement, effective December 29, 2023 (the "Billing Agreement"); and

*WHEREAS*, The Parties wish to amend certain provisions of the Billing Agreement to provide for refund services as set forth herein;

*NOW, THEREFORE*, In consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Billing Agreement as follows:

1. Billing Agreement, Rider A, Section I, Billing Services, shall be amended to include the following paragraph as B:

B. DIGITECH shall provide CITY refund services per the annexed proposal dated December 2024.

2. Billing Agreement, Rider A, Section IV, Fees/Billing, Collection and Reporting Services shall be amended to include the following language at the end of paragraph A:

CITY shall pay DIGITECH \$13.50 per refund for the refund services provided per Rider A, Section I(B).

3. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Billing Agreement. All terms and conditions of the Billing Agreement are hereby ratified and shall remain in full force and effect except to the extent this Amendment expressly modifies or is inconsistent with the terms and conditions of the Billing Agreement, in which case the terms of this Amendment shall be controlling.

**IN WITNESS OF**, the parties have executed this Amendment to the above-referenced Billing Agreement effective as of the Amendment Effective Date.

CITY OF DAYTON, OHIO

DIGITECH COMPUTER LLC

By: C. Fabrice Johnson  
City Manager

By: Walter C. Pickett II  
Walter C. Pickett II 17 2025 07:36 EDT

Walter C. Pickett II  
Chief Executive Officer

Date: 4-25-2025

Date: Apr 17, 2025

**APPROVED AS TO FORM  
AND CORRECTNESS:**

**Musto,** Digitally signed by  
**John** Musto, John  
Date: 2025.04.15  
17:05:04 -04'00'

City Attorney

**\*\*\*NO COMMISSION ACTION REQUIRED\*\*\***








# Dayton OH - Amd 1 - 4.1.25

Final Audit Report

2025-04-17

|                 |  |
|-----------------|--|
| Created:        | 2025-04-17                                 |
| By:             | Matt Mandell (matt@mandellmandell.com)     |
| Status:         | Signed                                     |
| Transaction ID: | CBJCHBCAABAADizD0X-6N3MsQISSwWd2fQEkeRlOru |

## "Dayton OH - Amd 1 - 4.1.25" History

-  Document digitally presigned by Musto\, John  
2025-04-15 - 9:05:04 PM GMT- IP address: 96.246.169.167
-  Document created by Matt Mandell (matt@mandellmandell.com)  
2025-04-17 - 11:25:05 AM GMT- IP address: 96.246.169.167
-  Document emailed to wpickett@digitechcomputer.com for signature  
2025-04-17 - 11:25:45 AM GMT
-  Email viewed by wpickett@digitechcomputer.com  
2025-04-17 - 11:26:22 AM GMT- IP address: 104.47.66.126
-  Signer wpickett@digitechcomputer.com entered name at signing as Walter C. Pickett II  
2025-04-17 - 11:26:48 AM GMT- IP address: 47.19.0.166
-  Document e-signed by Walter C. Pickett II (wpickett@digitechcomputer.com)  
Signature Date: 2025-04-17 - 11:26:50 AM GMT - Time Source: server- IP address: 47.19.0.166
-  Agreement completed.  
2025-04-17 - 11:26:50 AM GMT



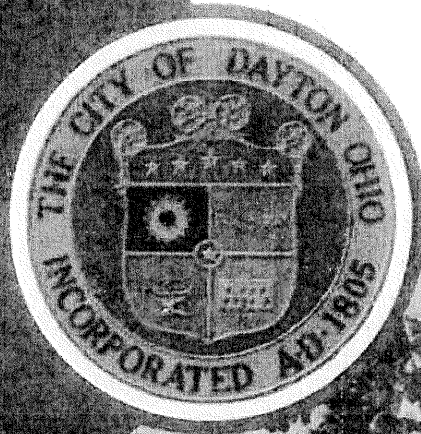
Adobe Acrobat Sign



Digitech Computer LLC  
480 North Bedford Road  
Building 600, Second Floor  
Chappaqua, New York 10514  
(914) 741-1919  
digitechcomputer.com

# Proposal

Refund Services  
The City of Dayton  
December 2024



## REFUND SERVICES

Digitech is pleased to offer this proposal to the City of Dayton, OH, for refund services.

### SCOPE OF WORK

Digitech will review overpayments, identify cases where a refund is required, and present Dayton with a list of the needed refunds along with the supporting documentation monthly.

The City will fund the refund bank account after reviewing and approving the refund request. Digitech will then cut the refund checks and update the accounts in our billing system, Ambulance Commander, to relieve the AR.

Digitech will also research returned checks with bad addresses, refunds for deceased patients, stale dated checks, and misdirected checks by insurance company; handle patient inquiries regarding refunds; and alert the City of stale dated checks.

### REQUIREMENTS

Requirements for this process include:

- + The City of Dayton must establish a bank account to be used for refunds.
- + Refund requests must be approved within five (5) business days to limit duplicate refunds due to recoupment by insurance payers.
- + Digitech must have access to upload checks written and research cleared checks.
- + Stale dated checks (180 days after written) will be reviewed quarterly by Digitech. Stale dated checks and the accompanying refund will be voided in the accounting system and the City shall escheat the funds to the State.

### IMPLEMENTATION

Implementation can take up to six weeks due to ordering check stock.

### PRICE PROPOSAL

A total of 190 refunds were processed in 2023 for the City.

In 2024 there are a total of 232 refunds to be processed as of 12/20/24.

We are offering fees for refund services as follows:

- + \$13.50 per refund

We thank you for the opportunity to bid on refund services and look forward to further communications with you.



# CERTIFICATE OF FUNDS CT24-2160 CORD#1

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

|                                |                                    |  |
|--------------------------------|------------------------------------|--|
| <u>          </u> New Contract | <u>          </u> Renewal Contract | <u>  X  </u> Change Order                          |
| Contract Start Date            | 01/01/24                           | Required Documentation                             |
| Expiration Date                | 12/31/26                           |  |
| Original Commission Approval   | \$ 1,200,000.00                    |  |
| Initial Encumbrance            | \$ 384,000.00                      |  |
| Remaining Commission Approval  | \$ 816,000.00                      |  |
| Original CT/CF                 | CT24-2160                          |  |
| Increase Authority             | \$ -                               | <u>          </u> Initial City Manager's Report    |
| Increase Encumbrance           | \$ 136,000.00                      | <u>          </u> Initial Certificate of Funds     |
| Decrease Encumbrance           | \$ -                               | <u>          </u> Initial Agreement/Contract       |
| Remaining Commission Approval  | \$ 680,000.00                      | <u>  X  </u> Copy of City Manager's Report         |
|                                |                                    | <u>  X  </u> Copy of Original Certificate of Funds |

|  |   |
|--|---|
| Amount: \$ 136,000.00<br>Fund Code <u>10000</u> - <u>5340</u> - <u>1158</u> - <u>64</u> - <u>XXX</u> - <u>XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small> | Amount: _____<br>Fund Code <u>XXXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small> |
| Amount: _____<br>Fund Code <u>XXXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: 8px;"> <span>Fund</span> <span>Org</span> <span>Acct</span> <span>Prog</span> <span>Act</span> <span>Loc</span> </small>        | Amount: _____<br>Fund Code <u>XXXXX</u> - <u>XXXX</u> - <u>XXXX</u> - <u>XX</u> - <u>XXXX</u> - <u>XXXX</u><br><small style="display: flex; justify-content: space-between; font-size: 8px;"> <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: Digitech Computer, LLC

Vendor Address: 480 Bedford Road, Building 800, 2nd Floor, Chappaqua, NY 10514  

Street
City
State
Zipcode + 4

Federal ID: 11-2693136

Commodity Code: 94633

Purpose: To encumber additional funds for EMS billing service support for the City of Dayton for the 2024 calendar year.

Contact Person: Lisa D. Fletcher      Finance/Tax & Accounting Admin      10/21/2024  

Department/Division
Date

Originating Department Director's Signature: *Kena S. Brown*

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 S. Brown*      10/25/24  

Finance Director Signature
Date

*Christina Jones*      10/25/24      CT24-2160      CORD#1  

CF Prepared by
Date
CF/CT Number





# City Manager's Report

8

From **6340 - Finance/Revenue Admin**

Date **December 20, 2023**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$1,200,000.00 thru 12/31/2026**

Name **Digitech Computer, LLC**

Address **490 Bedford Road Bldg. 900 2nd Floor  
Chappaqua, NY 10514**

| Fund Source(s) | Fund Code(s)       | Fund Amount(s) |
|----------------|--------------------|----------------|
| General Fund   | 10000-6340-1158-64 | \$1,200,000.00 |

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

Description

**Professional Billing Service Agreement  
Emergency Medical Services Billing and Collections**

The Department of Finance requests approval to enter into an Agreement with Digitech Computer LLC (Digitech) for a Professional Billing Service Agreement to provide Emergency Medical Services (EMS) Billing and Collections in the amount of \$1,200,000.00. This Agreement for Digitech commences on January 1, 2024, through December 31, 2026. This Agreement may be renewed for two (2) one-year renewals at the discretion of the City.



Digitech is the original vendor contracted through an RFP Process in 2018. Their performance has been highly effective through their procedures, technical capabilities, security, risk mitigation, and billing software solutions, which provided greater functionality and compliance with government mandates such as HIPAA and Medicare/Medicaid. Digitech has invested in security software upgrades and has offered multiple payment options to increase revenue collection. Since the start of the Agreement in 2019 through September 30, 2023, Digitech has successfully assisted in collecting \$22,645,864.44 in EMS revenue. Digitech has agreed to hold the price at 7.17% for the initial three-year term and also to include the purchase of fifteen (15) Toughbooks at an average price of \$6,000.00 per laptop, which consists of a five (5) year warranty and will become the property of the City of Dayton at the end of the term.


The Department of Finance and the Department of Fire recommend using Digitech. The initial cost of the Agreement, beginning January 1, 2024, through December 31, 2026, is \$1,200,000.00, not including the optional renewals.

The Department of Law has reviewed and approved the Agreement for form and correctness.

A Certificate of Funds in the amount of \$384,000.00 is attached to cover the period of January 1, 2024, through December 31, 2024.

Signature and Approval

Division  
  
 Department  
  
 City Manager

Approved by City Commission  
  
 Clerk  
 Date 12-20-23

FORM NO. MS-16

Updated 10/2019

## PROFESSIONAL BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT dated this day of December 29, 2023 ("Agreement") between DIGITECH COMPUTER LLC ("DIGITECH"), maintaining its principal place of business at 480 Bedford Road, Bldg. 600, 2<sup>nd</sup> floor, Chappaqua, NY 10514 and CITY OF DAYTON, OHIO ("CITY") maintaining its principal place of business at 101 West Third Street, Dayton, Ohio 45402.

### WITNESSETH THAT:

The parties hereby agree as follows:

#### **I. SERVICES**

- A. DIGITECH shall provide the services in accordance with the provisions of this Agreement as specified in Sections I, II, and III of Rider A and the attached Exhibits.
  - a. Price Agreement (Exhibit A)

#### **II. PAYMENT**

- A. CITY agrees to compensate DIGITECH for the Services described in Rider A, as applicable.
- B. All payments will be due within thirty (30) days of receipt of DIGITECH's invoice.
- C. In the event an invoice is disputed in good faith, CITY is entitled to withhold only that part of the invoice that is in dispute. If an invoice is in dispute, the parties agree to consult in good faith to resolve any disputes regarding the invoice.
- D. If the uncontested invoice or uncontested portion of an invoice remains unpaid sixty (60) days from the invoice date, DIGITECH, at its option, may elect to suspend its Services under this Agreement upon fifteen (15) days prior written notice to CITY or terminate this contract upon forty-five (45) days prior written notice to CITY.
- E. In the event that the Services are terminated or suspended in accordance with paragraph D above, all undisputed outstanding invoices must be paid before the Services will be reactivated. Further, DIGITECH, at its option, may

require prepayment for future Services as a condition of reactivating CITY's account.

- F. All of CITY's contractual obligations, as stated herein, will remain in full force and effect throughout the suspension period to the extent required to allow DIGITECH to complete work that it has already started. Specifically, CITY shall remain liable for all fees due to DIGITECH as if this Agreement were not suspended, regardless of who performs the Services, for items that DIGITECH has commenced working on prior to the suspension. The purpose of this clause is to prevent CITY from terminating this Agreement by not paying DIGITECH. DIGITECH will have no liability to CITY for damages of any type or nature arising from the suspension of Services under this Article II.

### III. CONFIDENTIALITY

- A. With regard to the City's Protected Health Information ("PHI"), DIGITECH will perform the Services hereunder in accordance with the HIPAA Business Associate Agreement set forth in Rider B and applicable law.
- B. DIGITECH acknowledges and agrees that any and all information and material supplied by CITY to DIGITECH hereunder shall remain the property of CITY. DIGITECH will not make copies of such information or material except to the extent necessary to perform the Services under this Agreement. DIGITECH, its employees, agents, assigns, subcontractors, and successors shall keep strictly confidential all information designated by CITY as "confidential."
- C. CITY acknowledges and agrees that the software and all other systems related to the provision of Services hereunder are DIGITECH's confidential proprietary information, and CITY agrees that it will disclose such material only to those of its employees and agents who have a need to know, that it will use such material only in connection with the Services hereunder, and that it will take all reasonable precautions to prevent the disclosure of such confidential information to, or use by, any other party. CITY acknowledges and agrees that all software developed by DIGITECH for CITY using CITY's specifications, or DIGITECH's specifications, or a combination of both, will remain DIGITECH's confidential proprietary property, unless the parties have otherwise agreed in writing.
- D. CITY will not be obligated to provide DIGITECH with any information, which by law or its own policy may not be provided to DIGITECH. Upon

any termination of this Agreement, PHI will be treated as set forth in Rider B and applicable law.

- E. Each party agrees that during the term of this Agreement, and for a period of one year thereafter, it shall not hire or retain, as an employee or otherwise, any of the other party's employees unless the parties have otherwise agreed in writing.

#### **IV. TERM, TERMINATION AND RENEWAL**

- A. The initial term ("Initial Term") of this Agreement shall be for a three-year term commencing on January 1, 2024 with two (2) one-year renewal options.
- B. Provided that this Agreement has not been terminated, at the end of the Initial Term, the parties shall have two (2) 12-month options to renew. However, no such renewal of this Agreement shall be recognized or effective unless it is reduced to writing, which makes specific reference to this Agreement and executed by a duly authorized representative of the City of Dayton and DIGITECH..
- C. Except as otherwise provided in the Business Associate Addendum regarding a basis for termination for violation of the obligations of the Business Associate Addendum, either party may, upon thirty (30) days written notice via certified mail, identifying specifically the basis for such notice, terminate this agreement for breach of a material term or condition of this Agreement, provided that the party in breach shall not have cured such breach, or taken substantial steps toward curing such breach, within the fifteen (15) day period of being notified in writing, via certified mail, of the breach. This paragraph does not apply to nonpayment, which is addressed in paragraph II (D) above.
- D. Notwithstanding anything to the contrary in this Agreement, either party may immediately terminate this Agreement upon five (5) days prior written notice in the event:
  - 1. The other party becomes insolvent, bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to the appointment of a Trustee or receiver, or has an involuntary petition of bankruptcy filed against it, or

2. The legal authority of the other party to operate its facility or provide services as required hereunder is suspended or terminated, or
  3. A party hereto is excluded from participation in any state and/or federal health care program; or
  4. The Business Associate Addendum between DIGITECH and CITY is terminated.
- E. Upon the expiration (by non-renewal or otherwise) or termination of this Agreement, the parties shall proceed in accordance with Section XI — Transition Following Termination or Expiration below.
- F. Either party may terminate this Agreement, without cause, with 30 days prior written notice.

#### **V. INDEMNITY AND LIABILITY**

- A. DIGITECH shall indemnify and hold harmless the CITY and its agents, employees, and subcontractors ("Indemnified Party") from and against losses, liability, fines, suits, demands, arbitration fees, damages and expenses (including reasonable attorney's fees) due to claims made by third parties against an Indemnified Party arising from any act, omission, misrepresentation, fraud, violation of any law, breach of confidentiality, breach of the Business Associate Addendum, intellectual property violation, or any willful, wanton, reckless, or grossly negligent act committed by the defaulting party or its agents, employees, and subcontractors. Notwithstanding the foregoing, the defaulting party's liability shall be limited as set forth below in paragraphs V(B) through (J).
- B. To the extent permitted by law, DIGITECH's liability shall be limited to amounts paid by DIGITECH's errors and omissions insurance policy, excluding any applicable deductible or retention under that policy, for which DIGITECH shall remain liable. DIGITECH agrees to maintain no less than \$2,000,000 in errors and omissions insurance covering the performance of its duties set forth herein for the duration of this Agreement. If DIGITECH fails to obtain and maintain such insurance, there is no limitation of liability as set forth herein. Except as covered by insurance, in no event shall either party be liable to the other for any loss in profits or for any special, incidental, indirect, consequential, or

other similar damages (but excluding penalties and fines) suffered in whole or in part, in connection with this Agreement, even if a party or its agents have been advised of the possibility of such damages. Except as covered by insurance, in no event shall either party be liable for any delay or failure of performance that is due to causes or conditions beyond that party's reasonable control (this clause does not apply to CITY's payment obligations).

- C. By executing this Agreement, DIGITECH acknowledges and agrees that it will be providing services to the CITY as an "Independent Contractor." As an Independent Contractor for the CITY, DIGITECH shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Agreement. DIGITECH 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.
- D. DIGITECH, its employees, and any persons retained or hired by DIGITECH 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, DIGITECH shall be responsible for withholding and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state, and federal taxes. DIGITECH further acknowledges and agrees that none of its employees are public employees for the purpose of membership and/or participation in the Ohio Public Employees Retirement System ("OPERS").
- E. CITY specifically agrees that it is responsible to repay any overpayments, denials, recoupments, and/or offsets, including interest, penalties, and other fees, sought, demanded or initiated by any governmental or commercial carrier, payer or insurer in the event it is determined that CITY is not entitled to payment for its services rendered, or if any such carrier, payer or insurer determines that CITY has been paid any amounts in excess of what is otherwise due and payable under the terms of the applicable governmental or commercial benefit program or insurance policy. Except to the extent covered by insurance (including payment of deductible) or as a result of a fine or penalty, DIGITECH's liability regarding any such bill or claim will not exceed the fee paid to DIGITECH to process such item, except this limitation of liability shall not apply to any claims or liability that may arise

out of misrepresentation, fraud, or violation of any law, or any willful, wanton, or reckless or negligent conduct by DIGITECH. Notwithstanding the foregoing, DIGITECH shall pay any penalties and fees caused by its own negligence or willful misconduct.

- F. DIGITECH will not be liable in the event of recoupment caused by a change in federal or state regulations, or a change in the interpretation of federal or state regulations, or if DIGITECH is directed by the CITY to bill against DIGITECH's advice and an audit determines that the item/trip should not have been billed. CITY will not be entitled to any refund or credit of any fee paid to DIGITECH, and DIGITECH will have no liability whatsoever in the event of such recoupment, except where DIGITECH failed to conduct sufficient due diligence to remain current on any changes to or the interpretation of, applicable regulations.
- G. In the event that an internal or external audit of paid claims determines that there was an overpayment for which DIGITECH collected a fee based on claims given an incorrect level of service and/or inaccurate rates, DIGITECH will issue a credit to CITY for an amount equal to the DIGITECH fee earned on the amount overpaid and returned. Except as set forth above, the credit will be capped at the amount of the fee paid to DIGITECH for each adjusted claim.
- H. In the event that the CITY receives a duplicate payment or overpayment and must refund the payer (e.g., the insurance company paid the same invoice twice, or the insurance company and patient paid the same claim, or two different insurance companies paid the same claim), DIGITECH will give the CITY credit in an amount equal to the portion of DIGITECH's fee that applies to the duplicate payment or overpayment after CITY has refunded the payer.
- I. CITY acknowledges that DIGITECH is not a guarantor of collection, and that it shall not be responsible for any uncollected bills. CITY may subcontract with any third party to follow up regarding accounts that DIGITECH deems uncollectible after attempting to collect pursuant to the terms of this Agreement and Rider A.
- J. The rights and remedies in this Section constitute the exclusive rights and remedies of the parties with respect to matters indemnified under this Section.

## **VI. EXCLUSIVITY**

- A. CITY agrees that all billing Services outlined herein will be performed by DIGITECH exclusively during the term of this Agreement and for a period of at least one hundred twenty (120) days from the last transport date prior to the termination or expiration of this Agreement (the "Winding Down Period"), and any extensions or renewals thereof.**

## **VII. COMPLIANCE**

- A. DIGITECH warrants and represents that it maintains adherence to the Office of Inspector General of the Department of Health and Human Services Compliance Program Guidance for billing companies as published in the Federal Register, by the DHHS or OIG in other publications or by the Medicare Administrative Contractor for CITY's service area, including verification that no one on DIGITECH's staff is excluded from participation in any state and/or federal health care program.**
- B. DIGITECH agrees to comply with all applicable federal and state laws, including "anti-kickback," "excessive charges," and other regulations relevant to this Agreement.**
- C. CITY represents and warrants that it is not excluded from participation in any state and/or federal health care programs. CITY further agrees that they shall be responsible for verifying that none of CITY's employees are excluded from participation in any state and/or federal health care program and that every EMS crew member's license and certification are current and valid. CITY agrees to notify DIGITECH within five (5) business days of CITY's discovery that it is the subject of any actions, investigations or other proceedings that could lead to its exclusion from any state and/or federal health care programs.**
- D. CITY warrants that it will not send DIGITECH any trips provided by any excluded or improperly credentialed individuals.**
- E. DIGITECH warrants that it will not utilize any excluded individuals to perform any work on any of the CITY's trip claims.**
- F. CITY represents and warrants that it is permitted by law to charge a fee and/or otherwise bill and be paid for its services, and that all fees and charges**

of CITY are solely determined by CITY, and are consistent with CITY's legal obligations under any local, state and/or federal laws.

- G. CITY represents and warrants that it shall submit only truthful and accurate facts and documentation to DIGITECH for billing purposes. CITY is hereby advised that DIGITECH shall rely upon the documentation and factual representations made to it by CITY regarding the eligibility of the services rendered for payment according to applicable reimbursement laws, rules or policies.
- H. DIGITECH represents and warrants that all computer software, hardware, firmware, payment card processing policies, procedures, and related services utilized to process City of Dayton revenue transactions shall be:
1. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
  2. Fully compliant with standards established by the PCI Security Standards Council ([https:// www.pcisecuritystandards.org/index.shtml](https://www.pcisecuritystandards.org/index.shtml).)

The contractor shall provide and agree to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), and/or in an annual transmittal to the City of Dayton.

(<https://www.pcisecuritystandards.org/documents/PCI-DSS-v32-AOC-Merchant.docx?agreement=true&time=1493826893795> or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v32-AOC-Officer.docx?agreement=true&time=1493826893795>)

## VIII. INSURANCE

- A. DIGITECH shall maintain, at its expense, at minimum, the following insurance coverage during the term of this Agreement, any Winding Down period, and any extension and/or renewal thereof:
1. **Comprehensive General Liability.** Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage:
    - a) General Aggregate \$2,000,000
    - b) Products Liability \$50,000
    - c) Personal and Advertising \$1,000,000

d) Each Occurrence \$1,000,000

2. DIGITECH also shall maintain errors and omissions insurance coverage in an amount not less than \$2,000,000. Prior to the execution of this Agreement, DIGITECH shall provide proof of such coverage to CITY.

#### **IX. NOTICES**

A. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

to DIGITECH:

Mark Schiowitz, President & CEO  
DIGITECH COMPUTER LLC  
480 Bedford Road, Bldg. 600, 2<sup>nd</sup> floor  
Chappaqua, NY 10514

With a copy to :

contracts@digitechcomputer.com

If to CITY:

City of Dayton, Attn: Lisa Fletcher- Finance

101 W. Third St. Dayton, OH 45401

Lisa.fletcher@daytonohio.gov

#### **X. CITY RESPONSIBILITIES**

A. CITY agrees to provide DIGITECH all information required to perform the Services. Furthermore, CITY agrees to deliver said information by automated field data:

**Automated Field Data Collection**

**CITY's ePCR vendor shall:**

- a) Produce a daily billing file in the standard NEMSIS XML file format. The daily billing file will be one file containing all claims approved for billing since the last daily billing file;
- b) Include all data elements in the daily billing file required for billing. This includes, but is not limited to, date of service and signature information (both a signature signal & image instructions), unique ID per transport, unique ID per transport agency. Please refer to Exhibit C PCR Requirements for Billing for additional required fields;
- c) Produce and provide a PDF copy of the PCR for each call included in the NEMSIS XML file. The PDF must be named with the unique ID of the call.
- d) Automatically push the daily billing files via SFTP to DIGITECH's FTP server;
- e) Mutually agree on custom data elements with both CITY and DIGITECH for items such as treatments, supplies, etc.
- f) Allow DIGITECH employees to login to the secure website to:
  - (1) Manually produce a billing file based on the same billable claim criterion used to produce the daily billing.
  - (2) Easily look up transports by a unique ID, Date of Service and Patient Name;
  - (3) View details of transport, including additional documentation such as PCS, Hospital Face Sheet, etc.
- g) Provide a method for DIGITECH to produce a Reconciliation Report. The report will:
  - (1) Be an Excel spreadsheet.
  - (2) Include all billable claims for the specified date of service date range.
  - (3) Include columns for Unique Transport ID, Patient Name, Date of Service
- h) Work with DIGITECH to produce a seamless transport look-up integration between DIGITECH's Ambulance Commander System and the ePCR System.

- B. CITY agrees to provide copies of all remittances or electronic remittance files necessary for posting by DIGITECH within four (4) business days of receipt of remittance(s). DIGITECH requires the original, unaltered, or "raw" electronic payer file that is produced by the payer. DIGITECH will not accept files which have been modified by any non-payer party. DIGITECH will not accept paper remittances in lieu of electronic remittances. CITY agrees to pay charges incurred to convert a payer file back to its original, unaltered or "raw" state.
- C. In cases where DIGITECH has verified payment, but CITY cannot provide remittance advice, DIGITECH will provide such listing to CITY and CLIENT to allow DIGITECH to apply for such payments. CLIENT agrees that the application of such payments by DIGITECH will entitle DIGITECH to earn the fees described in Rider A, Section IV.
- D. CITY agrees to establish and maintain a broadband or high-speed internet connection, with a static address, from its place of business to the Internet. CITY shall maintain a bandwidth of at least 1MB/sec for every 5 active users.
- E. CITY agrees to complete and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to Medicare, Medicaid, and Blue Cross Blue Shield. DIGITECH shall confirm receipt of applications and continue follow-up with insurance processors until final approval, where possible. DIGITECH will inform CITY if the CITY's intervention is required by the processor.
- F. CITY agrees to authorize DIGITECH to execute and submit all Registration/Change of Information Applications with the insurance processors, including, but not limited to, Medicare, Medicaid, and Blue Cross/Blue Shield, where necessary.
- G. CITY agrees to pay for any enrollment or revalidation fees imposed by payers.
- H. Where possible, CITY agrees to flag non-billable claims prior to submission to DIGITECH for procedure coding.
- I. In the event that the CITY's lockbox does not provide electronic remittance data, the CITY agrees to email DIGITECH cash posting manager with

EFT/ACH amounts deposited and deposit dates for each payer paying via EFT/ACH on a daily basis.

## **XI. TRANSITION**

**A. In the event this Agreement terminates or expires under the provisions described in Section IV of this Agreement, the following shall occur (certain Service exclusions apply and may require an additional fee during the 120-day Winding Down Period. Any such additional fees would be subject to funding and approval requirements of the City):**

- 1. DIGITECH will cease all processing, including the collection services described in Rider A, Section II, sixty (60) days from the last transport date for which DIGITECH is responsible for processing ("Termination Date"). CITY will provide DIGITECH with remittance advice or cash receipt data for a period of at least one hundred twenty (120) days from the Termination Date (the "Winding Down Period") and shall pay to DIGITECH its fees on these receipts pursuant to Section IV of Rider A. DIGITECH will be entitled to all fees for its Services for the full 120 days after the Termination Date for which CITY receives remittances. Should the parties agree in writing to extend the Winding Down Period, DIGITECH shall be entitled to all fees for its Services for the entire time that the Winding Down Period is extended.**
- 2. Subsequent to the completion of all processing and cash posting, DIGITECH will provide the client with its data in SQL format assuming DIGITECH has been fully paid for services rendered.**
- 3. Upon expiration or termination of this Agreement, all additional services under Sections V and VI of Rider A shall cease unless the parties agree in writing to extend the term of such services to include the Winding Down Period.**
- 4. Upon termination or expiration of this Agreement, DIGITECH agrees to reasonably cooperate with CITY in transitioning from DIGITECH to another service provider of CITY's choosing.**

**XII. MODIFICATION; GOVERNING LAW; ARBITRATION; ENTIRE AGREEMENT, FURTHER ASSURANCES; SEVERABILITY; WAIVER; AUTHORITY; SUCCESSORS AND ASSIGNS**

A. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No waiver, supplement, amendment or modification of any provision of this Agreement shall be binding unless it is in writing and signed by all parties.

**B. DELAY IN PERFORMANCE**

Neither the CITY nor DIGITECH 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 DIGITECH under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors, and/or representatives.

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 the performance of this Agreement.

C. This Agreement shall be governed by the laws of the State of Ohio without giving effect to any choice of law or conflicts of laws, rules or provisions.

D. This Agreement, including the attached rider(s) and exhibit(s), contains the entire agreement between the parties relating to this transaction and supersedes all previous understandings and agreements between the parties relating to this subject matter. Each party acknowledges that it has not relied on any representation, warranty, or other assurance made by, or on behalf of, the other party except as expressly set forth herein.

E. From time to time, each party will execute and deliver such further instruments and will take such other action as the other party may

reasonably request in order to discharge and perform its respective obligations and agreements hereunder.

- F. Any provision of this Agreement prohibited by applicable law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.
- G. This Agreement may be the basis for an Interlocal or Cooperative Procurement Agreement, (subject to possible revisions in pricing for the new party only).
- H. The failure of either party to require strict performance of any provision will not diminish that party's right thereafter to require strict performance of any provision.
- I. The signatories below have the authority to sign on behalf of the respective parties.
- J. This Agreement shall be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.
- K. This Agreement and the duties and obligations placed on the parties, may not be assigned, except with the express written consent of the other party.
- L. DIGITECH affirms and certifies that it complies with the Ohio Revised Code Section 3517.13 limiting political contributions.
- M. DIGITECH 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 and may bar DIGITECH from receiving future City contracts.

**[Signature page follows]**

The hereto have executed [his Agreement on the day and year first above written.

CITY OF DAYTON, OHIO

DIGITECH COMPUTER LLC

By: *Joseph D. Parlette*

By: *Mark Schiowitz*

Name: Joseph D. Parlette  
Title: Deputy city manager

Name: Mark Schiowitz  
Title: President & CEO

Date: 12/29/23

Date: December 4, 2023

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

December 20 2023

Mtn/Bk I-18 Page \_\_\_\_\_

*Regina D. Blackshear*  
Clerk of Commission

APPROVED AS TO FORM  
AND CORRECTNESS

Musto, John Digitally signed by Musto, John  
Date: 2023.11.16 13:45:15 -0500  
City Attorney

**RIDER A**

**DESCRIPTION OF SERVICES, FEES AND CLIENT RESPONSIBILITIES**

This Rider is a part of the Agreement between DIGITECH and CITY OF DAYTON, OHIO dated 12/29/23

**I. BILLING SERVICES**

A. DIGITECH shall provide the following billing and collection services which are contingent upon CITY OF DAYTON, OHIO ("CITY") fulfilling the responsibilities outlined in Section X of the Agreement:

1. DIGITECH shall perform Patient Care Report ("PCR") processing, including:

- a) Review client-prepared PCR'S for content, level of service and diagnosis;
- b) Procedure Coding; and
- c) Eligibility and Insurance Research and Verification.

2. DIGITECH shall perform billing as follows:

- (1) Electronic Invoicing Medicare;
- (2) Commercial Insurance; and
- (3) Medicaid (billed weekly).
- b) Paper Invoicing
  - (1) CMS-1500 for Commercial Insurance;
  - (2) Self-Pay;
  - (3) Facility (where applicable); and
  - (4) CMS- 1500 for Medicaid (where applicable).

**II. COLLECTION SERVICES**

A. DIGITECH will provide the following collection services covering the following types of providers:

L Facility

- a) Submit a maximum of 3 invoices/notices, at 30-day intervals; and
- b) Make a maximum of 2 follow-up calls.

**2. Patient or Self Pay**

- a) **Mail a maximum of 3 invoices/notices at 30 day intervals;**
- b) **Make a maximum of 2 follow-up calls; and**
- c) **Recommend to CITY amounts to be placed in legal proceedings upon the earlier of DIGITECH's determination that the amount is uncollectible or 120 days from the first invoice date.**

**3. Insurance**

- a) **Submit a maximum of 3 invoices/notices, at 45 day intervals;**
- b) **Make a maximum of 3 follow-up calls; and**
- c) **File appeals upon notice of denial, where applicable.**

**4. Medicaid**

- a) **Process denials;**
- b) **Follow-up on pending claims; and**
- c) **Resubmissions.**

**5. Medicare**

- a) **Process denials;**
- b) **Follow-up on pending claims; and**
- c) **Resubmissions.**

**B. Claims resolution and appeals**

**C. Remittance Posting**

**D. Resubmission of denials, pending and held items**

**E. Interfacing with carriers on behalf of CITY**

**F. All payments received by payers for CITY shall be deposited into one or more bank accounts controlled by CITY, pursuant to CITY's written instructions.**

**G. DIGITECH will interface with CITY's collection agency as follows:**

- 1. **Create and download one collection file per month using the industry standard XML collection file format as described in Exhibit D and**
- 2. **In the event CITY's collection agency requires a format that differs from the industry standard XML format or requires more than one file submission per**

month, DIGITECH reserves the right to charge CITY additional fees as necessary. DIGITECH will not commence any such additional work without CLIENT's approval.

3. DIGITECH reserves the right to withdraw claims from collections if payment is received within 10 business days of sending the claim to collections.

### **III. REPORTING SERVICES**

- A. DIGITECH will grant CITY access to its billing services reporting system. Such reporting includes but is not limited to, Master Files, Receivable Tracking, Receivable Reporting, Financial Scorecard and System Reporting.
- B. DIGITECH shall use best efforts to send to CITY, via email, its standard monthly reporting package by the 5<sup>th</sup> calendar day of each month, which shall include:
  1. Accounting Reports
    - a) Sales original, sales payer re-class, adjustments, cash and aged accounts receivable (accounts receivable roll forward for general ledger entry); and
  2. Transport Reports
    - a) Per Trip Data and Collection Percentages.

### **IV. FEES/BILLING, COLLECTION AND REPORTING SERVICES**

- A. DIGITECH will charge a fee for the Services described above as follows:

CITY shall pay to DIGITECH a fee equal to 7.17 % of monthly EMS billing collections for the term of this Agreement. DIGITECH'S percentage fee will remain equal to 7.17% of monthly EMS billing collections during any renewal period agreed to by the parties under this Agreement.

CITY shall pay to DIGITECH its collection fee as set forth in this Section IV on all payments received by CITY on any claim processed by DIGITECH, including but not limited to revenue received by CITY related to any State-administered Ambulance Services Supplemental Payment Program. Said payment shall be in addition to any other fees CITY is obligated to pay to any

other entity or subcontractor to analyze and report costs that will help CITY realize said revenue.

**Note: DIGITECH's fee in Section IV(A) above does not include the processing of claims in which the CITY has a contractual obligation to transport and not bill (and are therefore uncollectible), such as prisoner transports. In addition, DIGITECH's fee does not cover non-ambulance transports such as ambulette, wheelchair, and medivan transports. Such additional fees will be negotiated per Rider A, Section V — Fees/Other below.**

**DIGITECH's percentage fees above include:**

- All costs reasonably related to the implementation of billing services for the City of Dayton
- Credit card merchant fees
- Lockbox fees

**All fees related for the hardware outlined below. The 15 Panasonic Toughbooks CP20 devices will become the City of Dayton's property after the 3-year contract.**

- **15 Panasonic TOUGHBOOK G2 devices including Win10 Pro, Intel Core i5-10310U 1.7GHz vPro (4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch +Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Infrared Webcam, 8MP Rear Camera, Standard Battery, TPM 2.0**
- **Keyboards and car chargers for each device**
- **5-Year Ultimate Care protection warranty and smart battery warranty for each device**
- **ESO ePCR software at today's rate (any additional modules added or ESO rate increases will be passed through to the City of Dayton at cost), including:**
  - **EHR Suite w/ QM & Mobile**
  - **CAD Integration**
  - **Cardiac Monitor**
  - **EHR Billing Standard Interface**
  - **Fax**

- EHR Training & Training travel costs
- GADCS consulting services, which includes all aspects of GADCS reporting – compiling, analyzing, and preparing all data required to be reported to CMS, and providing desk review and/or audit support following the submission of data
- All fees associated with ESO Solutions' Patient Care Reporting Software during the term of the Agreement are included:
  - i. ESO EHR Suite: \$2,849.17 per month
  - ii. EHR Fax: \$225 per month
  - iii. EHR Billing Interface: \$0 per month
  - iv. EHR CAD Integration: \$332.92 per month
  - v. EHR Cardiac Monitor Integration: \$157.92 per month

Any additional modules added or ESO rate increases will be passed through to the City of Dayton at cost.

- DIGITECH will not charge for any standard integration work to import data from the CITY's ePCR system into DIGITECH's system. However, DIGITECH is not responsible for any EMS reporting software fees from the ePCR vendor or any other third-party vendor or any fees outlined above.
- Training on the Ambulance Commander system for City employees.
- All mailing forms, billing forms, insurance forms, and envelopes necessary to perform all billing functions
- Any postage necessary to mail billing or other information to patients, insurance companies, third parties, and attorneys
- Availability of a national toll-free 800 number for patients, City of Dayton personnel, insurance companies, attorneys, and third parties to call for information or discussion of account status from 8 am — 6 pm EST.
- All fees related to comprehensive language interpreter services.
- All fees related to our national consumer database (Change Healthcare and Experian) searches for patient demographic information
- All fees related to the electronic submission of claims.
- Response to requests from patients and payers within two business days when additional information or documentation is required to process a claim.
- All fees and expenses associated with the hosting of DIGITECH's application.

- All hardware and software required by Digitech personnel to accurately and efficiently perform medical billing and collection
- 24-hour technical support
- Ongoing review of ePCR documentation by qualified Digitech staff.
- Maintenance of all billing records in industry-standard electronic formats in accordance with Federal, State, and Municipal record retention schedules, permitting transfer to a new vendor within 30 days.

**B. DIGITECH fees do not cover costs or additional fees associated with the placement of delinquent accounts with a third-party collection agency. Any fees earned by third party collection agencies from the collection or settlement of past-due accounts placed with such agencies shall be the responsibility of the CITY.**

**V. FEES/OTHER**

- A. Fees for the processing and/or collection of claims not covered by this Agreement shall be negotiated on a case-by-case basis. Such claims may include, but are not limited to, claims with dates of service not covered by this Agreement, non-ambulance claims, non-billable claims and claims where critical processing information may be available at an unreasonable cost.**
- B. Time expended by DIGITECH, on behalf of CLIENT, to cover services not covered by this Agreement or tasks that fall under the responsibility of the CLIENT shall be billed at a rate to be negotiated per clerk. Such services include, but are not limited to, data entry, scanning, and call-taking/input. No fees may be charged unless they are preapproved by the CLIENT, in writing, before being performed.**
- C. Time expended by DIGITECH programming staff on behalf of CLIENT to cover programming changes or additions not covered by this Agreement shall be billed at the then current hourly rate for the resources requirement.**
- D. DIGITECH may require a work order prior to the provision of such services.**

**(Remainder of Page Intentionally Left Blank)**

The parties hereto have executed this Rider on the day and year first above written on the day and year first above written

CITY OF DAYTON, OHIO

By: [Signature]

Name: Joseph D. Parlette

Title: Deputy City Manager

Date: 12/29/23

DIGITECH COMPUTER LLC

By: [Signature]

Name: Mark Schiowitz

Title: President & CEO

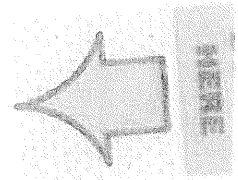
Date: December 4, 2023

APPROVED BY THE COMMISSION

OF THE CITY OF DAYTON, OHIO:

December 20 2023

Min./Bk. I-18 Page  
[Signature]  
Clerk of the Commission



APPROVED AS TO FORM AND CORRECTNESS

[Signature]  
City Attorney

The parties hereto have executed this Rider on the day and year first above written on the day and year first above written

CITY OF DAYTON, OHIO

DIGITECH COMPUTER LLC

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: **Mark Schiowitz**

Title: \_\_\_\_\_

Title: **President & CEO**

Date: \_\_\_\_\_

Date: **December 4, 2023**

**APPROVED BY THE COMMISSION**

**OF THE CITY OF DAYTON, OHIO:**

\_\_\_\_\_ **2023**

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

**APPROVED AS TO FORM AND CORRECTNESS**

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

## BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum"), is made and entered into by and between CITY OF DAYTON, OHIO ("Covered Entity") and DIGITECH COMPUTER LLC ("Business Associate"). This Addendum shall be a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information ("PHI") (as defined in Article I of this Addendum) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Addendum is effective as of the effective date of the Billing Service Agreement (the "Effective Date").

### RECITALS

WHEREAS, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), all as amended from time to time ("HIPAA"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the "HITECH Act"), and other applicable laws;

The parties do hereby agree as follows:

#### Article 1: Definitions

- 1.1 ~~Definitions~~ For the purposes of this Addendum, the following defined terms shall have the following definitions. All capitalized terms used in this Addendum but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable,

- (a) "Breach" has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at 13400(1) of the HITECH Act and 45 CFR 164.402.
- (b) "Data Aggregation" has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) "Designated Record Set" has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR 164.501.
- (d) "Health Care Operations" has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR 164.501.
- (e) "Limited Data Set" has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR 164.514.
- (f) "Privacy Standards" means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) "Protected Health Information" or "PHI" has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR 160.103.
- (h) "Unsecured Protected Health Information" has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at 13402(h) of the HITECH Act and 45 CFR 5164.402.

#### **Article 2: Duties of Business Associate**

**2.1 Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.

**2.2 Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR 164.308, physical safeguards as required by 45 CFR 164.310 and technical safeguards as required by 45 CFR 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR 164.316; (c) use its best efforts to

implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d) be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.

**2.3 Breach of Unsecured PHI.**

- (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure ("Acquisition") of Covered Entity's PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii) determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.
- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate's written notice shall include all available information required by 45 CFR 164.410 and other applicable law. Business Associate's written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

**2.4 Permitted Uses of PHI.** Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

**2.5 ~~Permitted Disclosure of PHI.~~** Business Associate shall not disclose PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Addendum), as permitted or required under the Billing Service Agreement (including this Addendum), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

**2.6 ~~Minimum Necessary.~~** Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.

**2.7 ~~Retention of PHI.~~** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement and make such PHI available to Covered Entity as set forth in this Addendum.

**2.8 ~~Safeguarding PHI.~~** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this addendum. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.

**2.9 ~~Agents and Subcontractors.~~** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.

**2.10 Reporting Unauthorized Use or Disclosure** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Addendum as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on the Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.

**2.11 Access to Information**. Within five (5) days of Covered Entity's request, Business Associate shall provide Covered Entity with access to Covered Entity's PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR 164.524.

**2.12 Availability of PHI for Amendment**. The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.

**2.13 Accounting of Disclosures**. Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR §164.528. For this

purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

**2.14 Agreement to Restriction on Disclosure.** If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.

**2.15 Accounting of Disclosures of Electronic Health Records ("EHR").** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

**2.16 Access to Electronic Health Records.** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR 164.524 and makes such a request to Business Associate,

Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR 164.524, as amended by the HITECH Act.

**2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.

**2.18 Limitations on Use of PHI for Marketing Purposes.** Business Associate shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless such communication (a) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR 164.501, and (b) complies with the requirements of subparagraphs (A), (B) or (C) of 13406(a)(2) of the HITECH Act. The Covered Entity shall cooperate with Business Associate to determine if the foregoing requirements are met with respect to any such marketing communication.

**2.19 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

**2.20 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

**2.21 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Addendum.

**2.22 Audit, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with the HITECH Act or this Addendum, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Addendum.

**2.23 Return of PHI at Termination.** Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Addendum shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.

**2.24 Retention of PHI.** Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.

**2.25 Business Associate's Performance of Obligations of Covered Entity** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s),

### **Article 3: Duties of Covered Entity**

**3.1 Using Appropriate Safeguards.** Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

### **Article 4: Term and Termination**

**4.1 Term.** The provisions of this Addendum shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Addendum,

**4.2 Termination by Covered Entity.**

- (a) A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Addendum, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary,

- 4.3 Termination by Business Associate.** If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Addendum, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.
- 4.4 Termination by Other Party.** Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

#### **Article 5: Miscellaneous**

- 5.1 Acknowledgment.** Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.
- 5.2 Change in Law.** The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Addendum), and to negotiate in good faith, if, in either party's business judgment, modification of the Billing Service Agreement (including this Addendum) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, and the HITECH Act.
- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Addendum will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

**5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.

**5.5 No Third-Party Beneficiaries.** Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**5.6 Interpretation.** Section titles in this Addendum are for convenience only, and shall not be used in interpreting this Addendum. Any ambiguity in this Addendum shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Addendum, the provisions of this Addendum shall prevail. Any reference in this Addendum to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

[Signature page follows]

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

Date: December 4, 2023

**CITY OF DAYTON, OHIO**  
(Covered Entity)

By: *Joseph D. Parlette*

Name: Joseph D. Parlette

Title: Deputy City Manager

Date: 12/29/23

**DIGITECH COMPUTER LLC**  
(Business Entity)

By: *Mark Schiowitz*

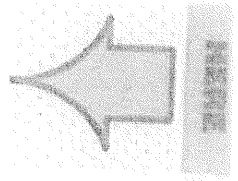
Name: Mark Schiowitz

Title: President & CEO

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

December 20, 2023

I-18 Min./Bk. Page  
Regina D. Blackshear  
Clark of the Commission



APPROVED AS TO FORM AND CORRECTNESS

*Jan Ward*  
CITY ATTORNEY

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

Date: December 4, 2023

**CITY OF DAYTON, OHIO**  
(Covered Entity)

**DIGITECH COMPUTER LLC**  
(Business Association)

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mark Schlowitz

Title: \_\_\_\_\_

Title: President &  
CEO

Date: \_\_\_\_\_

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

\_\_\_\_\_, 2023

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

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



# City Manager's Report

FOR CITY COMMISSION APPROVAL

3

From **5610 – Human Resources**

Date **February 25, 2026**

Expense Type **Service Agreement**

Supplier, Vendor, Company, Individual

Total Amount **\$85,000.00 thru 12/31/26**

Name **St. Vincent Health, Wellness & Preventative Care Institute, Inc. dba Ascension St. Vincent Public Safety**

Address **6612 E. 75th St., Suite 200 Indianapolis, IN 46250**

| Fund Source(s)                     | Fund Code(s)       | Fund Amount(s) |
|------------------------------------|--------------------|----------------|
| Claims Administration/Workers Comp | 65000-5610-1159-62 | \$85,000.00    |

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

**Description**

**Professional Service Agreement**

The Department of Human Resources in coordination with the Department of Fire ("DFD"), requests approval for an Agreement with St. Vincent Health, Wellness & Preventative Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical ("Public Safety Medical"), in the amount of \$85,000.00 to administer a Wellness-Fitness Program for the DFD.

It is DFD's intent to maintain a comprehensive health and wellness program with a key element being physicals for all uniformed employees working in the department. The Wellness-Fitness Program is designed to improve the quality of life for all firefighters and emergency responders while simultaneously seeking to prove the value of investing in wellness resources over time. The program follows those guidelines set forth in the Wellness Fitness Initiative as developed by the International Association of Firefighters and the International Association of Fire Chiefs and National Fire Protection Association (NFA) 1582.

Public Safety Medical is qualified and licensed to perform these services and warrants that all personnel engaged in the performance of required services are qualified and are permitted to perform them.

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

A Certificate of Funds in the amount of \$85,000.00 and a copy of the Agreement are attached.

McKenzie, Brent Digitally signed by McKenzie, Brent  
Date: 2026.02.10 10:30:55 -05'00'

**Signatures/Approval**

**Approved by City Commission**

Division  
McKenzie, Brent Digitally signed by McKenzie, Brent  
Date: 2026.02.10 10:31:07 -05'00'

Department  
*C. Kashua Taylor*  
City Manager

Clerk

Date

CT26-4405

# 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               | 12/31/26       |
| Original Commission Approval  | \$ 85,000.00   |
| Initial Encumbrance           | \$ 85,000.00   |
| Remaining Commission Approval | \$ -           |
| Original CT/CF                |                |
| Increase Encumbrance          |                |
| Decrease Encumbrance          | \$ -           |
| Remaining Commission Approval | \$ -           |

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

|   |   |
|---|---|
| Amount: <u>  \$85,000.00  </u>  | Amount: <u>                  </u>   |
| Fund Code <u>65000 - 5610 - 1159 62 - - -</u><br>Fund    Org    Acct    Prog    Act    Loc                  | Fund Code <u>      -      -      -      -      -      </u><br>Fund    Org    Acct    Prog    Act    Loc |
| Amount: <u>                  </u>   | Amount: <u>                  </u>   |
| Fund Code <u>      -      -      -      -      XXXX - XXXX</u><br>Fund    Org    Acct    Prog    Act    Loc | Fund Code <u>XXXX - XXXX - XXXX - XX - XXXX - XXXX</u><br>Fund    Org    Acct    Prog    Act    Loc     |

Attach additional pages for more FOAPALS

Vendor Name: St Vincent Health, Wellness & Preventative Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical

Vendor Address: 6612 E. 75th Street, Suite 200 Indianapolis IN 46250  
Street City State Zipcode + 4

Federal ID: 46-1227327

Commodity Code: 96154

Purpose: Reservation of 2026 funds for the Department of Fire Wellness-Fitness Program.

Contact Person: Kevin Kuntz      Fire Department      2/3/2026  
Department/Division Date

Originating Department Director's Signature: McKenzie, Brent      Digitally signed by McKenzie, Brent      HR  
Date: 2026.02.10 10:31:43 -05'00'

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

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

Kena S Brown  
Finance Director Signature

(Amanda) Jones  
CF Prepared by

2/17/26  
Date

2/17/26  
Date

CT26-4405  
CF/CT Number



**Dayton Fire Department  
2026 Service Agreement**

**Delivery Location: Department**

The following when signed by **St. Vincent Health, Wellness & Preventive Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical (PSM)**, 6612 E. 75th Street, Suite 200, Indianapolis, IN 46250 and **Dayton Fire Department, 300 N. Main St. Dayton, OH 45492** will constitute an agreement for delivery of the services described below under the following terms and conditions.

**A. Scope of Services**

a. PSM agrees to provide the following testing and evaluation services:

|  | DESCRIPTION  | EMR Code    | 2026    | Sworn   | Hazmat   | Respirator Clearance Only |
|--|--|-------------|---------|---------|----------|---------------------------|
| <b>Blood and Lab Work</b>  | <b>Blood Panel (CMP, CBC, Lipid, Veni.)</b>                | <b>3500</b> |         |         |          |                           |
|  | CMP (Comp. Metabolic Panel)                                | 3522        | \$3.37  | x       | x        |                           |
|  | CBC (Comp. Blood Count)                                    | 3083        | \$2.34  | x       | x        |                           |
|  | Lipid Panel (total chol., HDL, LDL, ratio)                 | 3523        | \$4.06  | x       | x        |                           |
|  | Venipuncture   | 3000        | \$0.00  | x       | x        |                           |
|  | Hemoglobin A1C (blood)                                     | 3112        | \$3.53  | x       | x        |                           |
|  | Quantiferon - Tb (Blood) (Hazmat Only)                     | 3545        | \$38.21 |         |          | x                         |
| Heavy Metals Panel, Blood (ars, merc, lead) (Hazmat Only)          | 3307   | \$145.91    |         |         | x        |                           |
| <b>Medical Testing</b>   | <b>Wellness Med. Testing:</b>                              | 12416       |         |         |          |                           |
|  | Vital Signs-ht, wt, BMI, BP, resp., pulse (Staff Time)     | 6000        | \$0.00  | x       | x        |                           |
|  | Vision-Acuity  | 6050        | \$1.00  | x       | x        |                           |
|  | PFT – Pulmonary Function Test                              | 6110        | \$4.84  | x       | x        |                           |
|  | Audiometry   | 6090        | \$0.00  | x       | x        |                           |
|  | EKG w/interp   | 6120        | \$1.33  | x       | x        |                           |
| Urinalysis – Dipstick  | 6020   | \$0.41      | x       | x       |          |                           |
| <b>Physical Exam (Staff Time Below)</b>                            | Respirator/Medical Review with Exam                        | 6304        | \$0.00  | x       | x        |                           |
|  | Respirator/Medical Review Clearance Only                   | 6304        | \$34.18 |         |          | x                         |
|  | Comprehensive Physical Exam                                | 12500       | \$0.00  | x       | x        |                           |
|  | Health Risk Appraisal (Medikeeper)                         | 7000        | \$1.00  | x       | x        |                           |
| <b>Fitness Services (Testing as listed, Plus Staff Time Below)</b> | Treadmill – Max (Indirect VO2)                             | 2082        | \$75.00 | x       | x        |                           |
|  | Muscular Strength/Endurance (push-up/ plank/ pull-up)      | 2040        | \$0.00  | x       | x        |                           |
|  | Neck Circumference   | 2022        | \$0.00  | x       | x        |                           |
|  | Waist / Hip Ratio  | 2018        | \$0.00  | x       | x        |                           |
|  | Speed and Power Test (vertical jump)                       | 2035        | \$0.00  | x       | x        |                           |
|  | Flexibility Test (leg raise, shoulder flex/extend)         | 2030        | \$0.00  | x       | x        |                           |
| Body Fat Test – BIA  | 2019   | \$1.00      | x       | x       |          |                           |
| <b>Web-Based Services</b>  | OnMed Program  | 8135        | \$0.00  | x       | x        |                           |
| <b>Estimated Subtotal *</b>  | <b>Cost per Person (Doesn't include age based testing)</b> |             |         | \$97.88 | \$282.00 | \$34.18                   |
| <b>Other Fees and Testing</b>                                      | PSA-Prostate Specific Ag (men: ages 40+)                   | 3115        | \$7.19  | x       | x        |                           |
|  | Rectal/hemocult (men: ages 40+)                            | 6130        | \$0.00  | x       | x        |                           |
|  | Urine Bladder Cancer Screen (If Indicated)                 | 6033        | \$15.76 | x       | x        |                           |

\*Estimated Subtotal for Individual Testing and Evaluation Services Not to Exceed \$23,371.93

**Scope of Staffing, Management, and Travel**

PSM agrees to provide the following staffing and administration:

|                                  | DESCRIPTION  | All         |
|----------------------------------|--|-------------|
| Staff Time                       | Medical Assistant (Blood Draws)  | \$4,865.77  |
|                                  | Medical Assistant (Evaluations)  | \$3,930.58  |
|                                  | Fitness Specialist   | \$3,930.58  |
|                                  | Nurse Practitioner   | \$6,917.22  |
|                                  | Site Leader  | \$3,930.58  |
|                                  | NP Review  | \$1,287.16  |
|                                  | MD Review  | \$3,296.32  |
|                                  | Chart Preparation & Individual Data Management   | \$1,298.83  |
| <b>Management &amp; Overhead</b> | Supplies, overhead & administrative services   | \$19,274.23 |
| <b>Travel Expense</b>            | Travel expense for onsite deliverables   | \$12,896.80 |
| <b>Subtotal</b>                  | Fee for Staff Time, Management, Travel Expense   | \$61,628.07 |
| <b>Make up Day(S)</b>            | *If required, make-up days will be billed at staff time expense only, or the incumbent can make up their exam at PSM offices at a cost of \$345 per incumbent plus variable costs. If an x-ray is required, an additional \$30 will be billed. |             |

**B. Billing**

- a. Invoices are generated monthly. Payment terms are Net 30 days.
- b. The parties acknowledge and understand that the rates stated reflect rates current as of the Date of this Agreement, and are subject to change during the Term of this Agreement without a mutually signed written amendment. The parties agree that Client is responsible for payment of all lab/vaccine/testing protocol costs according to the current rates.

|   |                                  |                               |
|---|----------------------------------|-------------------------------|
| <b>Invoices sent to:</b>                              | Derrick Wilcox                   | derrick.wilcox@daytonohio.gov |
| <b>Accounts payable contact:</b>                      | Derrick Wilcox                   | 937.333.4530                  |
| <b>Address:</b>                                       | 300 N. Main St. Dayton, OH 45492 |                               |
| <b>Workers' Compensation Contact - Provider name:</b> | _____                            |                               |

|                        |       |
|------------------------|-------|
| <b>Provider Phone:</b> | <hr/> |
|------------------------|-------|

**C. Billing:**

- a. Blood and Testing: Pass through cost
- b. Evaluations: Pass through cost + Staff Time, Management, and Travel subtotal
- c. If additional days are required for testing or examinations, staff time and travel will be billed at pass through cost.

**D. Assignability**

- a. This Agreement is not assignable.

**E. Right to Receive Notice of Breach**

- a. As required by the Health Insurance Portability and Accountability Act (HIPAA), PSM will provide a written notice to all **Public Safety Medical Services** employees in the event we learn of any unauthorized acquisition, use or disclosure of your personal health information (PHI) as a result of not being properly secured as required by HIPAA. We will notify employees of the breach as soon as possible but no later than sixty (60) days after the breach has been discovered. PSM will incur all expenses for notification and actions necessary to correct breach.

**F. Policy on Additional Testing**

- a. In the event that PSM finds it necessary **to perform additional testing** at **Dayton Fire Department expense** and at the request of the medical director, the **Dayton Fire Department** representative will be notified in advance.

**G. Policy on Repeat Testing**

- a. In the event that PSM finds it necessary **to retest a patient** due to a positive test result or the recommendation of the PSM medical director, the cost incurred will be billed to **Dayton Fire Department** if the retest was not based upon an error on the original test. The **Dayton Fire Department** representative will be notified in advance. If the retest is due to an error by PSM or a contracted laboratory or other representative, PSM will absorb any additional retest costs. No recommended actions will be made to **Dayton Fire Department** until PSM has received accurate retest information.

**H. Policy on Reporting Results**

- a. PSM will provide a Respirator Clearance Opinion, which is compliant with the OSHA Standard 1910.134, for all employees who utilize a Self Contained Breathing Apparatus (SCBA) and **PASSING** the OSHA standard criteria providing approval for the use of an SCBA. It is important to underscore that the Respirator Clearance Opinion is **NOT** to be confused with a Medical Clearance Opinion for performing all the essential functions of firefighting. The Medical Clearance Opinion is provided after **PASSING** criteria provided by the most current NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments and the International Association of Firefighters (IAFF) and the International Association of Fire Chiefs (IAFC) Wellness Fitness Initiative (WFI). No specific medical test results for any patient are provided to any representative without the written consent of the patient unless required by law. If during the Medical Clearance Opinion evaluation, findings are such that the patient cannot be medically cleared to perform the essential functions of a firefighter, the patient will be counseled as to the medical concerns and the need for further medical evaluation and or treatment along with being assigned to limited duty.
- b. PSM will provide a medical/respirator clearance letter for every patient. The letter will state whether or not the employee is medically cleared for duty. **No specific medical test results for any patient are provided to any representative without the written**

consent of the patient unless required by law. If during the medical evaluation, findings are such that the patient cannot be medically-cleared for duty, the patient will be counseled as to the medical concerns and the need to limit duty assignment. The designated **Dayton Fire Department** representative will be notified, in general terms, of the need for duty restriction and any safety-sensitive responsibilities. It will also be recommended that the patient be re-evaluated by PSM, after appropriate medical treatment, to provide final clearance of return to full duty after a release is first made by the patient's treating physician. PSM will assist the employee with providing related medical information and their job requirements to the treating physician to assist in their care.

**I. Dates and Location of Services**

| SERVICE     | DATES | LOCATION |
|-------------|-------|----------|
| Blood Draws | TBD   | TBD      |
| Exams       | TBD   | TBD      |

**J. Departmental Information**

|             |                |              |                            |
|-------------|----------------|--------------|----------------------------|
| Tyler McCoy | District Chief | 937.333.3142 | tyler.mccoy@daytonohio.gov |
|-------------|----------------|--------------|----------------------------|

**Address: 300 N. Main St. Dayton, OH 45492**

**Number of Personnel: 300**

**Chief of Dept: Mike Rice**

**K. Pricing**

- a. Pricing reflected above is valid through the term of this agreement.
- b. Scheduling assumes **100 participants.**
- c. **Total Not-to-Exceed contract price is \$85,000.00**

**L. Records and Accounts**

- a. PSM shall maintain accurate records and accounts of all transactions relating to the Services performed by it pursuant to this Agreement.

**M. Exam Arrival Time**

- a. To optimize the service provided to **Dayton Fire Department** personnel, we request that you send your personnel 15 minutes prior to their appointment time.

**N. When Running Late**

- a. If your personnel are running late for their appointment(s), please call your client manager whose name and number is listed on the signature page. This will ensure that appropriate arrangements may be made at PSM to accommodate your personnel or potential rescheduling.

**O. Cancellations**

- a. Cancellations should be made **at least 3 days** (1 shift for fire departments) prior to the scheduled appointment. This enables PSM with enough notice to offer the appointments to another department and properly prepare.

**P. Liability and Indemnification**

- a. PSM shall have no liability whatsoever to **Dayton Fire Department** for any error, act or omission in connection with the services to be rendered by PSM to **Dayton Fire Department** hereunder unless any such error, act or omission derives from willful misconduct or gross negligence.

**Q. Insurance**

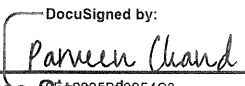
- a. The parties agree that PSM will self-insure during the duration of this Agreement and is not required to purchase additional insurance. PSM agrees to maintain sufficient financial reserves and resources to provide for payment of any substantiated claim made against PSM during the term of this Agreement. City can request copies of PSM's financial records at any time to ensure that PSM has sufficient financial resources on hand to provide for adequate coverage of potential claims.
- b. Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of PSM to the above enumerated amounts.

**R. Confidentiality**

- a. Each party acknowledges that in the course of performance under this Agreement, it may have access to or become familiar with certain non-public proprietary information or intellectual property of the other. The Parties agree that this Agreement and the terms set forth herein are Confidential Information. Neither party may use, publish, or disclose, or authorize any of its agents or employees to use, publish, or disclose, any Confidential Information without the other party's prior written consent of the other party (except to the extent necessary to perform its obligations under this Agreement).

**S. Term and Termination**

- a. The term of this Agreement will commence on the last date of signature below (the "Effective Date") and will terminate on December 31, 2026. Either PSM or Dayton Fire Department may terminate this Agreement at any time and for any reason by giving thirty (30) days' prior written notice. PSM shall be entitled to payment for deliverables in progress at the time that any notice of termination is given to the extent the work has been performed satisfactorily.

|   |                               |
|---|-------------------------------|
| <b>St. Vincent Health, Wellness &amp; Preventive Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical</b>       | <b>Dayton Fire Department</b> |
| <u>Parveen Chand</u><br>Name Printed  | <br>                          |
| <small>DocuSigned by:</small><br><br>Name Signed | <br>                          |
| <small>Signature ID: 0954C8...</small><br>  | Name Signed                   |
| <u>Ascension St. Vincent COO</u><br>Title   | <br>                          |
| <br>  | Title                         |
| <u>1/25/2026</u><br>Date  | <br>Date                      |

THE CITY OF DAYTON, OHIO

ST VINCENT HEALTH, WELLNESS & PREVENTIVE CARE INSTITUTE, INC.

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

By: Parveen Chand

Print: Parveen Chand

Its: Ascension St. Vincent COO

APPROVED AS TO FORM AND CORRECTNESS:

**Musto,** Digitally signed by  
**John** Musto, John  
Date: 2026.01.13  
15:38:58 -05'00'

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

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

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

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

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



# City Manager's Report

FOR CITY COMMISSION APPROVAL

4

From **6450-PW/Civil Engineering**

Date **February 25, 2026**

Supplier, Vendor, Company, Individual

Expense Type **Award of Contract**

Total Amount **\$147,345.00 thru 07/03/27**

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 | 40048-6450-1424-54 | \$147,345.00   |

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

**Description**

**Great Miami Bikeway Connector  
(Open Market)  
(Federal TA Funds) (General Capital Funds)**

The Department of Public Works requests approval to award a contract to L.J. DeWeese Co., Inc. The project consists of constructing a multi use path along the top of the levee on the south side of W Riverview Ave from Monument Ave to Belmonte Park N. This contract will commence upon execution by the City and project completion is scheduled for July 3, 2026.

Five bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder, L.J. DeWeese Co., Inc., in the amount of \$147,345.00, the base bid. The estimated cost for the project was \$150,000.00.

This project is being funded using Federal Transportation Alternative funds (\$147,345.00).

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

E-SIGNED by David Escobar  
on 2026-02-09 14:29:39 GMT

**Signatures/Approval**

*Approved by City Commission*

Division \_\_\_\_\_

E-SIGNED by Tom Ritchie  
on 2026-02-09 14:30:54 GMT

Department \_\_\_\_\_

Clerk \_\_\_\_\_

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

Date \_\_\_\_\_



Dayton, Ohio

Bid Tabulation For: Great Miami Bikeway Connector

Department of Public Works

(Open Market) (Federal TA Funds) (General Capital Funds)

|                         |                     |                                  |
|-------------------------|---------------------|----------------------------------|
| Bid Opening Date:       | Cost Estimate:      | Estimated Time<br>Of Completion: |
| <u>January 29, 2026</u> | <u>\$150,000.00</u> | <u>July 3, 2026</u>              |

| <u>Bidders</u>                     | <u>Actual Amount<br/>Of Base Bid</u> | <u>Adjustment For<br/>Work Days</u> | <u>Adjustment For<br/>Comparison<br/>Purposes Only</u> |
|------------------------------------|--------------------------------------|-------------------------------------|--|
| <u>*L.J. DeWeese Co., Inc.</u>     | <u>\$147,345.00</u>                  | <u>-0-</u><br>July 3, 2026          | <u>\$147,345.00</u>                                    |
| <u>Double Jay Construction Inc</u> | <u>\$156,528.00</u>                  | <u>-0-</u><br>July 3, 2026          | <u>\$156,528.00</u>                                    |
| <u>Outdoor Enterprise</u>          | <u>\$159,215.00</u>                  | <u>-0-</u><br>July 3, 2026          | <u>\$159,215.00</u>                                    |
| <u>Sunesis Construction Co</u>     | <u>\$190,395.08</u>                  | <u>-0-</u><br>July 3, 2026          | <u>\$190,395.08</u>                                    |
| <u>A to Z Property Maintenance</u> | <u>\$275,015.00</u>                  | <u>-0-</u><br>July 3, 2026          | <u>\$275,015.00</u>                                    |
| <u> </u>                           | <u> </u>                             | <u> </u>                            | <u> </u>   |
| <u> </u>                           | <u> </u>                             | <u> </u>                            | <u> </u>   |
| <u> </u>                           | <u> </u>                             | <u> </u>                            | <u> </u>   |
| <u> </u>                           | <u> </u>                             | <u> </u>                            | <u> </u>   |
| <u> </u>                           | <u> </u>                             | <u> </u>                            | <u> </u>   |

\*Awarded  
Revised 9/14/98

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

**Bid**      **Great Miami Bikeway Connector**

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

**3616 Tipp-Cowlesville Rd.**

**Tipp City, Ohio 45371**

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Great Miami Bikeway Connector (#9971335)

Owner: Dayton OH, City of

Solicitor: Dayton OH, City of

01/29/2026 12:00 PM EST

L.J. DeWeese Co., Inc.

| <u>Item Code</u>        | <u>Item Description</u>   | <u>UofM</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Extension</u>    |
|-------------------------|---|-------------|-----------------|-------------------|---------------------|
| 202                     | Sidewalk Removed  | S.F.        | 3460            | \$2.00            | \$6,920.00          |
| 202                     | Pavement Removed  | S.Y.        | 355             | \$45.00           | \$15,975.00         |
| 202                     | Curb Removed  | L.F.        | 770             | \$12.00           | \$9,240.00          |
| 202                     | Catch Basin Removed   | EACH        | 1               | \$900.00          | \$900.00            |
| 202                     | Pipe Removed  | L.F.        | 22              | \$10.00           | \$220.00            |
| 203                     | Embankment  | C.Y.        | 180             | \$40.00           | \$7,200.00          |
| 207                     | Inlet Filter  | Each        | 2               | \$200.00          | \$400.00            |
| 304                     | Aggregate Base  | C.Y.        | 120             | \$90.00           | \$10,800.00         |
| 305                     | Concrete Base   | S.Y.        | 90              | \$60.00           | \$5,400.00          |
| ODOT 442                | Asphalt Concrete Surface<br>Course, 12.5 mm, Type A (448), PG<br>70-22M (Patching Along Curb) | Ton         | 15              | \$240.00          | \$3,600.00          |
| ODOT 442                | Asphalt Concrete Surface<br>Course, 12.5 mm, Type A (448), PG<br>70-22M (1.5")                | Ton         | 60              | \$240.00          | \$14,400.00         |
| ODOT 441                | Asphalt Concrete Intermediate<br>Course, 19 mm, Type A (448), PG 64-<br>28 (1.5")             | Tons        | 60              | \$240.00          | \$14,400.00         |
| 608                     | Concrete Walk, 4"   | S.F.        | 100             | \$35.00           | \$3,500.00          |
| 609                     | Barrier Curb  | L.F.        | 770             | \$27.00           | \$20,790.00         |
| 614                     | Maintaining Traffic   | LUMP        | 1               | \$8,300.00        | \$8,300.00          |
| 623                     | Construction Layout Stakes  | LUMP        | 1               | \$5,500.00        | \$5,500.00          |
| 624                     | Mobilization  | LUMP        | 1               | \$5,000.00        | \$5,000.00          |
| 653                     | Topsoil Furnished and Placed  | C.Y.        | 30              | \$100.00          | \$3,000.00          |
| 659                     | Seeding   | S.Y.        | 250             | \$4.00            | \$1,000.00          |
| 835                     | 12" Plug, Type "C"  | EACH        | 1               | \$200.00          | \$200.00            |
| 836                     | Manhole Adjusted  | EACH        | 1               | \$600.00          | \$600.00            |
| <b>Fixed Price Item</b> |   |             |                 |                   | \$10,000.00         |
| SPL                     | Contingency   | LUMP        | 1               | \$10,000.00       | \$10,000.00         |
| <b>Base Bid Total:</b>  |   |             |                 |                   | <b>\$147,345.00</b> |

Bidder is

An Individual  
Firm Name

Business Address

Telephone

Partnership  
Firm Name

Members of Firm and  
Their Business Address

Corporation  
Name

State of Incorporation

Name and Title of  
Officers with Authority  
to Sign Contract

Home Office Address

Local Address

Telephone

L.J. DeWeese Co., Inc.

Ohio

Kristen Dilbone, President

Jeremy Hench, Vice-President

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

Same

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

E-mail Kldilbone@yahoo.com

Federal I.D.# 310602186

Dated this 29 day of January, 2026

Bidder: Kristen Dilbone, President  
(Person, Firm, or Corporation)

By: Kristen Dilbone

Title: President

**BID BOND**

Amount \$ \_\_\_\_\_

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

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

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

Signed at Dayton, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

\_\_\_\_\_  
\_\_\_\_\_  
Surety

\_\_\_\_\_  
Name of Insurance Agency

\_\_\_\_\_  
Address of Insurance Agency

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 2)

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

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

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

Check All That Apply:

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

By: Kristen Dilbone, President  
(signature)

Title: President

Date: January 29, 2026

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 2)

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

SRA- Medical

401(k)- Retirement

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

None

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

TBD

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

STATE OF OHIO,  
COUNTY OF Miami, ss:

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

1. I am duly authorized to make the statements contained herein on behalf of  
L.J. DeWeese Co., Inc. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

Individual, **partnership**, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

Corporation organized and existing under the laws of the State of Ohio.

Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: Kristen Dilbone, President

Title: President

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

STATE OF OH )  
COUNTY OF Miami )

SS:

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

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

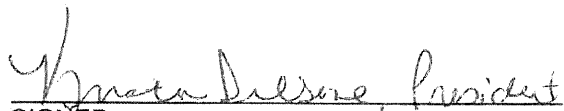
L.J. DeWeese Co., Inc. that  
(business or organization name)

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

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

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

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

  
SIGNED

President

TITLE

## Contractor Qualifications

Project: Great Miami Bikeway Connector

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

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

Prime contractor will perform 55 percent of base bid.

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

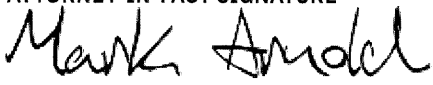
Date: 01/29/2026

## Bid Bond in Accordance with Contract Specifications

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

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

### Bond Information

|   |   |  |
|---|---|--|
| <b>BID DATE</b><br>01/29/2026                               | <b>CONTRACT ID</b><br>9971335   | <b>CONTRACT VENDOR ID</b><br>6596932   |
| <b>PROJECT DESCRIPTION</b><br>Great Miami Bikeway Connector |   |  |
| <b>AMOUNT OF BID SECURITY</b><br>10%                        | <b>AMOUNT OF BID SECURITY-SPELLED OUT</b><br>10% of the total amount bid including any alternates |  |
| <b>BOND ENTERED AND EXECUTED BY</b><br>Mark Arnold          |   | <b>ATTORNEY-IN-FACT SIGNATURE</b><br> |

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



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**KNOW ALL MEN BY THESE PRESENTS, that:**

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

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

Mark Arnold

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

Surety Bond Number : SOH0119375074  
 Principal : L J DeWeese Co. Inc  
 Obligees : City of Dayton

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

**AUTHORITY FOR POWER OF ATTORNEY**

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

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

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

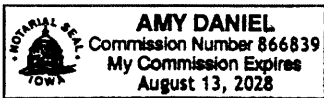
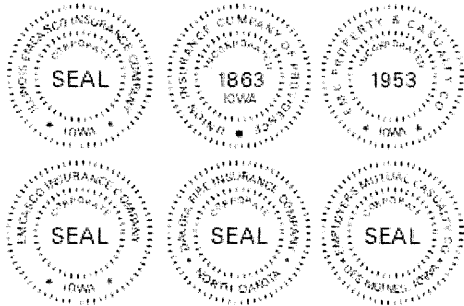
*Scott R. Jean*

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

*Todd Strother*

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

Seals



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

My Commission Expires August 13, 2028.

*Amy Daniel*

Notary Public in and for the State of Iowa

**CERTIFICATE**

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 01/19/2026

*Ryan J. Springer*

Vice President



**AFFIRMATIVE ACTION PROGRAM  
EQUAL EMPLOYMENT OPPORTUNITY**

PROJECT: Great Miami Bikeway Connector Dayton, Ohio  
NAME LOCATION

During the performance of this contract:

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

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

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

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

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

The required goals and timetables are as follows:

|                          |   |
|--------------------------|---|
|                          | Goals of Minority Worker<br>Utilization Expressed in<br><u>Percentage Terms</u> |
| From 1/1/2000 to Present | 11.5%   |
|                          | Goals of Female Worker<br>Utilization Expressed in<br><u>Percentage Terms</u>   |
| From 4/1/80 to Present   | 6.9%  |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

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

**CONTRACTOR'S CERTIFICATION**

L.J. DeWeese Co., Inc. \_\_\_\_\_ (Contractor) certifies that:

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

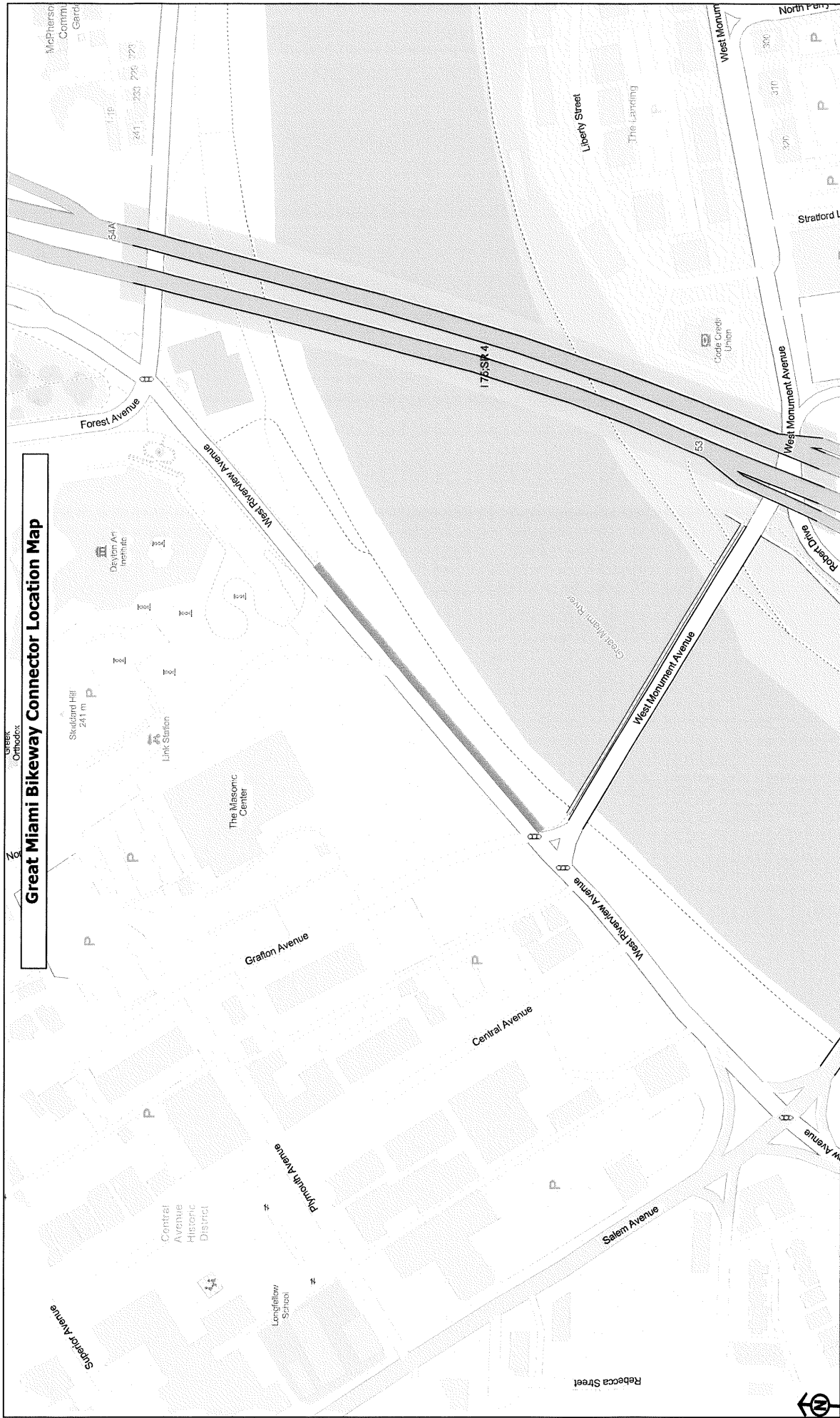
|              |       |
|--------------|-------|
| Operator     | _____ |
| Cement Mason | _____ |
| Laborer      | _____ |
| _____        | _____ |
| _____        | _____ |
| _____        | _____ |

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

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

SIGN: *L. J. DeWeese, President*  
(Signature of Authorized Representative of Bidder)

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



**Great Miami Bikeway Connector Location Map**

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





# City Manager's Report

FOR CITY COMMISSION APPROVAL

5

From 3430 - Water/Water Supply and Treatment

Date February 25, 2026

Expense Type Award of Contract

Supplier, Vendor, Company, Individual

Total Amount \$5,634,200.00 (thru 12/31/2028)

Name Outdoor Enterprise, LLC

Address 3655 W. SR 571  
Troy, OH 45373

| Fund Source(s)     | Fund Code(s)              | Fund Amount(s) |
|--------------------|---------------------------|----------------|
| Water Capital Fund | 53401-3430-1424-54-WF2507 | \$5,634,200.00 |

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

**Description**

**Miami Well Field Expansion Phase 2  
(5% MBE Participation Goal /5% MBE Achieved)**

The Department of Water requests permission to enter into an Agreement with Outdoor Enterprise, LLC, in the amount of \$5,634,200.00 for the Miami Well Field Expansion Phase 2 project. This amount includes the base bid of \$726,000.00, Alternate No. 1 – Construction of Pond P5 for \$888,000.00, Alternate No. 2 – Construction of Pond P7 for \$1,418,000.00, Alternate No. 3 – Construction of Pond P12 for \$2,090,000.00, and Alternate No. 4 – Contingency Allowance (10% of the Base Bid plus elected alternates) for \$512,200.00. This project consists of the construction of four (4) infiltration ponds and associated piping, installation of water level monitoring equipment and valves, and the installation of any associated electrical, instrumentation, mechanical items.

Three bids were received for this project on January 22, 2026. After evaluating the bids, Outdoor Enterprise LLC's bid was determined to be the lowest and best. The estimated cost for the project (including all alternates) was \$6,910,000.00. The project will commence upon receipt of the loan award, and the estimated date of completion is December 31, 2027.

The Project is being funded using a loan from the Water Supply Revolving Loan Account (WSRLA) Program funding through the Ohio EPA Division of Environmental and Financial Assistance (DEFA). The Department of Water nominated the project in February 2025, and the project was selected to receive up to a \$47,000,000 loan with \$4,000,000 in Principal Forgiveness. The Dayton City Commission authorized the City to submit the loan application by Resolution No. 6873-25. The application for the Principal Forgiveness Loan will be submitted in March 2026. The Department of Water anticipates a loan award in April 2026.

The Department of Water will manage the construction, review all work, approve contractor invoices, and pay the contractor. All payments will be submitted for reimbursement from DEFA.

A Certificate of Funds in the amount of \$5,634,200.00, Tabulation of Bids, Human Relations Council's verification letter, Outdoor Enterprise's Bid Form, and a copy of the Resolution are attached.

**Signatures/Approval**

*Approved by City Commission*

Division  
**Keshia Kinney** Digitally signed by Keshia Kinney  
Date: 2026.02.13 11:18:12 -05'00'

Department  
*C. Joshua Layton*  
City Manager

Clerk

Date



January 30, 2026

**TO:** Dave Escobar, City Engineer  
Department of Public Works

Liz Zelinski, Sr. Engineer II  
Department of Water

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

**SUBJECT: Miami Well Field Expansion Phase 2  
(MBE 5% Participation Goal)**

The HRC recommendation is to award the above contract to **Outdoor Enterprise LLC**, who submitted a bid that uses one (1) MBE-certified contractor to meet the **5% MBE** project participation goal. The HRC's contract compliance analysis verified **Outdoor Enterprise LLC** is an approved bidder in the City of Dayton's Affirmative Action Assurance (AAA) program, and the company's authorized representative signed the Contractor's Certification to indicate fair hiring practices.

The recommended company to receive the award is as follows:

| PRIME CONTRACTOR              | AAA      | MBE      | AMOUNT OF BASE BID               |                      |
|-------------------------------|----------|----------|----------------------------------|----------------------|
| <i>Outdoor Enterprise LLC</i> | <i>X</i> |          | <i>\$726,000.00</i>              |                      |
|                               |          |          |                                  |                      |
| CERTIFIED MBE PARTICIPATION   |          |          | COMMITTED AMOUNT                 | % TOWARD GOAL        |
| <i>A-1 Tree Care Inc.</i>     | <i>X</i> | <i>X</i> | <i>\$36,300.00</i>               | <i>5% MBE</i>        |
|                               |          |          | <b><i>Total Towards Goal</i></b> | <b><i>5% MBE</i></b> |

The contract agreement should include the MBE participation forms (Letters of Intent) for all subcontractors. Contract compliance includes, but is not limited to, meeting verified participation and worker utilization goals as stated in the Affirmative Action Program (AAA) Equal Employment Opportunity form certified in the bid submission. If you have any questions or concerns, contact the HRC at (937) 333-1400.





By: Mr. Mims

No: 6873-25

**A RESOLUTION**

Authorizing the City Manager, or Her Designee, to Apply for, Accept, and Execute Water Supply Revolving Loan Account Funding Agreements Administered by the State of Ohio on Behalf of the City of Dayton, Ohio for: (1) 36" Raw Water Main within the Miami Wellfield, Phase 2- Construction; (2) Miami Wellfield Recharge Lagoon Expansion, Phase 1 – Construction; (3) Advanced PFAS Treatment at Ottawa WTP, CMAR Management – Design; (4) Advanced PFAS Treatment at Ottawa WTP, CMAR Preconstruction Services – Design; (5) Central Water Quality Lab Expansion – Construction; (6) Miami WTP Basins, CMAR – Construction; (7) Advanced PFAS Treatment at Ottawa WTP, CMAR – Construction; (8) Additional 6-8 Production Wells at Miami Wellfield – Construction; (9) 36" Raw Water Main within Miami Wellfield, Phase 3 – Construction; (10) Miami Wellfield Recharge Lagoon Expansion, Phase 2 – Construction; (11) 48" Raw Water Interconnect between Miami Wellfield and Ottawa WTP, Phase 2 – Construction; and (12) Lead Service Line Compliance, Phase 3 – Planning & Design.

**WHEREAS**, Ohio's Water Supply Revolving Loan Account began in 1998 and finances a variety of projects that have a water quality benefit at their core; and

**WHEREAS**, Ohio's Water Supply Revolving Loan Account provides financial and technical assistance for planning, design, and construction of a wide variety of projects to protect or improve water systems and the quality of Ohio's water resources; and

**WHEREAS**, Ohio's Water Supply Revolving Loan Account is scheduled to receive supplemental funding through the Bipartisan Infrastructure Bill; and

**WHEREAS**, The supplemental funding includes 100% principal forgiveness loans, 0% loans and low interest loans; and

**WHEREAS**, The Department of Water through its asset management and capital improvement programs has identified projects meeting the Water Supply Revolving Loan Account funding criteria; and

**WHEREAS**, The City of Dayton intends to apply for Water Supply Revolving Loan Account funding; and

**WHEREAS**, The State of Ohio requires an authorized representative to submit applications, to execute the agreements, to submit requests for disbursements, and to designate a dedicated repayment source; now, therefore,

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

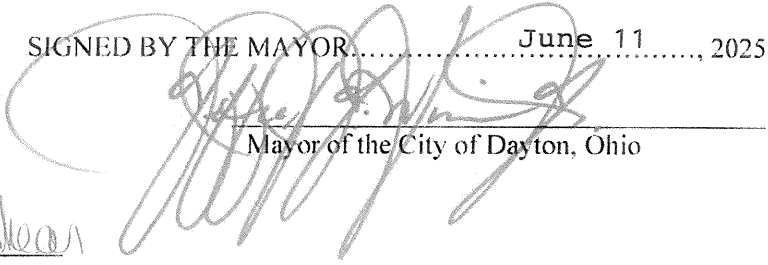
**Section 1.** That the City Manager, or her designee, be and is hereby authorized, to apply for, accept, and execute Water Supply Revolving Loan Account Funding Agreements and execute any and all necessary documents for (1) 36" Raw Water Main within the Miami Wellfield, Phase 2- Construction,

(2) Miami Wellfield Recharge Lagoon Expansion, Phase 1 – Construction, (3) Advanced PFAS Treatment at Ottawa WTP, CMAR Management – Design, (4) Advanced PFAS Treatment at Ottawa WTP, CMAR Preconstruction Services – Design, (5) Central Water Quality Lab Expansion – Construction, (6) Miami WTP Basins, CMAR – Construction, (7) Advanced PFAS Treatment at Ottawa WTP, CMAR – Construction, (8) Additional 6-8 Production Wells at Miami Wellfield – Construction, (9) 36" Raw Water Main within Miami Wellfield, Phase 3 – Construction, (10) Miami Wellfield Recharge Lagoon Expansion, Phase 2 – Construction, (11) 48" Raw Water Interconnect between Miami Wellfield and Ottawa WTP, Phase 2 - Construction, (12) Lead Service Line Compliance, Phase 3 – Planning & Design, meeting the agreement criteria.

**Section 2.** That the dedicated source of repayment will be Water Revenue Funds.

ADOPTED BY THE COMMISSION..... June 11, 2025

SIGNED BY THE MAYOR..... June 11, 2025



Mayor of the City of Dayton, Ohio

Attest:

Regina W Blackbean  
Clerk of Commission

Approved as to form:

John Mark  
City Attorney



# OUTDOOR ENTERPRISE, LLC

|  |   |                                       |
|--|---|---------------------------------------|
| Unique Entity ID<br>NJ7NV1MVD9X7   | CAGE / NCAGE<br>5S8C9   | Purpose of Registration<br>All Awards |
| Registration Status<br>Active Registration   | Expiration Date<br>Nov 18, 2026   |                                       |
| Physical Address<br>3655 W State Route 571<br>Troy, Ohio 45373-7523<br>United States | Mailing Address<br>3655 W State Route 571<br>Troy, Ohio 45373-7523<br>United States |                                       |

## Business Information

|                                   |  |                               |
|-----------------------------------|--|-------------------------------|
| Doing Business as<br>(blank)      | Division Name<br>Outdoor Enterprise                      | Division Number<br>Outdoor En |
| Congressional District<br>Ohio 15 | State / Country of Incorporation<br>Ohio / United States | URL<br>(blank)                |

## Registration Dates

|                                 |                                 |   |
|---------------------------------|---------------------------------|---|
| Activation Date<br>Nov 20, 2025 | Submission Date<br>Nov 18, 2025 | Initial Registration Date<br>Jun 12, 2020 |
|---------------------------------|---------------------------------|---|

## Entity Dates

|                                  |                                      |
|----------------------------------|--------------------------------------|
| Entity Start Date<br>Mar 7, 2006 | Fiscal Year End Close Date<br>Dec 31 |
|----------------------------------|--------------------------------------|

## Immediate Owner

|                 |                                |
|-----------------|--------------------------------|
| CAGE<br>(blank) | Legal Business Name<br>(blank) |
|-----------------|--------------------------------|

## Highest Level Owner

|                 |                                |
|-----------------|--------------------------------|
| CAGE<br>(blank) | Legal Business Name<br>(blank) |
|-----------------|--------------------------------|

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?  
N

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
Yes

## Entity Types

|   |   |   |
|---|---|---|
| Business Types  |   |   |
| Entity Structure<br>Corporate Entity (Not Tax Exempt) | Entity Type<br>Business or Organization | Organization Factors<br>Limited Liability Company |
| Profit Structure<br>For Profit Organization           |   |   |



Exclusions

Actions

- Entity Registration
- Exclusions**
- Active Exclusions
- Responsibility / Qualification

## OUTDOOR ENTERPRISE, LLC Active Registration

### Entity Information

Unique Entity ID: **NJ7NV1MVD9X7**  
CAGE/NCAGE: **5S8C9**

Expiration Date: **Nov 18, 2026**

Physical Address  
**3655 W State Route 571  
Troy, Ohio  
45373-7523, United States**

Mailing Address  
**3655 W State Route 571  
Troy, Ohio  
45373-7523, United States**

Purpose of Registration  
**All Awards**

Version  
Current Record

### EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

#### Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

CITY OF DAYTON, OHIO  
DEPARTMENT OF PUBLIC WORKS

Bid

Miami Well Field Expansion Phase 2

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Bidder Outdoor Enterprise

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## DISCLOSURE OF LITIGATION AND/OR INVESTIGATION

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

RESPONSE: YES  NO

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

### Disclosure of Investigation or Criminal Proceedings:

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

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

RESPONSE: YES  NO

(2) Been the subject of:

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

RESPONSE: YES  NO

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

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

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

RESPONSE: YES  NO

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

RESPONSE: YES  NO

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

RESPONSE: YES  NO

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

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

RESPONSE: YES  NO

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

Bidder is

An Individual  
Firm Name

Outdoor Enterprise

Business Address

3655 W SR 571, Troy, Ohio 45373

Telephone (937) 857-9400

Partnership  
Firm Name

Members of Firm and  
Their Business Address

Telephone \_\_\_\_\_

Corporation  
Name

State of Incorporation

Name and Title of  
Officers with Authority  
to Sign Contract

Home Office Address

Local Address

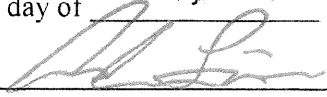
Telephone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Federal I.D.# 31-1690847

Dated this 22 day of January, 2026

Bidder: 

(Person, Firm, or Corporation)

By: Andrew Lair

Title: President

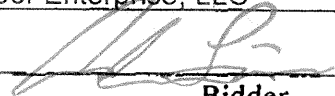
**BID BOND**


AMOUNT \$ Ten Percent of the Total Gross Amount of Bid

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio, in the sum of 10% of the Total Gross Amount of Bid Dollars for the payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors and administrators, firmly by these presents. Contract Name Dayton / Miami Well Field Expansion Phase 2

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract awarded to the bidder, Outdoor Enterprise, LLC, 3655 W. SR-571 Troy, Ohio 45373 named therein, and the said bidder shall within ten (10) days after being advised that said contract has been awarded to the bidder, enter into a Contract in the form hereto attached and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed at Dayton, Ohio this 22nd day of January, 2026.

Outdoor Enterprise, LLC  
  
Bidder

Atlantic Specialty Insurance Company  
  
Christie Howard Surety Attorney-in-Fact

Surety Bonds, Inc.  
Name of Insurance Agency

7540 Sawmill Pkwy, Suite D, Powell, OH 43035  
Address of Insurance Agency

Telephone 614-761-2700 FAX \_\_\_\_\_



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adam Schlade, Christie Howard, Gayle McClellan, Mark Drengler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

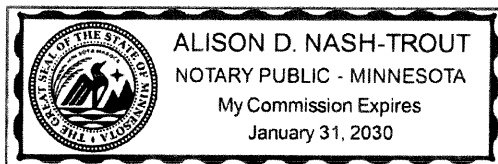
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



STATE OF MINNESOTA  
HENNEPIN COUNTY

By   
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of January, 2026.



This Power of Attorney expires  
January 31, 2030

  
Kara L.B. Barrow, Secretary



**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2024

Dollars displayed in thousands

|  |                  |  |                  |
|--|------------------|--|------------------|
| <b>Admitted Assets</b>                           |                  | <b>Liabilities and Surplus</b>             |                  |
| Investments                                      |                  | <b>Liabilities</b>                         |                  |
| Bonds  | \$ 2,694,094     | Loss Reserves                              | \$ 1,264,802     |
| Preferred Stocks                                 | -                | Loss Adjustment Expense Reserves           | 423,323          |
| Common Stocks                                    | 987,702          | <b>Total Loss &amp; LAE Reserves</b>       | <u>1,688,125</u> |
| Mortgage Loans                                   | -                |  |                  |
| Real Estate                                      | -                | Unearned Premium Reserve                   | 811,551          |
| Contract Loans                                   | -                | Total Reinsurance Liabilities              | 64,571           |
| Derivatives                                      | -                | Commissions, Other Expenses, and Taxes due | 75,922           |
| Cash, Cash Equivalents & Short Term Investments  | 383,175          | Derivatives                                | -                |
| Other Investments                                | 36,178           | Payable to Parent, Subs or Affiliates      | -                |
| <b>Total Cash &amp; Investments</b>              | <u>4,301,149</u> | All Other Liabilities                      | <u>1,121,125</u> |
|  |                  | <b>Total Liabilities</b>                   | <u>3,781,294</u> |
| Premiums and Considerations Due                  | 350,792          | <b>Capital and Surplus</b>                 |                  |
| Reinsurance Recoverable                          | 60,063           | Common Capital Stock                       | 9,001            |
| Receivable from Parent, Subsidiary or Affiliates | 11,764           | Preferred Capital Stock                    | -                |
| All Other Admitted Assets                        | <u>94,008</u>    | Surplus Notes                              | -                |
|  |                  | Unassigned Surplus                         | 476,697          |
| <b>Total Admitted Assets</b>                     | <u>4,817,776</u> | Other Including Gross Contributed          | <u>570,784</u>   |
|  |                  | <b>Capital &amp; Surplus</b>               | <u>1,056,482</u> |
|  |                  | <b>Total Liabilities and C&amp;S</b>       | <u>4,817,776</u> |

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2024, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 10th day of March, 2025.

Notary Public



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

## Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

### Certificate of Compliance



Issued 03/26/2025

Effective 04/02/2025

Expires 04/01/2026

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

#### ATLANTIC SPECIALTY INSURANCE COMPANY

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

##### Section 3929.01 (A)

|                                   |  |
|-----------------------------------|--|
| Aircraft                          | Multiple Peril - Commercial              |
| Allied Lines                      | Multiple Peril - Farmowners              |
| Boiler & Machinery                | Multiple Peril - Homeowners              |
| Burglary & Theft                  | Noncancellable A & H                     |
| Collectively Renewable A & H      | Nonrenew- Stated Reasons (A&H)           |
| Commercial Auto - Liability       | Ocean Marine                             |
| Commercial Auto - No Fault        | Other                                    |
| Commercial Auto - Physical Damage | Other Accident only                      |
| Credit                            | Other Liability                          |
| Credit Accident & Health          | Private Passenger Auto - Liability       |
| Fidelity                          | Private Passenger Auto - No Fault        |
| Fire                              | Private Passenger Auto - Physical Damage |
| Glass                             | Surety                                   |
| Group Accident & Health           | Workers Compensation                     |
| Guaranteed Renewable A & H        |  |
| Inland Marine                     |  |
| Medical Malpractice               |  |

ATLANTIC SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$4,817,775,602, liabilities in the amount of \$3,761,294,022, and surplus of at least \$1,056,481,580.

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

*Judith L. French*

Judith French, Director



CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 1 of 3)


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

I, Andrew Lair hereby certify that  
(print name – an Officer of the company)

Outdoor Enterprise meets the following Contractor requirements relating  
(company)  
to this City of Dayton construction project

Check All That Apply:

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

By:   
(signature)

Title: President

Date: 1/22/26

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 2 of 3)

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

|                    |       |
|--------------------|-------|
| Health Insurance   | _____ |
| Retirement Package | _____ |
| Paid Time Off      | _____ |
| Paid Holidays      | _____ |
| Company Uniforms   | _____ |
| _____              | _____ |

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

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

|                       |       |
|-----------------------|-------|
| A1 Tree Care          | _____ |
| Andrew Casey Electric | _____ |
| Erosion Runner        | _____ |
| _____                 | _____ |
| _____                 | _____ |

CITY OF DAYTON, OHIO  
Department of Public Works

Responsible Contractor Bidding Requirements  
(Form 3 of 3)

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

Tall View Palladium

A1 Tree Care

Ninefive Holdings

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

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

STATE OF OHIO,  
COUNTY OF Miami, SS:

Andrew Lair being duly sworn, deposes and states as follows:

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

By: 

Title: President





# City Manager's Report

FOR CITY COMMISSION APPROVAL

6

From **6221 - Police/Investigations**

Date **February 25, 2026**

Expense Type **Payment of Voucher**

Total Amount **\$7,443.90**

Supplier, Vendor, Company, Individual

Name **Hamilton County**

Address **4477 Carver Woods Drive  
Blue Ash, Ohio 45242**

| Fund Source(s) | Fund Code(s)       | Fund Amount(s) |
|----------------|--------------------|----------------|
| General Fund   | 10000-6221-1271-71 | \$7,443.90     |

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

Description

### Hamilton County Crime Lab Services

The Department of Police requests permission to process a payment in the amount of \$7,443.90 toward the August 2025 invoice for contracted crime lab services with Hamilton County. The total invoice amount is \$16,825.00. The August invoice was originally sent via email to a single employee who was on extended leave at the time of delivery. As a result, the invoice was not processed when received. In late January 2026, the Fiscal Office received a past-due notice by U.S. mail. By that time, the 2025 encumbrance had been partially reduced, leaving a remaining balance of only \$9,381.10.

To prevent a recurrence, the Department has implemented additional internal tracking procedures and has coordinated with the vendor to ensure that future invoices are sent to multiple recipients.

This request does not increase the total expenditure authority under the contract. The initial two-year Agreement was approved by the Commission on December 14, 2022, in the amount of 1,000,000.00. The First Renewal was executed on December 13, 2024, for 2025 services, and the Second Renewal was executed on December 17, 2025, for 2026 services. Both renewals were approved using the original expenditure authority, which has not yet been exhausted.

The Certificate of Funds and the outstanding invoice are attached for review.

E-SIGNED by Jason Hall

on 2026-02-13 08:34:37 EST

Division E-SIGNED by Eric Henderson

on 2026-02-14 14:00:53 EST

Department

City Manager

Signatures/Approval

*Approved by City Commission*

Clerk

Date





## Lakshmi Kode Sammarco, MD

Hamilton County Coroner & Crime Laboratory

4477 Carver Woods Drive, Blue Ash, OH 45242  
Office: 513-946-8700 Fax: 513-946-8730



January 15, 2026

Dayton Police Department  
335 W. Third St  
Dayton, OH 45401

### RE: STATEMENT OF UNPAID INVOICE(S)

Original Invoice Date(s): 09/02/25  
Invoice Number(s): 20488  
Type of Case : Drug/Toxicology Analysis  
Invoice Amount: \$16,825.00

Our records indicate that you have not paid this bill, please remit payment promptly. Please contact Nicole Wagner at 513-946-8716 if you have any questions regarding this statement.

Please make check payable to the **Hamilton County Coroner (tax Id# 31-6000063)**.



# Hamilton County Coroner

Hamilton County Coroner & Crime Laboratory  
4477 Carver Woods Drive, Blue Ash, Ohio 45242  
Crime Laboratory 513-946-8750 Fax 513-946-8772



9/2/2025

Invoice #: 20553

## Dayton Police Department

Attention: Matthew Beavers  
Phone #  
Billing Address: 335 West Third St  
Dayton, OH 45401

| <u>Case #</u>     | <u>Rpt #</u> | <u>Date</u> | <u>Property #</u> | <u>Subject Name</u> | <u>Service Description</u> | <u>Rate Type</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|-------------------|--------------|-------------|-------------------|---------------------|----------------------------|------------------|-------------|--------------|---------------|
| <i>Toxicology</i> |              |             |                   |                     |                            |                  |             |              |               |
|                   | 1            | 8/1/25      |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   | 1            | 8/1/25      |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|                   | 1            | 8/15/25     |                   |                     | GHB                        | Flat             | 350.00      | 1.00         | 350.00        |
|                   | 1            | 8/2/25      |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   | 1            | 8/2/25      |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|                   | 1            | 8/7/25      |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   | 1            | 8/7/25      |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|                   | 1            | 8/9/25      |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   | 1            | 8/9/25      |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
| 1                 | 1            | 8/1/25      |                   |                     | GHB                        | Flat             | 350.00      | 1.00         | 350.00        |
|                   | 1            | 8/13/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   | 1            | 8/13/25     |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|                   |              | 8/16/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   | 1            | 8/16/25     |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|                   |              | 8/5/25      |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   | 1            | 8/5/25      |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|                   |              | 8/22/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |



# Hamilton County Coroner

Hamilton County Coroner & Crime Laboratory  
4477 Carver Woods Drive, Blue Ash, Ohio 45242  
Crime Laboratory 513-946-8750 Fax 513-946-8772



9/2/2025

Invoice #: 20553

| <u>Case #</u> | <u>Rpt #</u> | <u>Date</u> | <u>Property #</u> | <u>Subject Name</u> | <u>Service Description</u> | <u>Rate Type</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|---------------|--------------|-------------|-------------------|---------------------|----------------------------|------------------|-------------|--------------|---------------|
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/7/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/1/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/1/25      |                   |                     | Drug Purity                | Hourly           | 110.00      | 0.50         | 55.00         |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/14/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.50         | 165.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| 5             | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/13/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| 5             | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| 1             | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |



# Hamilton County Coroner

Hamilton County Coroner & Crime Laboratory  
4477 Carver Woods Drive, Blue Ash, Ohio 45242  
Crime Laboratory 513-946-8750 Fax 513-946-8772



9/2/2025

Invoice # : 20553

| <u>Case #</u> | <u>Rpt #</u> | <u>Date</u> | <u>Property #</u> | <u>Subject Name</u> | <u>Service Description</u> | <u>Rate Type</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|---------------|--------------|-------------|-------------------|---------------------|----------------------------|------------------|-------------|--------------|---------------|
| CL2           | 1            | 8/25/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
| C             | 1            | 8/25/25     |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|               | 1            | 8/26/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|               | 2            | 8/29/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|               | 1            | 8/29/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|               | 1            | 8/29/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|               | 1            | 8/29/25     |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|               | 1            | 8/29/25     |                   |                     | Ethyl Alcohol, Volatiles   | Flat             | 40.00       | 1.00         | 40.00         |
|               | 1            | 8/29/25     |                   |                     | LC-MS/MS Screen            |                  | 185.00      | 0.00         | 185.00        |
|               |              |             |                   |                     |                            |                  | Sub Total   |              | 2,965.00      |
|               | 1            | 8/14/25     |                   |                     | Examine Cartridge Cases    | Hourly           | 110.00      | 10.00        | 1100.00       |
|               | 1            | 8/25/25     |                   |                     | Crime Gun for Comparison   | Hourly           | 110.00      | 20.00        | 2200.00       |
|               | 1            | 8/25/25     |                   |                     | Crime Gun for Comparison   | Hourly           | 110.00      | 10.00        | 1100.00       |
|               |              |             |                   |                     | Examine Bullets            |                  |             |              |               |
|               |              |             |                   |                     | Examine Bullets            |                  |             |              |               |
|               |              |             |                   |                     | Examine Bullets            |                  |             |              |               |
|               |              |             |                   |                     | Examine Bullets            |                  |             |              |               |
|               |              |             |                   |                     |                            |                  | Sub Total   |              | 4,400.00      |
|               | 1            | 8/8/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 6.00         | 660.00        |
|               | 1            | 8/1/25      | 5                 |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/1/25      |                   |                     | Drug Purity                | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/4/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/1/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/5/25      |                   |                     | Drug ID                    | Hourly           | 110.00      | 3.00         | 330.00        |



# Hamilton County Coroner

Hamilton County Coroner & Crime Laboratory  
4477 Carver Woods Drive, Blue Ash, Ohio 45242  
Crime Laboratory 513-946-8750 Fax 513-946-8772



9/2/2025

Invoice #: 20553

| <u>Case #</u> | <u>Rpt #</u> | <u>Date</u> | <u>Property #</u> | <u>Subject Name</u> | <u>Service Description</u> | <u>Rate Type</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|---------------|--------------|-------------|-------------------|---------------------|----------------------------|------------------|-------------|--------------|---------------|
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/13/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/13/25     |                   |                     | Drug Purity                | Hourly           | 110.00      | 0.50         | 55.00         |
|               | 1            | 8/13/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/11/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/13/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/13/25     |                   |                     | Drug Purity                | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/22/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 4.00         | 440.00        |
|               | 1            | 8/22/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 6.50         | 715.00        |
|               | 1            | 8/22/25     |                   |                     | Drug Purity                | Hourly           | 110.00      | 6.50         | 715.00        |
|               | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/19/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/19/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/18/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/18/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/18/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/18/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
|               | 1            | 8/18/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |



# Hamilton County Coroner

Hamilton County Coroner & Crime Laboratory  
 4477 Carver Woods Drive, Blue Ash, Ohio 45242  
 Crime Laboratory 513-946-8730 Fax 513-946-8772



9/2/2025

Invoice #: 20553

| <u>Case #</u> | <u>Rpt #</u> | <u>Date</u> | <u>Property #</u> | <u>Subject Name</u> | <u>Service Description</u> | <u>Rate Type</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|---------------|--------------|-------------|-------------------|---------------------|----------------------------|------------------|-------------|--------------|---------------|
| CL            | 1            | 8/19/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL            | 1            | 8/19/25     |                   |                     | Drug Purity                | Hourly           | 110.00      | 0.50         | 55.00         |
| CL2           | 1            | 8/19/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/19/25     |                   |                     | Drug Purity                | Hourly           | 110.00      | 0.50         | 55.00         |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/15/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/18/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/27/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 2.00         | 220.00        |
| CL2           | 1            | 8/27/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/25/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/27/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/25/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/27/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |
| CL2           | 1            | 8/25/25     |                   |                     | Drug ID                    | Hourly           | 110.00      | 1.00         | 110.00        |

Sub Total **9,460.00**  
 Total **16,825.00**



# Hamilton County Coroner

Hamilton County Coroner & Crime Laboratory  
4477 Carver Woods Drive, Blue Ash, Ohio 45242  
Crime Laboratory 513-946-8750 Fax 513-946-8772



9/2/2025

Invoice # : 20553

| <u>Case #</u> | <u>Rpt #</u> | <u>Date</u> | <u>Property #</u> | <u>Subject Name</u> | <u>Service Description</u> | <u>Rate Type</u> | <u>Rate Hours</u> | <u>Amount</u> |
|---------------|--------------|-------------|-------------------|---------------------|----------------------------|------------------|-------------------|---------------|
|---------------|--------------|-------------|-------------------|---------------------|----------------------------|------------------|-------------------|---------------|

Please make check payable to the Hamilton County Coroner

1st & 2nd Reading

7

EMERGENCY MEASURE

By .....

No .....  
1 Reading, 2 Separate Meetings  
2 Readings at One Meeting

A RESOLUTION

6919-26

Authorizing the City Manager to Accept a Lead Hazard Reduction and Healthy Homes Grant from the U.S. Department of Housing and Urban Development ("HUD") for a Total Amount of Seven Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$7,750,000.00) on Behalf of the City of Dayton, and Declaring an Emergency.

WHEREAS, HUD administers the Lead Hazard and Healthy Homes grant programs; and

WHEREAS, The City of Dayton submitted a Lead Hazard Reduction and Healthy Homes grant application in 2025, seeking funding to identify and eliminate lead hazards and other health and safety risks in homes, helping ensure safe, stable, and healthy housing for families; and

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

WHEREAS, HUD approved the City of Dayton's grant application and will award the City a Lead Hazard Reduction and Healthy Homes grant subject to the City's acceptance; and

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

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

Section 1. That the City Manager is authorized to accept the Lead Hazard Reduction and Healthy Homes grant for a total amount of Seven Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$7,750,000.00) and is directed to execute any and all documents and agreements on behalf of the City of Dayton which are necessary to accept the grant from HUD.

Section 2. That in the event HUD tenders a grant to fund the Program specified in Section 1 above, the City Manager or the designee is hereby authorized and directed to accept said grant on behalf of the City of Dayton, and to execute any necessary contracts or other documents in connection with the grant and the Program.

Section 3. That for the reasons stated in the preamble hereof, the Commission declares this Resolution to be an emergency measure that shall take effect immediately upon its adoption.

Adopted by the Commission ....., 2026

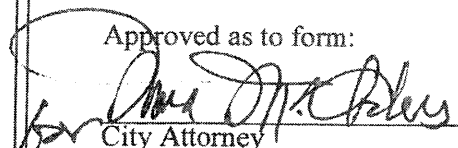

Signed by the Mayor ....., 2026

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

Attest:

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

Approved as to form:

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


MEMORANDUM



February 13, 2026

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

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

E-SIGNED by Emily Crow  
on 2026-02-13 17:49:49 GMT

**SUBJECT: Emergency Resolution to Accept the 2025 Lead Hazard Control and Healthy Homes Grant from the U.S. Department of Housing and Urban Development (HUD)**

Attached for your review and placement on the February 25, 2026, City Commission Calendar is an Emergency Resolution authorizing the acceptance of the Lead Hazard Control Reduction and Healthy Homes grant award from the U.S. Department of Housing and Urban Development (HUD).

The City of Dayton applied for funding in October 2025 and was awarded \$7,750,000.00 U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes, under the Lead Hazard Reduction Grant (LHRG) Program and Healthy Homes Supplemental Funding. Through this program, the City will implement the Lead Hazard Reduction and Healthy Homes Production Program to identify, control, and eliminate lead-based paint hazards and other housing-related health and safety risks in eligible residential properties throughout Dayton.

The program will focus on direct lead hazard control activities, healthy homes interventions, and necessary repairs to reduce environmental health risks for low- and moderate-income households. In coordination with local partners and contractors, the City will complete inspections, risk assessments, abatement, and clearance activities to ensure compliance with federal standards. This effort will protect children and families from lead exposure while preserving safe, decent, and affordable housing within the community.

The period of performance for this Lead Hazard Control Reduction Capacity Building Grant is March 1, 2026, through March 1, 2029. **To allow for timely execution of the grant agreement and initiation of program activities, we are requesting this Resolution be declared an Emergency with two readings at one meeting.**

Please contact Beth Wilson at extension 3688 if you have any questions. Thank you.

SCG/bw

Attachments

1st Reading

EMERGENCY MEASURE

1 Reading, 2 Separate Meetings

2 Readings at One Meeting

8

By.....

No. 32178-26

**AN ORDINANCE**

Authorizing the Purchase of Real Estate  
in Parcels R72-00806-0001, R72-00806-0002,  
R72-00806-0003 and R72-00806-0009 and  
Declaring an Emergency.

**WHEREAS**, The Commission finds it to be in the best interest of the City of Dayton to acquire the property hereinafter described; and

**WHEREAS**, The City is in receipt of a purchase agreement for the conveyance of real estate interests by warranty deed and temporary easements from the party named herein and for the purchase price specified; and

**WHEREAS**, To provide for the timely acceptance of the grant funds and for the immediate preservation of the public property, health and safety, it is necessary that this Resolution take effect immediately; now, therefore,

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

Section 1. That the offer to convey the interests in real estate described herein is accepted by the City of Dayton and the City Manager is authorized to execute the Purchase and Sale Agreement, as attached hereto, and to accept a limited warranty deed.

Parcels: R72-00806-0001, R72-00806-0002, R72-00806-0003 and R72-00806-0009

Location: 700 East First Street

Owner: Dayton Children's Hospital

Purchase Price: \$2,050,000.00

Section 2. That the sum of money set forth below be paid to Dayton Children's Hospital, the owner of the real estate interests described herein, and said sum of money is hereby appropriated to be paid out of the following account:

65000-5610-1425-65

TWO MILLION FIFTY THOUSAND DOLLARS AND ZERO CENTS  
(\$2,050,000.00)

Section 3. That for the reasons set forth in the preamble, this Resolution is declared to be an emergency and shall take effect immediately upon passage.

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

February 20, 2026

**TO:** Shelley Dickstein  
City Manager

**FROM:** Dawn D. Manuel, Interim Director *DDM*  
Department of Human Resources (HR)

**SUBJECT:** Ordinance Regarding Purchase of Real Estate

The purpose of the attached Ordinance is to provide authority to purchase real estate. The proposed real estate is located at 700 East First Street, Dayton, Ohio 45402. The negotiated purchase price for the building is \$2,050,000.00. HR proposes to use the location as the new permanent home of the City of Dayton's (City) Off-Site Employee Clinic (the "DOC") starting in late 2026/early 2027.

As a reminder, the City opened the DOC approximately nine (9) years ago. The DOC provides reduced cost medical services to City employees. HR is seeking a new location for the DOC to allow the City to continue expanding its services, given the outstanding return on investment (ROI) the City has achieved since the DOC's opening in 2016. For the first eight years since the DOC's opening, the City spent **9.76+M** on DOC operations, but it saved and/or avoided **36.4+M** in future health insurance and workers' compensation related expenses. Thus, the DOC helped the City save or avoid almost **27M** in medical costs for City employees from 2016 through 2024.

Additionally, the DOC is currently in a rented space in the Wright Medical Building near the University of Dayton. While the current location has served the City well since HR opened the DOC, issues with the current space leaseholder (i.e., Marathon Health) and the continuing increase in lease costs warrant consideration of moving to a city-owned facility. Since the DOC opened in 2016, the City will have spent over \$1M on lease payments by the end of this year. However, in comparison, HR expects to spend approximately 2.5+M on the purchase and renovation of this building. Assuming the City stays in its current location and experiences a lease rate of \$150,000 a year that increases by 4% a year based upon our historic lease at this location; HR expects that savings from avoiding the current lease payments will offset the purchase and rehabilitation costs of a new City DOC building within approximately twelve plus (12+) years. The future lease cost savings after twelve years would be in addition to the ROI directly related to medical costs.

Finally, HR is not proposing to use General Fund or Capital monies for this building purchase. Instead, HR plans to use savings from the BWC claims fund, directly related to BWC claims treatment at the DOC, to pay this 2.5+M. Thus, the City will be able to obtain this new DOC building without affecting its 2026 General Fund or Capital programs. For all the foregoing reasons, HR requests City Commission authority to purchase the building located at 700 East First Street as a future home for the City's DOC.

I request that the Ordinance be placed on the Commission calendar and read on Wednesday, February 25, 2026, and March 4, 2026.

I also request that the Ordinance be read once at two meetings but be treated and executed as an emergency at the second meeting. HR requests that this Ordinance take effect immediately upon passage, so that the City may finalize the facility purchase and enable the City Manager, or her designee, to execute any necessary documents to facilitate that purchase.

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

If you have any questions, please contact Brent L. McKenzie at extension X4062.

DDM/rp

Cc: J. Parlette, L. Lofton, B. Doseck, A. Jones

**PURCHASE AND SALE AGREEMENT**

**Between**

**Dayton Children's Hospital,**

**as Seller,**

**and**

**The City of Dayton,**

**as Buyer,**

**and for the limited purposes  
set forth herein,**

**Expert Title Escrow Agency, LLC**

**as Escrow Agent**

**Dated: As of December 30, 2025**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date") by and between the CITY OF DAYTON, a municipal corporation in and of the State of Ohio ("Buyer"), DAYTON CHILDREN'S HOSPITAL, an Ohio nonprofit corporation ("Seller"), and for the limited purposes set forth herein, EXPERT TITLE ESCROW AGENCY LLC, an Ohio limited liability company ("Escrow Agent"). Buyer and Seller may be referred to herein each as a "Party," and collectively as the "Parties".

### RECITALS

(a) Seller is the owner of collective parcels of real property located in the City of Dayton, County of Montgomery, State of Ohio, more commonly known as 700 E. First Street, Dayton, Ohio 45402, and consisting of Lots Numbered Two Thousand Nine Hundred Seventy-Eight (2978), Two Thousand Nine Hundred Seventy-Nine (2979), Two Thousand Nine Hundred Eighty (2980), Two Thousand Nine Hundred Eighty-One (2,981), Two Thousand Nine Hundred Eighty-Two (2982), and Two Thousand Nine Hundred Eighty-Three (2,983) of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio, as more particularly described on Exhibit A attached hereto (collectively, the "Land").

(b) Buyer desires to purchase the Property, as hereafter defined, for \$2,050,000.00.

In consideration of the covenants and provisions contained in this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE PROPERTY:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Property, which is defined below.

2. **PROPERTY:** The "Property" shall be defined to be the following:

(a) The Land; and

(b) All buildings, structures, and other permanent fixtures and installations located on the Land, including, without limitation, any office buildings, warehouses, parking areas, loading docks, driveways, sidewalks, curbs, fences, walls, landscaping, lighting, utility lines and connections, stormwater management facilities, and all other items and fixtures that are affixed to the Land in a manner that would render them real property under the laws of the State of Ohio (collectively the "Fixed Improvements"), together with all rights of Seller, if any, in and to all of the rights, privileges, and appurtenances belonging or in any way appertaining to the Fixed Improvements, including, but not limited to all right, title and interest of Seller in and to (i) all soil and substrata studies relating to the Land currently in the possession of Seller; (ii) all manufacturer's warranties, operating manuals, books, data and records regarding the Land and the Fixed Improvements currently in the possession of Seller; and (iii) all licenses, permits and other approvals issued by any state, federal or local authority relating to the use, maintenance or

operation of the Fixed Improvements to the extent that they may be transferred or assigned.

(c) The Property shall specifically exclude any and all items of tangible personal property, trade fixtures, machinery, equipment, fittings, apparatus and other property owned by tenants or other occupants, or by any third party, located in the Fixed Improvements, that are not intended to be conveyed to Buyer as part of this transaction (collectively the “**Excluded Items**”), all of which will be removed by the Seller by the Closing.

3. **PURCHASE PRICE**: The purchase price payable by Buyer hereunder for the Property shall be Two Million and Fifty Thousand Dollars and Zero Cents (\$2,050,000.00) (the “**Purchase Price**”), payable in immediately available funds, as follows:

(a) The Earnest Money paid to the Title Company in accordance with Section 8 herein, to be applied toward the Purchase Price at Closing; and

(b) The balance of the Purchase Price in the amount of Two Million and Forty Thousand Dollars and Zero Cents (\$2,040,000.00) to be paid at Closing.

4. **CLOSING; CLOSING COSTS**:

(a) The Closing shall take place through an escrow established with the Escrow Agent. Closing shall occur between the Parties on or before fifteen (15) days after the Inspection Period ends (the “**Closing Date**”).

(b) Buyer and Seller shall each pay, in good funds, their respective closing costs, allocated to each party in accordance with the local custom in Montgomery County, Ohio, and all other items required to be paid at Closing, except as otherwise provided herein.

(c) Buyer and Seller shall sign and complete all customary or reasonably required documents at or before the Closing Date.

(d) Fees for real estate closing services by the Escrow Agent shall be paid at Closing by Buyer.

5. **TITLE**: Title to the Property to be acquired hereunder will be free, clear and unencumbered at the time of closing except for the following: (a) easements, restrictions and covenants of record, if any, (b) survey matters that would be disclosed by an accurate survey, and (c) installments of taxes or assessments not yet due and payable. Seller shall have the right to clear any defects in title at Closing, and Buyer retains the right to waive any defect in title to any portion of the Property it is to receive hereunder, and upon such waiver the transaction shall proceed to Closing, *provided, however*, that in the event Buyer provides written objection to Seller to the title

on less than all the parcels of real estate it is to receive, received by Seller no later than the end of the Inspection Period, Buyer shall not be obligated to close.

6. **SELLER'S REPRESENTATION AND WARRANTIES:** Seller hereby represents and warrants to Buyer on and as of the Closing Date as follows:

(a) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller, are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon Seller in accordance with their respective terms.

(b) Seller's execution and delivery of this Agreement, and the transactions contemplated hereby, will not result in a breach, or violation, or a default (or any event which with notice and passage of time, or both, would constitute a default) under any of Seller's organizational documents or any contract, agreement, permit, license, order or decree, to which Seller or the Property is subject or by which Seller or the Property is bound.

(c) Neither Seller nor, to Seller's knowledge, nor any of its officers or directors, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(d) Except as specifically set forth herein, Seller makes no representations or warranties concerning the environmental condition and/or the condition of the Property. Seller is selling the Property in an as-is, where is, condition with no warranties or representations of any type, including without limitation, use of the Property for a specific purpose. Seller makes no representations or warranties with regard to municipality, zoning, school district, or the use of the Property, and Buyer assumes full responsibility for researching the conditions. Buyer acknowledges that Buyer has conducted investigations of all of these conditions and any other inspections it desires and the use of the Property and has verified that the Property is suitable for Buyer's intended use. Seller makes no representations with regard to conditions outside the boundaries of the Property, including, without limitation, to crime statistics, registration of sex offenders, noise levels, local regulations/development or any other issues of relevance to the Buyer and Buyer assumes full responsibility for researching such conditions. Buyer acknowledges that Buyer has been given the adequate opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this Agreement and or during the Inspection Period. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not relying, and has not relied, on Seller or any employee or agent of Seller.

(e) There is no action, suit, or proceeding pending or, to the Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect

the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims, for a period of one (1) year following the Closing, of any person or company due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

(f) No installments of assessments have been made against any portion of the Property which are unpaid (except *ad volarem* taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all city, State, and County *ad volarem* taxes and similar taxes and installments of assessments, all sewer and water charges, and all governmental charges levied or imposed upon or assessed against the Property which are due on or prior to Closing. Further, if there are any installments of assessments which have been made against any portion of the Property which remain unpaid, Seller shall pay any such delinquent installment of assessment in full at or before Closing and show Buyer evidence of satisfaction of said assessment(s).

(g) To Seller's knowledge, without inquiry, there is no dispute involving or concerning the location of the lines and corners of the Property.

(h) No lease agreements, month-to-month tenancies, prior options or rights of first refusal have been granted by Seller to any third party to purchase or lease any interest in the Property, or any part thereof, which are effective as of the Effective Date.

(i) At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property.

7. **REPRESENTATIONS AND WARRANTIES OF BUYER:** Buyer hereby represents and warrants to Seller on and as of the Closing Date as follows:

(a) Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon Buyer in accordance with their respective terms.

(b) Buyer's execution and delivery of this Agreement will not result in a breach or violation or a default (or any event which with notice and passage of time, or both, would constitute a default) under any of Buyer's organizational documents or any contract, agreement, permit, license, order or decree to which Buyer is a party.

(c) Neither Buyer nor, to Buyer's knowledge, any of its affiliates, and none of

its respective employees, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.

8. **EARNEST MONEY DEPOSIT**: For purposes of this Agreement, “**Business Day**” means a day of the week excluding Saturday, Sunday, and a Legal Holiday as defined in section 1.14 of the Ohio Revised Code. Within three (3) Business Days following execution of this Agreement by all Parties, the Buyer agrees to make payment to the Escrow Agent in the amount of \$10,000.00 as an earnest money deposit (“**Earnest Money**”). The Earnest Money shall be applied to the Purchase Price at Closing and subject to Buyer’s ability to perform under the terms of this Agreement. Any Earnest Money accepted is required to be placed in a separate trust or escrow account in accordance with Ohio law.

9. **INSPECTION PERIOD**:

(a) Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes after due diligence which shall include, without limitation, physical condition, appraisal, survey, title search, and environmental matters. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, demands, damages, losses and reasonable attorneys’ fees arising out of or related to said inspections. The foregoing obligation shall survive the termination or consummation of this Agreement.

(b) The decision as to whether the Property is suitable for its intended purpose shall be the sole decision of the Buyer, determined in the absolute discretion of the Buyer. Buyer shall have forty-five (45) days from the Effective Date at 5:00 p.m. Eastern Standard Time to cause Seller to receive written notification of its termination of this Agreement due to Buyer’s determination that the Property is unsuitable for its intended purpose (“**Inspection Period**”).

(c) In the Event the Buyer elects to terminate this Agreement, Buyer shall cause Seller to receive written notice of termination prior to the expiration of the Inspection Period. In the event Buyer timely provides said notice of termination, the Title Company shall be obligated to return the Escrow Money to the Buyer as provided herein, and neither Party shall have any further rights or obligations under this Agreement except as set forth herein.

(d) In the event Buyer does not cause Seller to receive written notice of termination prior to the expiration of the Inspection Period, the Buyer shall be deemed to be satisfied with its inspections of the Property, and this contingency shall be deemed to be fulfilled.

10. **ESCROW AGENT**: The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including, but not necessarily limited to, the Earnest Money (collectively the “**Escrow Money**”), which is subject to collection and disburse them in accordance with the terms of this Agreement. If the Escrow Agent has doubt as to its duties or obligations under this Agreement, Escrow Agent may, at its sole decision:

(a) Hold the Escrow Money: Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or

(b) Deposit: Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If the Escrow Agent is a licensed real estate broker, Escrow Agent will comply with Ohio law. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

11. **POSSESSION**: Actual, sole and exclusive physical possession of the Property shall be given to Buyer on the Closing Date by delivery of Seller's Limited Warranty Deed, duly executed and acknowledged by Seller (the "**Deed**") in the form marked as **Exhibit B** attached hereto and incorporated by reference herein.

(a) Transfer fees and Conveyance Taxes: Buyer shall pay all realty transfer fees and conveyance taxes and similar taxes, if any, imposed upon the delivery and/ or recording of the Deed or upon this transaction.

(b) Real Estate Taxes and Assessments: At Closing, Seller shall pay or credit on the Purchase Price (i) all real estate taxes and installments of assessments, including penalties and interest, which become due and payable prior to the Closing, and (ii) a pro-rata share, calculated as of the date of closing, of the taxes made in accordance with the Montgomery County "short term proration" method, in which Seller's share is based upon the number of days from the date of the immediately preceding semi-annual installment to the date of Closing. All prorations shall be based upon the most recent available tax rates, assessments and valuations, and the payment made at Closing shall be final.

12. **CONDITIONS OF THE AGREEMENT**:

(a) Conditions of Buyer: The obligations of Buyer under this Agreement are subject to the satisfaction at the time of Closing that Seller has performed all covenants, agreements and conditions required by this Agreement to be performed by Seller prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Buyer at or prior to Closing).

(b) Conditions of Seller: The obligations of Seller under this Agreement are subject to the satisfaction at the time of Closing that Buyer has performed all covenants, agreements and conditions required by this Agreement to be performed by Buyer prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Seller at or prior to Closing).

13. **BUYER'S INSPECTION**: BUYER IS RELYING UPON BUYER'S OWN EXAMINATION OF THE PROPERTY AND INSPECTIONS HEREIN REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION AND CHARACTER, AND THE PROPERTY'S

SUITABILITY FOR BUYER'S INTENDED USE THEREOF AND NOT UPON ANY REPRESENTATIONS BY THE SELLER OR SELLER'S AGENT, EXCEPT FOR THOSE MADE DIRECTLY TO THE BUYER IN WRITING. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT.

14. **ITEMS TO BE DELIVERED AT CLOSING BY SELLER:** At Closing, Seller shall deliver to Buyer (or to Buyer's nominee) the following:

- (a) The executed Deed;
- (b) The executed Closing Statement;
- (c) Such resolutions and certificates as Buyer or the Title Company shall reasonably require evidencing the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto; and
- (d) Any other documents required to be delivered by Seller pursuant to any other provisions of this Agreement.

15. **ITEMS TO BE DELIVERED AT CLOSING BY BUYER:** At Closing, Buyer shall deliver to Seller (or to Seller's nominee) the following:

- (a) Payment in accordance with Section 3 herein;
- (b) The executed Closing Statement;
- (c) Such resolutions and certificates as Seller or the Title Company shall require evidencing the due authorization of the execution and performance of this Agreement and the other documents to be delivered pursuant hereto; and
- (d) Any other documents required to be delivered by Buyer pursuant to any other provisions of this Agreement, or as otherwise required by the Title Company or Ohio law.

16. **BROKERAGE:** Buyer represents and warrants to Seller that Buyer has dealt with no broker or finder in connection with this sale. Seller represents and warrants to Buyer that Seller has dealt with Apex Commercial Realty ("**Seller's Broker**"), which solely represents Seller, in connection with this sale. Seller shall be responsible for any and all fees and costs due to Seller's Broker arising in anyway out of this Agreement and/or the transactions contemplated thereto. The provisions of this Section shall survive Closing.

17. **NOTICES:** All notices, demands, requests or other communications required or permitted under the terms of this Agreement (a) shall be in writing, (b) shall be deemed to have been provided on the earlier of (i) three (3) business days after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) the next Business Day after having been deposited (in time for delivery by such service on such business days) with

Federal Express or another national courier service, or (iii) in each case to the address of such Party set forth herein or to such other address in the United States of America as such Party may designate from time to time by notice to the other party hereto, Notwithstanding the foregoing, any notice of default shall be deemed to have been provided only upon receipt or refusal as evidenced by return receipt, courier receipt or other receipt provided by the overnight delivery service.

Notice to the Parties shall be delivered to the following persons and at the following addresses unless altered in the manner set forth herein:

If to the Buyer:

The City of Dayton, Ohio  
Division of Economic Development  
101 W. Third Street  
Dayton, Ohio 45402

With a copy to:  
(which shall not constitute notice)

Bruns, Connell, Vollmar & Armstrong, LLC  
c/o Kevin C. Connell, Esq.  
40 N. Main St., Ste 2010  
Dayton, Ohio 45423

If to the Seller:

Dayton Children's Hospital  
One Children's Plaza  
Dayton, Ohio 45404  
Attention: Charles Y. Kidwell, Jr., Vice President and Chief Legal Officer

and

Jerry McLaughlin, Director, Facilities Department  
Dayton Children's Hospital  
One Children's Plaza  
Dayton, Ohio 45404

If to the Escrow Agent:

Expert Title Escrow Agency LLC  
6804 Loop Rd.  
Dayton, Ohio 45459  
Attention: \_\_\_\_\_

**18. MISCELLANEOUS:**

(a) Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may not be assigned nor duties delegated by either Party hereto without the written consent of the other Party hereto.

(b) Entire Agreement; Governing Law: This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior, contemporaneous or other negotiations, representations, understandings and agreements of, by or among the Parties, express or implied, oral or written, which are fully merged herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the Party against whom enforcement of such change, modification, discharge or abandonment is sought. This Agreement shall be governed by and construed under the laws of the State of Ohio.

(c) Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the Parties reflected on this Agreement as the signatories.

(d) No Waiver: Neither the failure nor any delay on the part of either Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

(e) Time of the Essence: Time, wherever stated in this Agreement, is declared to be of the essence of this Agreement.

(f) Electronic Signature: Manual or electronic signatures on contract documents, transmitted in original electronic format shall be valid for the purposes of this Agreement and any amendments, addendums or notices to be delivered in connection with this Agreement. Only original, manually signed documents shall be valid for deeds or other documents to be recorded after Closing or as may be required by Buyer's lender and/or the title insurance company and/or Escrow Agent.

19. **REMEDIES**: In the event of a default by either Party, the non-breaching Party shall be entitled to any and all available remedies including specific performance, damages and such other remedies as may be available under applicable law.

20. **CALCULATION OF TIME**: The time within which an act is required to be done shall be computed by excluding the first and including the last day; except that, when the last day falls on Sunday or a Legal Holiday (as defined in Section 1.14 of the Ohio Revised Code), the act may be done on the next succeeding day that is not Sunday or a Legal Holiday.

[REMAINDER OF PAGE INTENTIONALLY BLANK]


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the day and year first above written.

**SELLER:**

**DAYTON CHILDREN'S HOSPITAL**  
an Ohio nonprofit Corporation

Date: \_\_\_\_\_

By:  12/30/25  
Name: Deborah Feldman  
Title: President + CEO

[BUYER'S COUNTERPART SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the day and year first above written.

**BUYER:**

**City of Dayton, Ohio**

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Jeffrey J. Mims, Jr., Mayor

\_\_\_\_\_  
Matthew Joseph, Commissioner

\_\_\_\_\_  
Christopher L. Shaw, Commissioner

\_\_\_\_\_  
Darryl Fairchild, Commissioner

\_\_\_\_\_  
Shenise Turner-Sloss, Commissioner

[ESCROW AGENT'S COUNTERPART SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, and for the limited purposes set forth therein, the Escrow Agent has executed this Agreement as of the day and year first above written.

**ESCROW AGENT:**

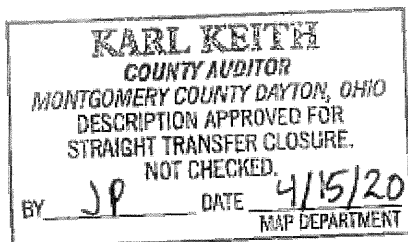
**EXPERT TITLE ESCROW AGENCY  
LLC**  
an Ohio limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**(Legal Description of Property)**



**EXHIBIT 'A'**

1103-2627304

**LEGAL DESCRIPTION**

Situated in the City of Dayton, County of Montgomery, State of Ohio, and is described as follows:

**TRACT I:**

**Parcel I:**

Situate in the City of Dayton, County of Montgomery, State of Ohio and being Lots Numbered Two Thousand Nine Hundred Seventy-Eight (2978), Two Thousand Nine Hundred Seventy-Nine (2979), Two Thousand Nine Hundred Eighty (2980), Two Thousand Nine Hundred Eighty-Two (2982), and Two Thousand Nine Hundred Eighty-One (2,981) of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio.

**Parcel II:**

Tract 1: Situate in the City of Dayton in the County of Montgomery and the State of Ohio. And being Lot Numbered Two Thousand Nine Hundred Eighty-Three (2,983) of the consecutive numbers of lots on the revised plat of the City of Dayton, Ohio, save and excepting the following described portion thereof:

Beginning at the Northwest corner of said Lot No. 2,983, and running thence Eastwardly a distance of twenty (20) feet along the South line of First Street to a point; Thence Southwardly parallel to the East line of said Lot a distance of Ninety-Nine (99) feet to a point; Thence Westwardly twenty (20) feet to a point on the West line of Taylor Street; Thence Northwardly along the East line of Taylor Street Ninety-Nine (99) feet to the place of beginning.

**Tract 2:**

Situated in the County of Montgomery, in the State of Ohio and in the City of Dayton: And being part of Lot Two Thousand Nine Hundred Eighty-Three (2,983) of the revised numbers of lots on the revised plat of the said City of Dayton, and being described as follows: Beginning at a point at the northwest corner of Lot No. 2983, said point being the point of intersection of the South line of First Street with the East line of Taylor Street; thence southwardly with the said East line of Taylor Street for a distance of 99.0 feet to a point; thence eastwardly with a line parallel with the South line of First Street for a distance of Twenty (20) feet to a point; thence northwardly along a line parallel to the East line of Taylor Street and a line parallel to the West line of Lot No. 2983 for a distance of 99.0 feet to a point in the South line of First Street; thence westwardly along the said South line of First Street for a distance of Twenty (20) feet to the place of beginning.

For informational Purposes only:

Property Address: 700 East First Street Dayton, Ohio 45402

Parcel No.:R72-00806-0001 R72-00806-0002 R72-00806-0003 R72-00806-0009

**Exhibit B**

**(Form of Deed)**

LIMITED WARRANTY DEED

DAYTON CHILDRENS HOSPITAL, an Ohio non-profit corporation, of Montgomery County, Ohio, for valuable consideration paid, grants to the City of Dayton, Ohio, whose tax-mailing address is \_\_\_\_\_, the following real property:

See Exhibit 1 attached hereto and incorporated by reference herein

Subject to the following reservations, and exceptions: (i) easements, restrictions and covenants of record, if any, (ii) survey matters that would be disclosed by an accurate survey, and (iii) installments of taxes or assessments not yet due and payable.

Prior Instrument Reference: Volume \_\_\_\_\_, Page \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

DAYTON CHILDRENS HOSPITAL, an Ohio non-profit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ the \_\_\_\_\_ of DAYTON CHILDREN'S HOSPITAL, an Ohio non-profit corporation on behalf of the corporation.

{Seal}

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public

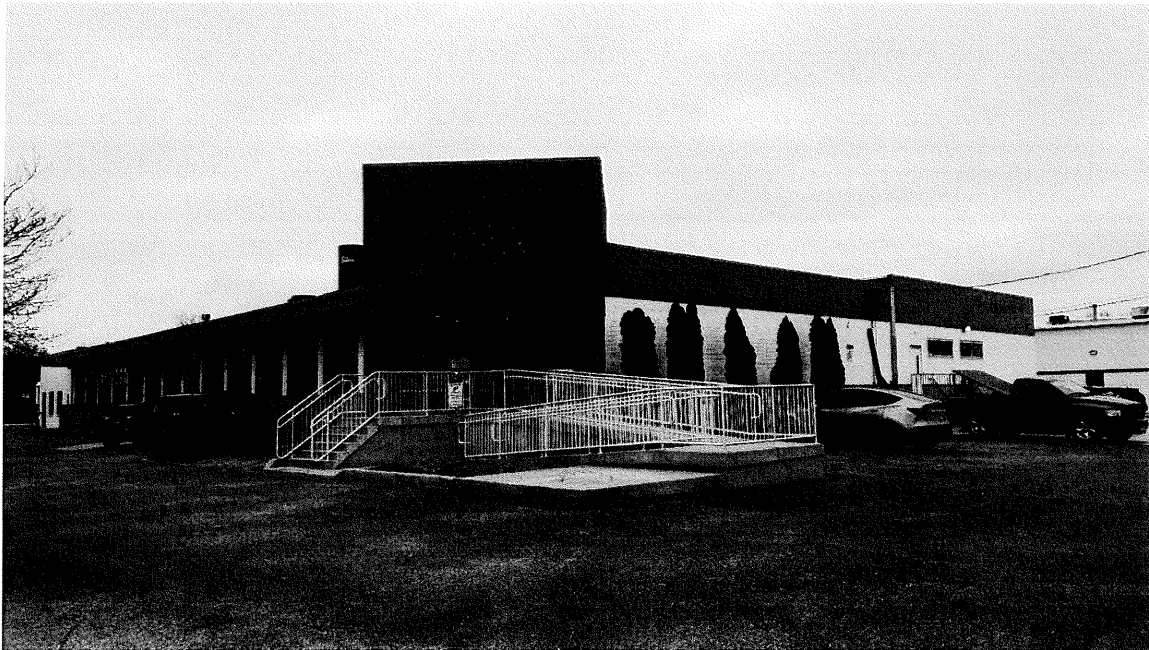
**This Instrument Prepared By:**  
Charles Y. Kidwell, Jr.,  
Dayton Children's Hospital  
One Children's Plaza



January 19, 2026

Mr. Kevin Connell  
BCVA Law  
40 N. Main Street  
Dayton, OH 45423

**ROOF & BUILDING ENCLOSURE CONDITION ASSESSMENT REPORT**  
**700 East First Street**  
**Dayton, Ohio 45402**



**INTRODUCTION**

RDA Group Architects [RDA] visited the one-story commercial building located at 700 E. First Street Building on December 11, 2025, to review the existing conditions related to the roof and building enclosure systems. RDA was engaged by BCVA to provide an assessment of the existing conditions, identify any current deficiencies and provide a short and long term forecast for any anticipated repair and/or replacement work as part of the due diligence process prior to the City of Dayton's potential purchase of the property. Jonathan Schaaf, Principal; Greg Snyder, Partner; and John Church, Roof Observer of RDA met on-site to review the existing conditions. This report is the result of the field investigation.

**BACKGROUND**

700 East First Street is a freestanding one-story commercial office building set at the east end of the downtown district in Dayton. There are adjacent commercial and multi-family residential buildings of similar size and scale surrounding this property. The building is generally oriented east-west on the south side of East First Street between Taylor Street and Meigs Street. Pond Street is located to the south of the building. The building is surrounded by surface parking lots. The main entrance of the building faces northwest to the intersection of East First Street and Taylor Street.

RDA understands that the building originally was a truck terminal / shipping logistics facility and has been adaptively reused over the course of its life. Most recently the building was utilized by Children's Medical Center as a medical facility but is currently vacant. There are three primary components to the



building – the primary building [A], the east warehouse [B], and the south warehouse [C]. There is a small section of an elevated roof monitor at a section of the primary building [D]. The original building is approximately 9,600 SF, the east warehouse is approximately 1,950 SF, and the south warehouse is approximately 4,000 SF.

The original building [A] was constructed in approximately 1940. The east warehouse [B] was constructed in 1951. It appears that the warehouse addition [C] to the south was constructed during the 2001 renovation to the property.



### **BUILDING FAÇADE / EXTERIOR ENCLOSURE COMPONENTS**

The facility is an “L” configuration. The front entry faces northwest to the intersection of East First Street and Taylor Street. The “I” portion of the building is essentially a masonry wall enclosed bay end-capping a post and beam center on each end. The L is formed by the later south warehouse construction built of CMU and metal panel exterior walls. All areas have low slope roof systems.

The exterior of the original portion of the building consists of a ribbed CMU base, aluminum storefront / curtainwall systems with column and beam enclosures and a projected roof overhang with exposed structure and wood roof deck. The roof system is a low sloped EPDM roof system.

The exterior of the east warehouse building consists of solid multi-wythe masonry walls capped with a stone coping. There are punched openings with aluminum framed materials. The roof system is a low sloped EPDM roof system.

The exterior of the south warehouse building consists of CMU and metal sided exterior walls capped with a metal coping. There are punched openings with aluminum framed materials. The roof system is a low slope structural metal roof panel.



## ROOF SYSTEM COMPONENTS

There are generally [4] roof areas as part of the building: the original building [A] with an elevated penthouse [D], the east warehouse roof [B], and the south warehouse roof [C]. Roof areas A, B, and D are a low slope EPDM roof system. Roof area C is a low slope structural metal panel roof system.

The EPDM roof systems are fully adhered over polyisocyanurate insulation over the wood deck.

RDA did not core the existing roof system as part of this evaluation, but was able to generally determine the roof system composition at the original building, Roof Area A, via the "attic" space at the northwest entry tower. The composition of the roof system is generally as follows [listed from top to bottom]:

- Fully adhered 60 mil EPDM roof membrane
- [1] layers of +/- 3.5" polyisocyanurate insulation [ +/- R-value of 20]
- Sloped wood plank roof deck.

RDA assumed that other roof areas are of a similar construction / roof system composition. RDA was not able to review any building drawings as part of our site visit.

RDA was able to locate several date codes on the EPDM roof membrane. The date codes indicate a production date of April 2002. This generally coincides with the sale of the building in 2001 and subsequent renovation thereafter. This puts the age of the EPDM roof systems at 24 years. It is assumed that any warranty which was in place is now expired.

The roof areas are accessed via door in the roof monitor. The roof monitor requires a portable ladder to access.

The original building contains parapet walls at the east and west ends, and a gravel stop termination at the north and south [coinciding with the roof overhang noted in the building façade portion of this report]. The roof extends up and over the top of the parapet walls and is capped with a metal coping.

At the upper roof monitor, the roof is sloped to the north and east to continuous gutters. All other areas contain a raised gravel stop style edge metal. At the northwest entrance roof, the elevated parapet / tower walls contain EPDM up and over the top and are capped with a metal coping.

The roof is structurally sloped in two directions with the low point of the roof deck at the center of the roof, extending from east to west. Primary roof drains are located along the low point of the roof. The drains are generally located to the north of the roof monitor. There are narrow tapered insulation saddles between the roof drains.

The original building roof also contains two linear skylight systems, one each side of the roof monitor which provide daylighting into the central corridor below. The skylights are set upon elevated curbs which have EPDM base flashing up and over the top.

The EPDM base flashing at the upper roof monitor walls extends behind the EIFS wall finish, which will make it challenging for accomplishing a roof replacement project in the future as there is likely no defined termination between the roof and the wall systems.

Secondary [overflow] roof drainage does not exist, nor is it really required due to the north and south sides of the building not containing parapets. RDA did not verify adequacy of the existing roof drainage sizing, however, no deficiencies were noted. Additionally, there were no areas noted that appear to have any issues with drainage.

The east warehouse roof area also EPDM, similar to the original building. The roof is sloped to the west and drains via [2] thru wall scupper sleeves as well as [2] overflow drains [which drain thru to the original building roof] in the intermediate parapet wall between the original building and the east



warehouse. The slope of the roof is good. The EPDM base flashing is terminated via an exposed termination bar located just below the stone coping.

The south warehouse roof area is a structural metal roof panel system. The roof slopes to the south into a continuous gutter at the low side of the roof. This roof area is bound by parapet walls at the north, east, and west. The parapet walls are covered with metal or EPDM base flashing and capped with a metal coping.

#### **OBSERVATIONS / CONDITIONS**

1. **Original Building:** The façade of the original portion of the building consists of a CMU base with integral planters at the north and south facades, aluminum storefront / curtainwall systems, and column and beam wraps. The roof extends to form an overhang at the north and south.
  - 1.1. **CMU Base:** The ribbed CMU used at the planters on the north and south facades is in average to good condition. It appears the planter linings are functioning.
  - 1.2. **Aluminum Storefront / Curtainwall systems:** The existing storefront system was originally a colored anodized red finish which was subsequently painted a bronze color. The paint is peeling / failing in multiple areas. The joint sealant at the perimeter of the openings is beginning to separate and fail. The column / beam wraps surrounding the aluminum storefront also have peeling paint in various locations.
  - 1.3. **Canopy / Overhang:** The canopy consists of wide flange steel beams with a wood plank roof deck over which is exposed from the underside. There is a perimeter steel C-channel at the fascia. There are areas where the paint at the fascia is peeling and exposing surface rust. The wood is generally in average condition considering its age with some surface discoloration noted. There was some bird nesting noted in the flanges of the steel beams.
  - 1.4. **The west façade is painted block / brick.** Generally it is in good condition.
  - 1.5. **Northwest Corner Building Entrance:** The primary building entrance is clad with EIFS. Overall the EIFS is in average condition with the exception of the areas / penetrations from the removal of the building signage.
  - 1.6. **The upper roof monitor / penthouse walls are clad with EIFS.** Overall the EIFS is in average condition.
2. **East Warehouse:** The façade of the east warehouse consists of solid, multi-wythe masonry construction, with a painted brick exterior finish.
  - 2.1. **The brick is in fair to average condition at the east warehouse.** The paint is starting to peel in areas. Sealant is failing at the perimeter of doors, windows, and glass block.
  - 2.2. **The steel lintel over the garage door is peeling,** revealing evidence of rusting and long-term delamination of the steel.
  - 2.3. **The steel man door frame is rusting at grade.**
3. **South Warehouse Building:** The façade of the south warehouse consists of a CMU façade with metal wall panels at the upper portions of the façade.
  - 3.1. **The CMU has vertical and stair step cracking in some areas of the façade.** The walls show signs of previous re-pointing in limited areas.
  - 3.2. **No substantial displacement was noted in either the vertical or horizontal direction.**
  - 3.3. **The vertical metal wall panels are in good condition overall.** The wall panels have exposed fasteners. No significant issues were noted.
  - 3.4. **The punched window openings are in good condition.**
4. **Northwest Entrance – Stair / Ramp / Landing:**
  - 4.1. **There is evidence of cracking of the concrete on both the vertical and horizontal surfaces of the topping slab at the landing and on the stair.**
  - 4.2. **There is evidence of previous repairs with varying degrees of current conditions.**
  - 4.3. **There is rust manifesting in the cracks and spalls likely due to the close proximity of the reinforcing steel to the surface of the concrete.**
  - 4.4. **There is spalling concrete at the post bases of the railing system.**
  - 4.5. **The railing system is in good condition.**
5. **West Stair / Landing:**
  - 5.1. **The stair is constructed with metal pans and a concrete topping.**



- 5.2. The steel is exhibiting rust at the stair treads.
6. South Entrance – Stair / Ramp / Landing:
  - 6.1. The parge coat / coating system at the vertical faces of the concrete is failing.
  - 6.2. There is evidence of previous repairs at the corner of the concrete landing.
  - 6.3. It was noted that the ramp blocks the drains / weeps from the base of the CMU planter.
  - 6.4. The railing system is in good condition.
7. Southeast Stair / Landing:
  - 7.1. The stair system is precast concrete and is “shimmed” over a concrete walk which is pulling away from the cast in place concrete landing.
  - 7.2. The concrete cap at the landing is spalling on the vertical faces.
  - 7.3. The parge coat / coating system at the vertical faces of the concrete is failing.
  - 7.4. The railing system is in good condition.
8. Roof System / Membrane:
  - 8.1. Generally, the EPDM roof systems are in good condition considering their age of +/- 24 years and that the membrane is exceeding its expected service life. The seams are sealed with pressure sensitive tape and appear to be holding well. Patches, etc. are also sealed well overall. The EPDM is adhered well to the insulation without any excess wrinkles or mole runs. There are no obvious installation deficiencies.
  - 8.2. The base flashing at the walls is generally in good condition and still well adhered to the substrate. There are a couple of locations where the base flashing is pulling, in particular around the roof monitor.
  - 8.3. There were a couple of locations where it appears the insulation is breaking down, specifically at the roof access door and at the west end of the roof monitor where there would be somewhat regular foot traffic to service rooftop equipment.
  - 8.4. The roof to wall expansion joint between the original building and the south warehouse building is in good condition.
9. Metal Roof System [south warehouse]
  - 9.1. The structural metal roof panels are in good condition overall. The system does have exposed fasteners at various locations in the roof system. The fasteners should be evaluated for proper seal to the metal as the EPDM / grommeted head of the fasteners deteriorate over time.
  - 9.2. There is an exhaust fan penetration in this roof which appears to have had leak issues in the past due to the flashing conditions at the curb. This will need periodic maintenance.
10. Roof Drainage / Drains:
  - 10.1. The roof has good positive slope to the primary roof drains. No areas of suspected excess ponding water were noted.
  - 10.2. The roof drains were in good condition overall. RDA did not confirm conditions at each drain, but did generally review the roof drain components. No issues were noted.
11. Roof Equipment / Curbs / Penetrations:
  - 11.1. The roof areas contain a number of rooftop units mounted on curbs. No issues noted. There are equipment enclosures which serve to provide utilities to the rooftop units. These equipment enclosures need some preventive maintenance on the sealant joints where the utility lines exit the enclosure. There is also gas piping extending from the equipment enclosure to the rooftop unit. The dirt legs of the gas piping is tight to the roof in a number of locations, this should be remedied as part of any roof replacement project in the future. In the interim it may be possible to slip a sacrificial sheet under the bottom of the dirt leg for some added protection.
  - 11.2. Existing curbs, rail curbs, penetrations, etc are generally in good condition.
12. Skylight Systems
  - 12.1. The skylight glazing is approaching the end of its expected service life. The exact composition of the glazing is not known, but there have been attempts to re-seal the perimeter of the glazing to the framing.
13. Exterior Parapet Walls:



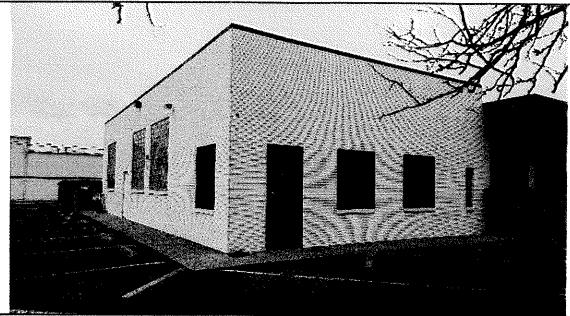
- 13.1. The metal copings are generally in good condition. The copings are secured via a cleat at the exterior side of the wall and exposed fasteners at the interior side of the wall. No deficiencies were noted.
14. Roof Monitor Walls:
  - 14.1. The exterior face walls of the penthouses and the mechanical court screen walls are clad in EIFS.
  - 14.2. The EIFS is generally in good condition.



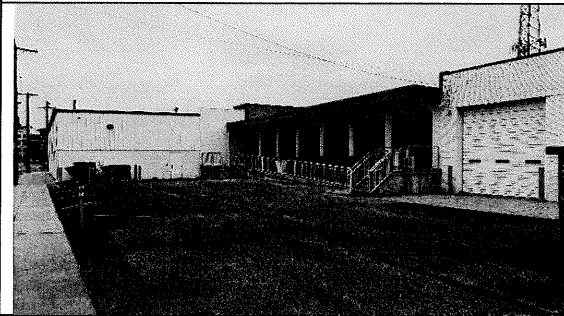
PHOTOGRAPHS



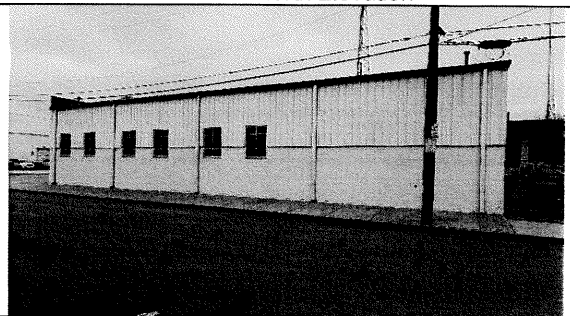
01 – North Elevation -



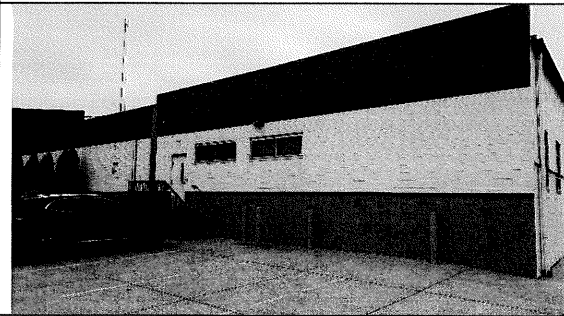
02 – East Warehouse – North Elevation -



03 – South Elevation -



04 – South Elevation at south warehouse addition



05 – West Elevation at south warehouse addition



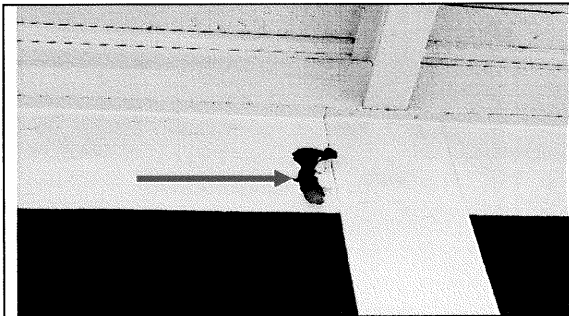
06 – Typical ribbed CMU at planters at base of original portion of the building



07 – aluminum storefront system – painted finishes are failing exposing the original colored anodized finish



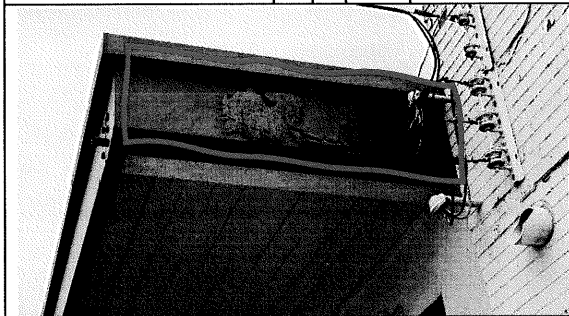
08 – aluminum storefront system – painted finishes are failing exposing the original colored anodized finish



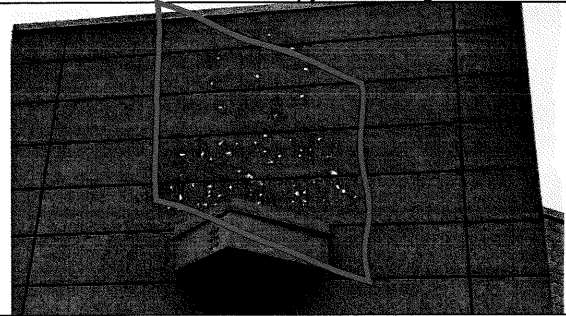
09 – Column / Beam wrap – prep and paint



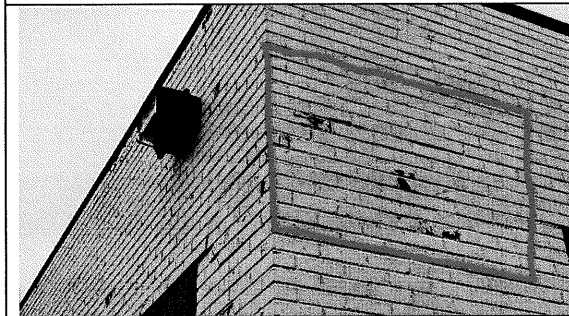
10 – Underside of roof canopy / overhang -



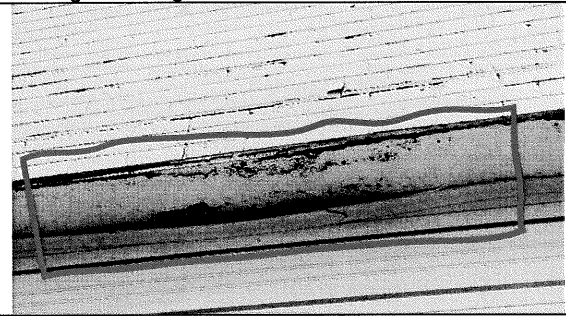
11 – Steel C-channel fascia at roof canopy / overhang is rusting in some locations



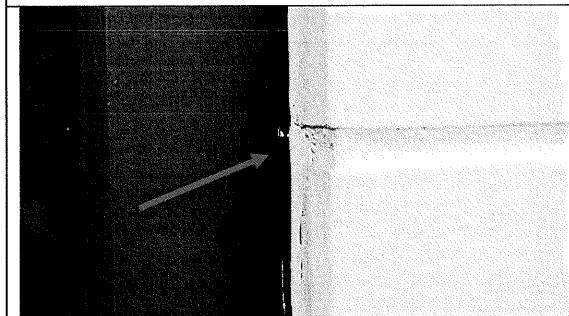
12 – EIFS finish at the northwest corner building entrance. EIFS finish is in average condition, note damage from sign removal.



13 – Brick at east warehouse. Paint is peeling.



14 – Steel lintel at overhead garage door is rusting and delaminating



15 – Sealant failure at the perimeter of the window openings at the east warehouse



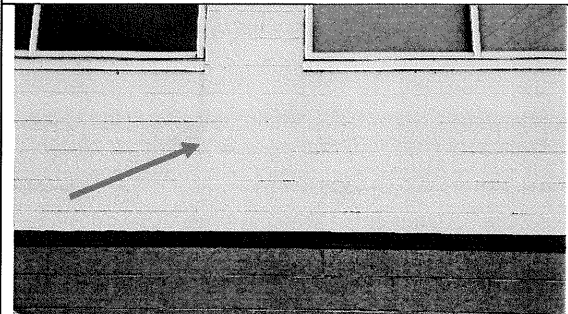
16 – Sealant failure at the perimeter of the glass block opening at the east warehouse



17 – Rusting of the hollow metal door frame at the man door at the east warehouse



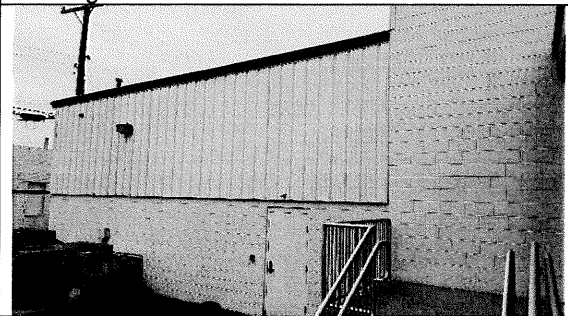
18 – existing CMU facades with vertical and stair step cracking in select areas



19 – existing CMU facades with vertical and stair step cracking in select areas



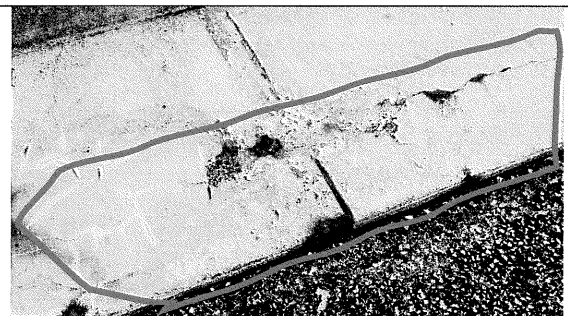
20 – existing CMU facades with vertical and stair step cracking in select areas



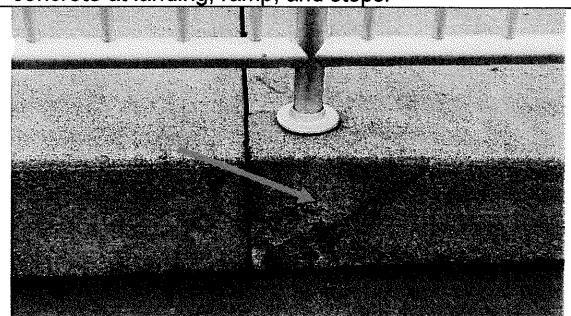
21 – existing metal siding panels



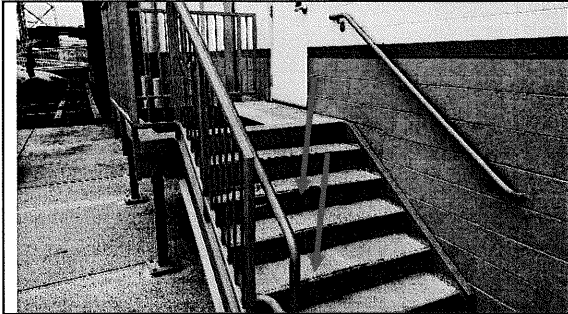
22 – Northwest Entrance – cracking and spalled concrete at landing, ramp, and steps.



23 – Northwest Entrance – surface rust on the concrete likely from proximity of the reinforcing steel to the surface of the concrete.



24 – Northwest Entrance – Existing railing system / spalled concrete at railing post bases.



25 – West Stair / Landing – rusting at the steel components



26 – South Entrance – failing concrete parge coat at face of vertical concrete surfaces.



27 – South Entrance – planter adjacent to the building.



28 – Southeast Stair / Landing -



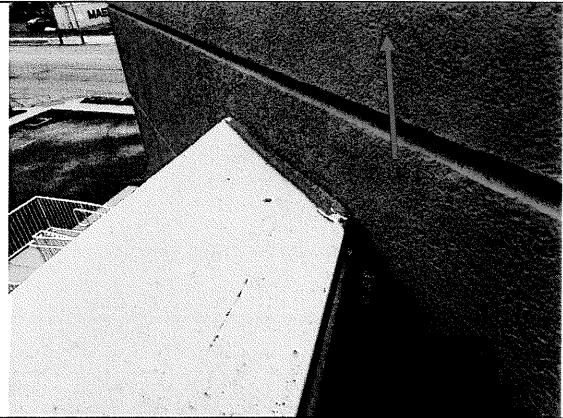
29 – Southeast Stair / Landing -



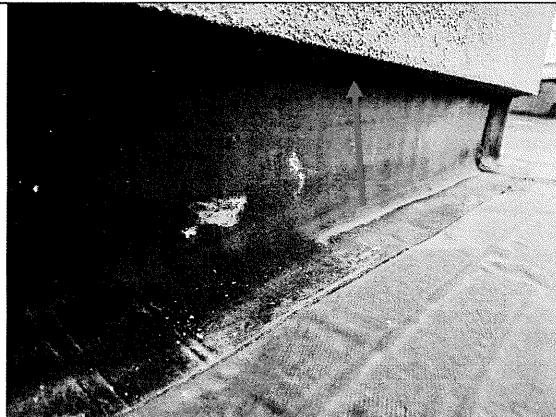
30 – Main Building Roof looking East, south warehouse roof is to the right of the photo.



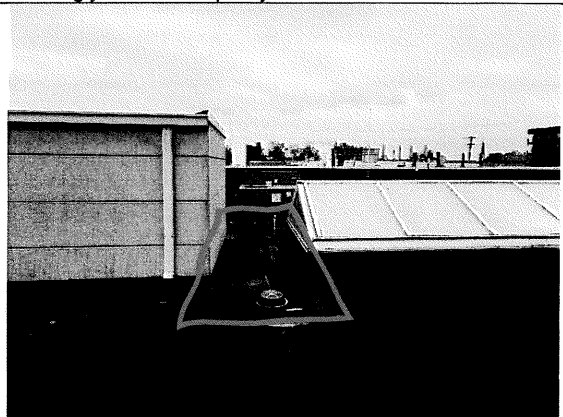
31 – Main Building Roof looking East



32 – Intersection of coping to northwest entrance – existing joint relies upon joint sealant



33 – EPDM base flashing at roof monitor wall – note no termination of the EPDM, simply extends behind EIFS.



34 – EPDM roof system is soft [insulation is breaking down] between the end of the roof monitor and the skylight.



35 – EPDM roof system is soft [insulation is breaking down] between the end of the roof monitor and the skylight at the roof access door



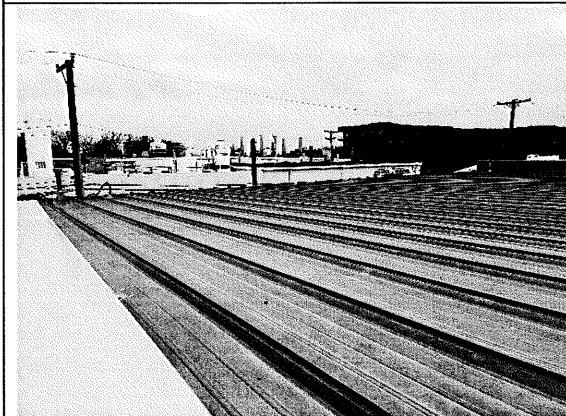
36 – Roof edge at the south side of the original building looking west



37 – Transition between upper roof monitor and the base flashing at the north side of the south warehouse



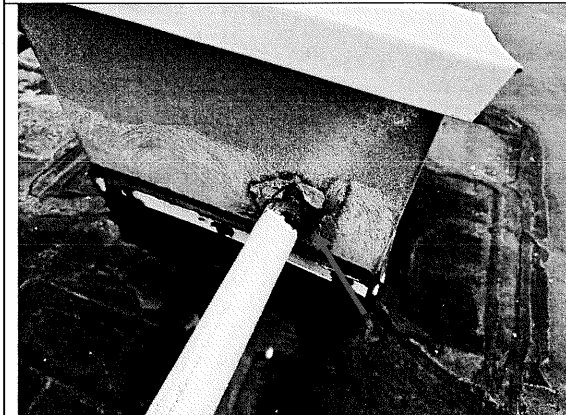
38 – head / high wall flashing at the south warehouse. Note the exposed fasteners at the flashing have been repaired. The flashing is exhibiting some rust.



39 – South Warehouse metal roof panels are in good condition overall



40 – Typical rooftop unit and equipment enclosure



41 – Typical penetration into the equipment enclosure – preventative maintenance item



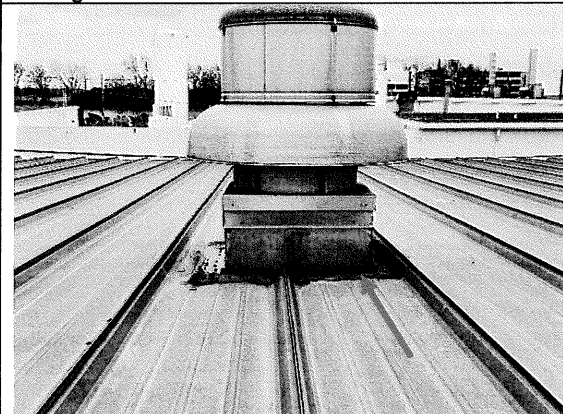
42 – East warehouse roof, note sloped to the west toward the original portion of the building



43 – Drainage scupper thru the intersecting parapet wall between the East Warehouse and the original building roof for drainage of the east warehouse. Note rusting on the metal



44 – Typical skylight conditions – glazing is nearing the end of its service life, joint sealant applied to maintain water tight.



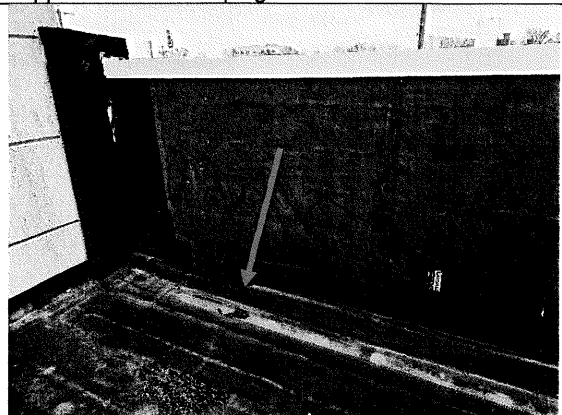
45 – Curb / flashing at the south warehouse roof. Has been previously repaired.



46 – EPDM wase flashing over CMU parapet walls, capped with metal coping at south warehouse roof.



47 – Note pulling of the base flashing at the original building roof at the roof monitor.



48 – Upper wall at the south side of the original building roof where the south warehouse addition is located. Note the foam backer rod at the roof / wall intersection as an expansion joint.



## RECOMMENDATIONS

1. Original Building:
  - 1.1. Repair / Repoint ribbed CMU mortar joints where required.
  - 1.2. Prep and paint aluminum storefront systems.
  - 1.3. Prep and paint column and beam wraps.
  - 1.4. Remove existing, install new joint sealant at the perimeter of the aluminum storefront openings.
  - 1.5. Clean, prep and paint steel fascia.
  - 1.6. Prep and paint the west CMU / brick façade.
  - 1.7. Prep and repair existing EIFS finishes at the northwest building entrance. Apply a new coating system to the EIFS.
2. East Warehouse Building:
  - 2.1. Prep and paint all brick facades.
  - 2.2. Prep and apply rust inhibitor to the steel lintel at the overhead garage door. Prep and paint.
  - 2.3. Prep and paint over building components where required.
  - 2.4. Remove existing, install new joint sealant at the perimeter of all openings, dissimilar materials, etc.
3. South Warehouse Building:
  - 3.1. Repair / repoint the existing CMU mortar joints where required.
  - 3.2. Prep and paint the CMU facades.
  - 3.3. Re-seal applicable flashings / terminations / transitions at the metal siding panels.
4. Northwest Entrance: Install crack repairs and a protective coating system to the concrete surfaces.
5. West Stair / Landing: Prep and paint the steel components. Install a coating system at the concrete tread surfaces to assist in preventing water intrusion.
6. South Entrance: Prep and apply a coating system to the concrete surfaces.
7. Southeast Stair / Landing: Repair spalling concrete. Install new brackets to secure the stair to the landing. Prep and apply a coating system to the concrete surfaces.
8. Roof Replacement: The existing EPDM roof systems should be scheduled for replacement in the next +/- 3 years. As part of that project, the rooftop components, flashing, etc. should be addressed, replaced, and upgraded as necessary.

Note: the above recommendations are an outline only, they should not be construed as a statement or scope of work document.

## BUDGET

|   |     |           |
|---|-----|-----------|
| 2026 Building Façade Preventative Maintenance scope - | +/- | \$100,000 |
| 2026 Roof Preventative Maintenance scope -            | +/- | \$ 5,000  |
| 2028 Roof Replacement scope -                         | +/- | \$400,000 |



#### SUMMARY

The building facades are generally in average condition. There are current and deferred maintenance needs such as joint sealant replacement, painting, re-pointing, etc. which should be addressed sooner than later to prevent further or additional deterioration of the building finishes.

The building roofs are generally in average condition considering their age. The EPDM roofs, while still currently performing, should be considered for replacement in the next +/- 3 years, simply due to the age of the roof system. RDA did not accomplish any destructive testing of the roof system to confirm if there is any moisture within the roof system. The metal panel roof system is in good condition overall and should have some preventative maintenance items accomplished such as sealant replacement, fastener replacement, etc. to maintain the roof for longer term service.

Please contact me if you have any questions regarding this conditions assessment report.

Sincerely,

Jonathan Schaaf

**PRINCIPAL | SR. PROJECT ARCHITECT**

RA | LEED AP | RRO

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**700 E. FIRST ST  
DAYTON, OHIO**

**MEP SYSTEMS ASSESSMENT**

**JANUARY 2026**

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**PREPARED BY:**

**NAUMAN & ZELINSKI LLC  
204 S. LUDLOW ST., SUITE 400  
DAYTON, OHIO 45402**

## **Facility Location**

700 East First St  
Dayton, OH

## **Facility Description**

The facility is a single-story “B” Occupancy building of approximately 6,000 square feet. There is a small basement area below the main east/west corridor.

The facility includes an unfinished garage portion on the east side of the building. This area was not renovated when the previous tenant purchased and moved into the building. The MEP systems consisting of a single gas fired heating furnace and a dedicated electrical service are not operational in this east garage.

## **Purpose**

Nauman & Zelinski LLC (NZ) was commissioned by Bruns, Connell, Vollmar & Armstrong, LLC (BCVA) to provide a due diligence MEP systems review for the City of Dayton as they prepare to enter a contract to purchase the facility.

The NZ review was to confirm age and general condition of MEP systems. This review did not include system testing or component evaluation. NZ reviewed the MEP systems in the finished office area of the facility.

## **System Description and Assessment**

### **Fire Suppression System**

The facility is not currently protected with an automatic sprinkler system. The Ohio Building Code for a “B” Occupancy single story building does not require a sprinkler system.

#### ***Assessment Note:***

Should the new owner wish to change the occupancy of the building, an automatic sprinkler system may be required depending on the new occupancy rating. Installing a sprinkler system would require a new dedicated 4” or 6” fire line be routed into the building, the current water service is not large enough for a sprinkler system.

### **Plumbing Systems**

The water service from the street to the building is 1.25” in size with proper backflow prevention. This cold-water service is routed to all plumbing fixtures and the water heater. This incoming water line is of sufficient size for the building and would accommodate additional fixtures.

Water heating is provided via a single 50-gallon electric water heater. The hot water system is looped with a return pump.

The facility plumbing fixtures are china tank type water closets, integral bowl lavatories and wall hung china urinals.

Natural gas is provided to the facility by the local utility provider (Center Point Energy), there are two gas meters. One meter serves the heating unit in the east garage bay, the second meter serves the remainder of the building. The HVAC rooftop units are the only gas appliances in the facility.

The plumbing fixtures and water heater are in good to excellent condition, installed in 2020.

*Assessment Note:*

While on site a representative from the City of Dayton expressed their desire to turn the offices on the south side of the building into exam rooms and add a sink in each. It should be noted that there is currently no plumbing in this area of the building. Cold and hot water could be routed to the new fixtures relatively easily but sanitary piping from each sink will be more challenging. New sanitary piping will have to run below the floor in the crawl space area and will then have to pass through a portion of the slab on grade area to get to the sanitary main in the basement. The depth of the crawl space is unknown and therefore the flooring in the south area may have to be removed to run the new piping. In the slab on grade portion the flooring will have to be removed and the floor slab cut open to install the piping. The main sanitary pipe is exposed in the basement where the final connection would be made.

## **HVAC**

Heating, Ventilating, and Air Conditioning (HVAC) for the facility is provided by eight (8) single zone packaged rooftop units. Six units on the roof, two on grade. Each unit contains a natural gas furnace and an electric refrigeration system. The units are a 50/50 mix of four (4) and five (5) tons of cooling each. This sizing and the quantity of units is driven by the limitation of the single-phase power, see Electrical below. The return system to each unit is a fully ducted system, which then allows the use of various pvc materials above the ceiling.

All of the units were installed in 2020 and are in good to excellent condition. A typical packaged unit such as these would be expected to have a life span of 15 years. The units are connected to a DDC front end panel which appears to be utilized to allow remote monitoring of the systems. Control of cooling and heating at each unit is done through the room thermostats, the DDC system monitors only.

The IT room receives conditioned air from one of the packaged rooftop units, it does not contain a dedicated cooling unit. Depending on the heat load of the new owners' IT equipment this may be problematic and could require the installation of a dedicated cooling unit.

The facility contains a small split system cooling unit, rooftop condensing unit and indoor evaporator. The location of the indoor unit is unknown; there were a number of locked doors that did not allow access to view all rooms and locate this indoor unit.

The restrooms and janitors' closet are exhausted via a single roof top exhaust fan. This fan was also installed in 2020 and is in good to excellent condition.

The building also contains a sub-slab radon mitigation system. A small exhaust fan on the roof is ducted via 4" pvc pipe to below the floor slab. The fan is operating and the system is showing negative pressure from below the slab. The age of the system is unknown and existed when the previous owner moved into the building.

## **Electrical**

Similar to natural gas, the facility has two (2) electric services, both overhead from nearby poles. One service enters the east side garage and serves only that area. The second larger service enters on the west side of the building and powers the majority of the building. The service at the east end is aged and the electrical gear is outdated. When and if this garage area is renovated, this service should be removed and the main area power extended to serve the renovated space. The main building service is 120/240v 1 phase service into a 600-amp main panel. Each of the four (4) distribution panels spread across the building are fed from this main panel. All panels are manufactured by Square D, which will make obtaining additional breakers very easy.

### ***Assessment Note:***

The single-phase service limits all the HVAC equipment to be no larger than 5 tons, which is the largest single phase size manufacturers make. The single-phase service could limit the owner's ability to install equipment such as X-Ray, or larger HVAC equipment. When planning future projects this limitation should be considered and any equipment carefully selected to be single phase power.

Facility lighting is 100% LED fixtures with a mix of 2x4, 2x2 and can lights. The lighting is in excellent condition.

The building contains a small IT room which houses a data rack. It appears all station data cables from room jacks back to the rack have been removed. The IT room also contains the facility fire alarm panel, and the HVAC DDC controls cabinet.

The facility contains a fire alarm system consisting of a main panel located in the IT room and a remote annunciator at the main entry on the northwest corner of the building.

End devices in the building consist of horn and strobe signaling devices and exit door pull stations, and ceiling smoke detector initiating devices. Each rooftop heating and cooling unit contains a return air duct smoke detector. The system as installed meets all code requirements.

Door security, card readers and building motion detectors are connected to a central Sonitrol system, which includes a cellular communicator for dial out to a monitoring agency.

The facility does not have any provisions for emergency power. All life safety devices, exit and egress lighting and the fire alarm system are battery backup devices.

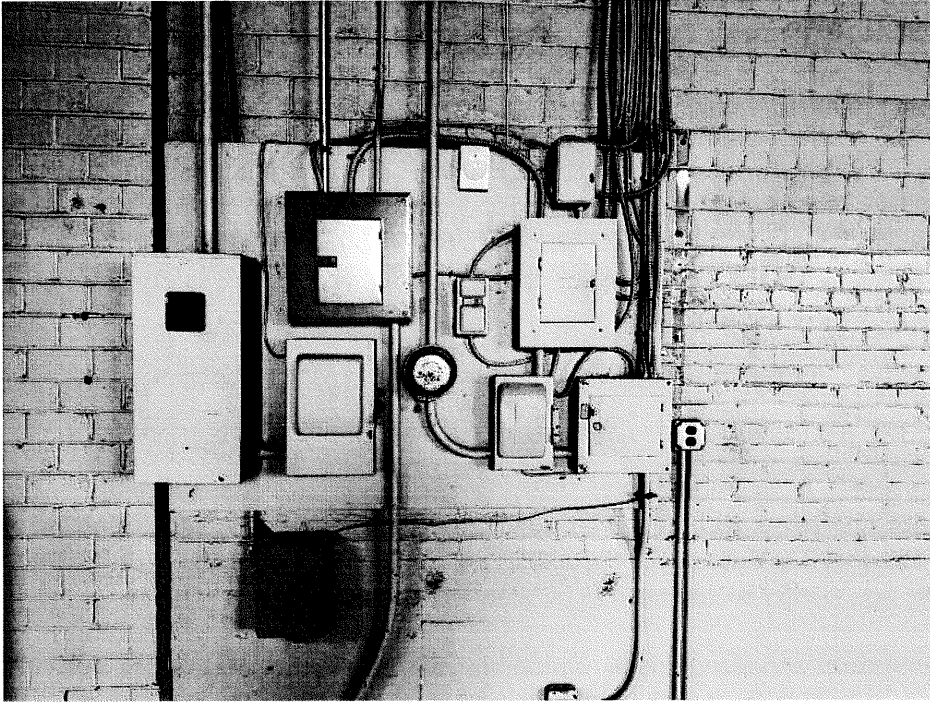
### **Summary**

In general, the MEP systems within the building are in good to excellent condition and appear to have been well maintained. The exception to this is the east side garage which if utilized by the new owner would need to be replaced and upgraded.

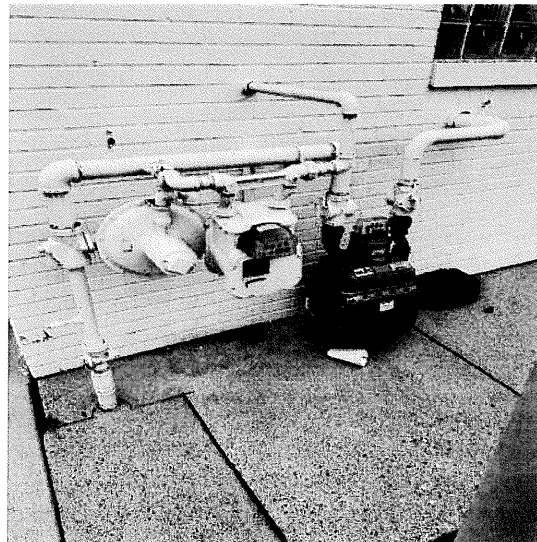
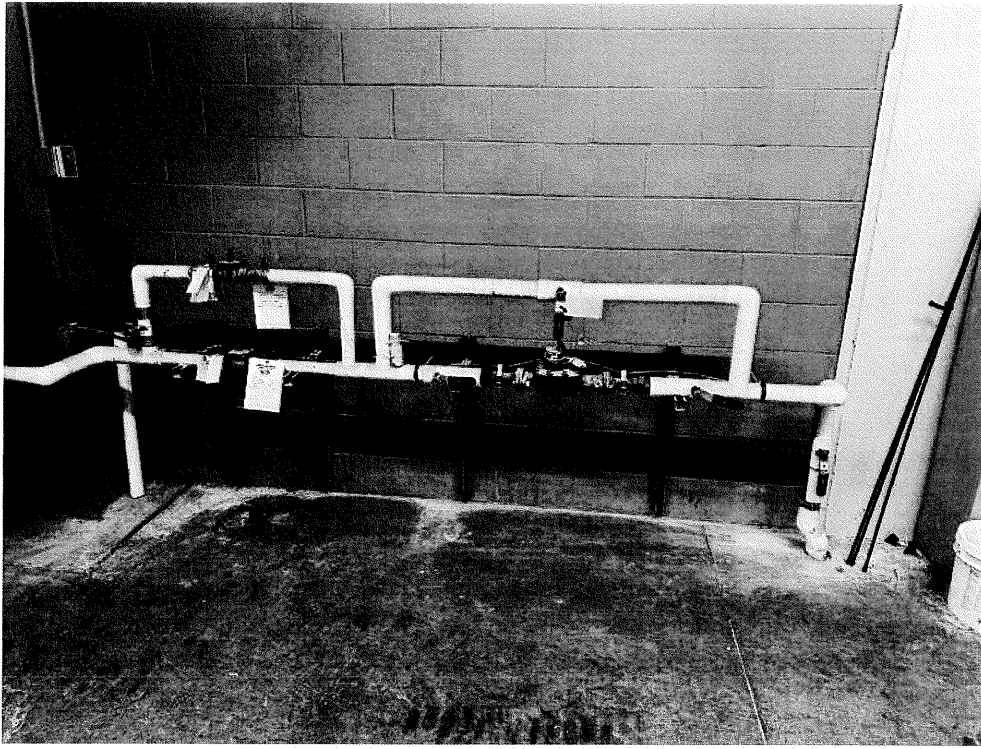
The single-phase power service and lack of plumbing utilities in the south office area could present challenges or limitations in the future but are not cause for immediate action.

The following pages are MEP systems photos:

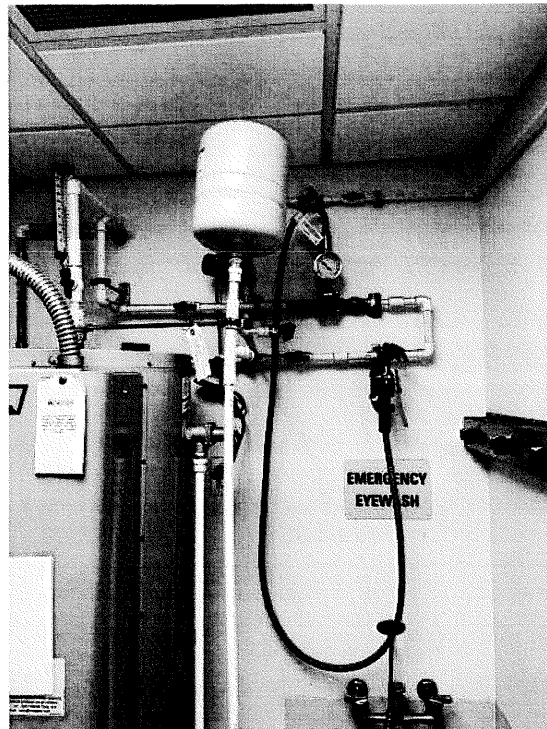
## East Garage MEP Systems



## Water and Gas Services

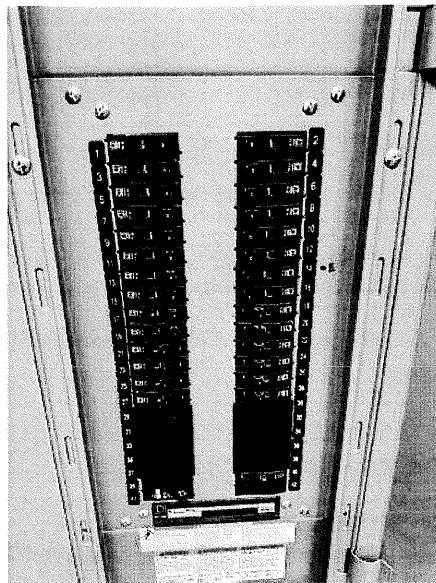
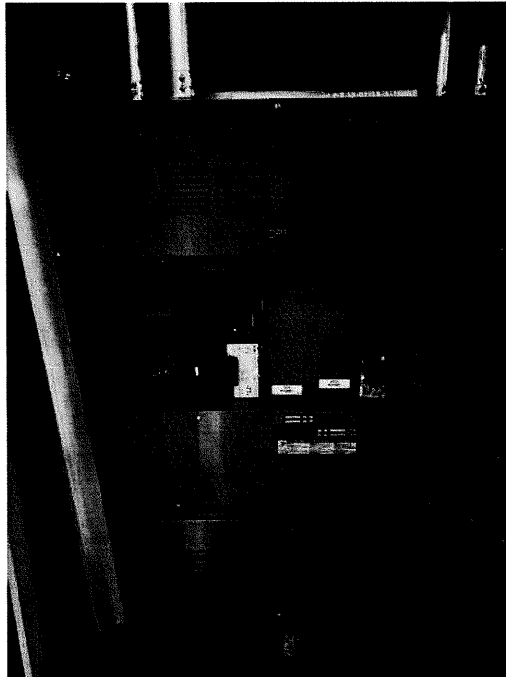


## Water Heating

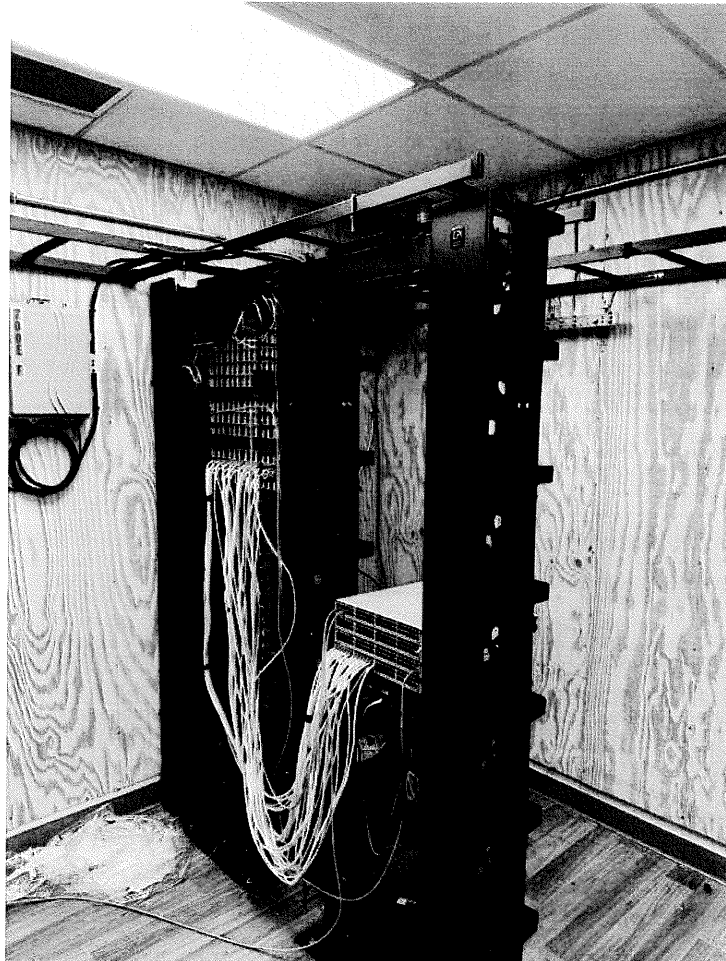




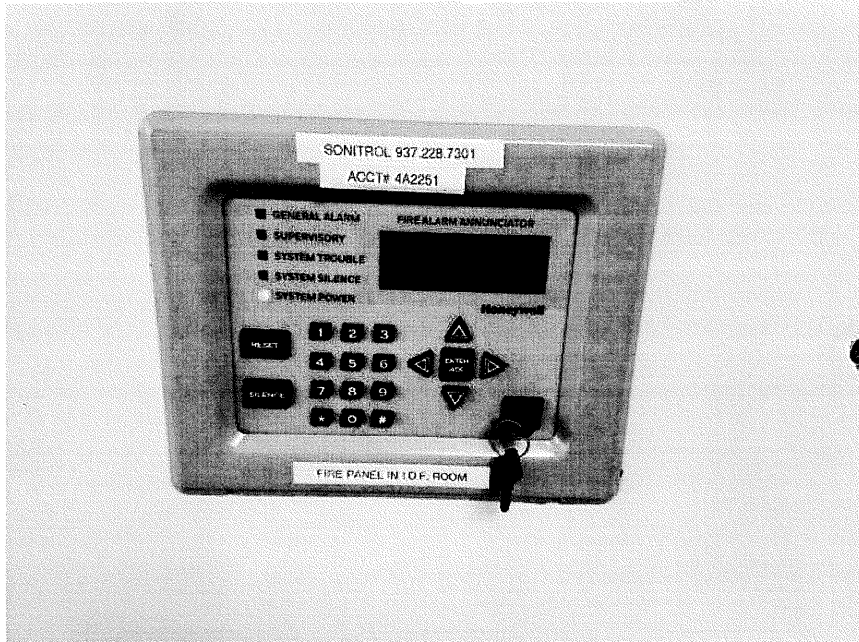
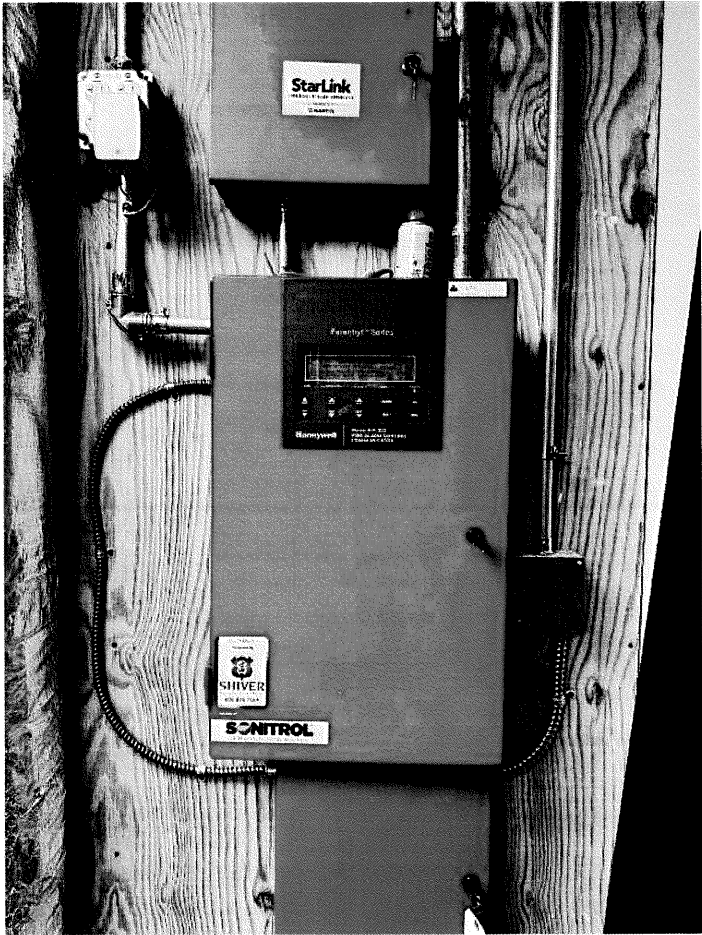
## Electrical Panels



**IT Room**



**Fire Alarm**



BY.....

NO. 2025-26

AN ORDINANCE

Appropriating Funds for the Year 2026 to Provide for the Operating and Capital Expenses of Various Offices, Departments, and Divisions of the Government of the City of Dayton.

WHEREAS, State law and the Charter of the City of Dayton require an Annual Appropriation Ordinance to provide for the expenses and obligations of various City Departments for the ensuing year; and

WHEREAS, State law imposes an April 1 deadline by which each political subdivision or other taxing unit of the State of Ohio shall pass an annual appropriation measure for that fiscal year; now, therefore,

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

Section 1. That there shall be and hereby are appropriated out of any monies in the treasury, or any accruing revenues of the City available for said purposes, the sums of appropriation hereafter set forth in the column marked "2026 Appropriations".

| GOVERNMENTAL FUND TYPE       |  | 2026<br>Appropriations |
|------------------------------|--|------------------------|
| <i>(1) General Fund - 10</i> |  |                        |
| 1200                         | Clerk of Commission                            | 1,563,300              |
| 1300                         | Civil Service Board                            | 2,118,400              |
| 1400                         | Human Relations Council                        | 1,136,600              |
| 2100                         | City Manager's Office                          | 1,717,300              |
| 2101                         | Public Affairs                                 | 1,471,900              |
| 2105                         | Office of Sustainability                       | 285,400                |
| 2300                         | Dept. of Planning, Neighborhoods & Development | 11,681,500             |
| 2500                         | Clerk of Courts                                | 4,740,900              |
| 2510                         | Municipal Court                                | 6,342,200              |
| 2700                         | Office of Management & Budget                  | 1,753,100              |
| 3400                         | Department of Water                            | 134,500                |
| 5200                         | Department of Law                              | 3,498,600              |
| 5300                         | Department of Finance                          | 6,013,200              |
| 5500                         | Department of Information Technology           | 8,499,100              |
| 5600                         | Department of Human Resources                  | 1,400,700              |
| 6200                         | Department of Police                           |                        |
|                              | Expenses                                       | 70,596,400             |
|                              | Transfers Out                                  | 505,600                |
|                              | <b>Total</b>                                   | <b>71,102,000</b>      |
| 6300                         | Department of Fire                             | 53,737,700             |
| 6400                         | Department of Public Works                     | 34,694,500             |
| 6500                         | Department of Recreation                       | 4,296,900              |
| 9980                         | Non-Departmental                               |                        |
|                              | Expenses                                       | 5,309,600              |
|                              | Transfers Out                                  | 1,474,100              |
|                              | <b>Total</b>                                   | <b>6,783,700</b>       |

|  |   | 2026               |
|--|---|--------------------|
|  |   | Appropriations     |
| Issue 9 - General Fund - 10001                                   |   |                    |
| 6420   | Department of Public Works                        | 644,000            |
| 9980   | Non-Departmental                                  |                    |
|  | Transfers Out                                     | 11,085,000         |
|  | <b>Total</b>                                      | <b>11,085,000</b>  |
|  | <b>Total Issue 9 - General Fund</b>               | <b>11,729,000</b>  |
| Community Golf & Recreation Fund - 13000                         |   |                    |
| 6550   | Department of Recreation                          |                    |
|  | Expenses  | 2,066,600          |
|  | Transfers Out                                     | 1,155,100          |
|  | <b>Total Community Golf &amp; Recreation Fund</b> | <b>3,221,700</b>   |
| 16999  | Special Projects - 16000 - 16999                  |                    |
|  | Expenses  | 23,958,900         |
|  | Transfers Out                                     | 3,779,900          |
|  | <b>Total</b>                                      | <b>27,738,800</b>  |
|  | <b>Prior Year's Unexpended Appropriation</b>      | <b>3,678,600</b>   |
|  | <b>Total Special Projects</b>                     | <b>31,417,400</b>  |
| 75000  | Income Tax Fund - 75000                           |                    |
|  | Transfers Out                                     | 8,033,000          |
|  | <b>Total</b>                                      | <b>8,033,000</b>   |
|  | <b>Total General Fund</b>                         | <b>277,372,600</b> |
| <b><u>(2) Special Revenue</u></b>                                |   |                    |
| <b>Roadway Maintenance Fund - 21000 - 21999</b>                  |   |                    |
| <b>Street Maintenance Fund - 21000</b>                           |   |                    |
| 6400   | Department of Public Works                        | 7,534,200          |
|  | <b>Total Roadway Maintenance Fund</b>             | <b>7,534,200</b>   |
| <b>Street Maintenance Capital - 21200</b>                        |   |                    |
| 6400   | Department of Public Works                        | 2,305,300          |
|  | <b>Total Street Maintenance Capital</b>           | <b>2,305,300</b>   |
| <b>Highway Maintenance Fund - 21100</b>                          |   |                    |
| 6400   | Department of Public Works                        | 602,800            |
|  | <b>Total Highway Maintenance Fund</b>             | <b>602,800</b>     |
|  | <b>Total Roadway Maintenance Fund</b>             | <b>10,442,300</b>  |
| <b>HUD Programs Operating</b>                                    |   |                    |
| <b>Community Dev. Block Grant Fund - 26204 - 26210 and 26102</b> |   |                    |
| 2300   | Dept. of Planning, Neighborhoods & Development    | 1,041,500          |
|  | <b>Total Community Dev. Block Grant Fund</b>      | <b>1,041,500</b>   |
| <b>HOME Operating Fund - 27000</b>                               |   |                    |
| 2300   | Dept. of Planning, Neighborhoods & Development    | 108,100            |
|  | <b>Total HOME Operating Fund</b>                  | <b>108,100</b>     |
|  | <b>Total HUD Programs Operating</b>               | <b>1,149,600</b>   |
| <b>HUD Programs Non-Operating</b>                                |   |                    |
| <b>Fair Housing Grant Fund - 23000 - 23999</b>                   |   |                    |
|  | Various Departments                               | 16,000             |
|  | <b>Total</b>                                      | <b>16,000</b>      |
|  | <b>Prior Year's Unexpended Appropriation</b>      | <b>111,600</b>     |

|  | 2026<br>Appropriations |
|--|------------------------|
| <b>Total Fair Housing Grant Fund</b>                                 | <b>127,600</b>         |
| <b>Lead Hazard Reduction Grant Fund - 24000 - 24999</b>              |                        |
| 2300 Dept. of Planning, Neighborhoods & Development                  | 0                      |
| <b>Total</b>   | <b>0</b>               |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>2,467,000</b>       |
| <b>Total Lead Hazard Reduction Grant Fund</b>                        | <b>2,467,000</b>       |
| <b>Emergency Solutions Grant - 25002 - 25003</b>                     |                        |
| Various Departments  | 481,500                |
| <b>Total</b>   | <b>481,500</b>         |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>1,070,900</b>       |
| <b>Total Emergency Solutions Grant</b>                               | <b>1,552,400</b>       |
| <b>Continuum of Care Grant - 25525 - 25599</b>                       |                        |
| Various Departments  | 2,985,500              |
| <b>Total</b>   | <b>2,985,500</b>       |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>2,258,600</b>       |
| <b>Total Continuum of Care Grant</b>                                 | <b>5,244,100</b>       |
| <b>Community Dev. Block Grant Non-Operating Fund - 26001 - 26906</b> |                        |
| Various Departments  | 4,261,300              |
| <b>Total</b>   | <b>4,261,300</b>       |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>10,315,700</b>      |
| <b>Total Community Dev. Block Grant Non-Operating Fund</b>           | <b>14,577,000</b>      |
| <b>HOME Non-Operating Fund - 27001 - 27999</b>                       |                        |
| Various Departments  | 972,800                |
| <b>Total</b>   | <b>972,800</b>         |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>14,378,600</b>      |
| <b>Total HOME Non-Operating Fund</b>                                 | <b>15,351,400</b>      |
| <b>Total HUD Programs Non-Operating</b>                              | <b>39,319,500</b>      |
| <b>Miscellaneous Grants - 28000 - 28999</b>                          |                        |
| Various Departments  | 5,904,100              |
| <b>Total</b>   | <b>5,904,100</b>       |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>22,148,300</b>      |
| <b>Total Miscellaneous Grants</b>                                    | <b>28,052,400</b>      |
| <b>Local Fiscal Recovery Fund - 29000 - 29999</b>                    |                        |
| Various Departments  | 0                      |
| <b>Total</b>   | <b>0</b>               |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>36,986,100</b>      |
| <b>Total Local Fiscal Recovery Fund</b>                              | <b>36,986,100</b>      |
| <b>Other Special Revenue - 22111 - 22599</b>                         |                        |
| Various Departments  | 14,780,400             |
| <b>Total</b>   | <b>14,780,400</b>      |
| <b>Prior Year's Unexpended Appropriation</b>                         | <b>912,300</b>         |
| <b>Total Other Special Revenue Fund</b>                              | <b>15,692,700</b>      |
| <b>Total Special Revenue</b>   | <b>131,642,600</b>     |
| <b><u>(3) Debt Service</u></b>                                       |                        |
| <b>General Debt Retirement Fund - 31100 - 33100</b>                  |                        |
| 5300 Department of Finance   | 11,476,400             |
| <b>Total Debt Service</b>  | <b>11,476,400</b>      |

|   | 2026<br>Appropriations |
|---|------------------------|
| <b><u>(4) Capital Project Funds</u></b>                                   |                        |
| <b>General Capital Fund - 40000 - 49999</b>                               |                        |
| Various Capital Projects  | 43,762,100             |
| Transfers Out   | 228,000                |
| <b>Total</b>  | <b>43,990,100</b>      |
| <b>Prior Year's Unexpended Appropriation</b>                              | <b>100,885,300</b>     |
| <b>Total Capital Project Funds</b>  | <b>144,875,400</b>     |
| <b><u>(5) Permanent Funds</u></b>   |                        |
| <b>Permanent Fund - 71000 - 71999</b>                                     |                        |
| Various Departments   | 50,000                 |
| <b>Total Permanent Fund</b>   | <b>50,000</b>          |
| <b>TOTAL GOVERNMENTAL FUND</b>  | <b>565,417,000</b>     |
| <b>PROPRIETARY FUND TYPE</b>  |                        |
| <b><u>(6) Enterprise Funds</u></b>  |                        |
| <b>Aviation Operating Fund - 51000 - 51005, 51008, 51013-51015</b>        |                        |
| 3200-9990 Department of Aviation  |                        |
| Expenses  | 35,646,200             |
| Transfers Out   | 1,603,100              |
| <b>Total Aviation Operating Fund</b>                                      | <b>37,249,300</b>      |
| <b>Aviation Capital Fund - 51006, 51007, 51009 - 51012, 51016 - 51999</b> |                        |
| Various Capital Projects  | 33,444,500             |
| Transfers Out   | 4,636,000              |
| <b>Total</b>  | <b>38,080,500</b>      |
| <b>Prior Year's Unexpended Appropriation</b>                              | <b>58,790,600</b>      |
| <b>Total Aviation Capital Fund</b>  | <b>96,871,100</b>      |
| <b>Water Operating Fund - 53000, 53997 and 53998</b>                      |                        |
| 2300 Dept. of Planning, Neighborhoods & Development                       | 152,200                |
| 3400 Department of Water - 3400 and 9970                                  |                        |
| Expenses  | 73,625,000             |
| Transfers Out   | 11,000,000             |
| <b>Total</b>  | <b>84,625,000</b>      |
| 5300 Department of Finance  | 5,074,100              |
| <b>Total Water Operating Fund</b>   | <b>89,851,300</b>      |
| <b>Water Capital Fund - 53001 - 53996</b>                                 |                        |
| Various Capital Projects  | 336,000,000            |
| Transfers Out   | 937,900                |
| <b>Total</b>  | <b>336,937,900</b>     |
| <b>Prior Year's Unexpended Appropriation</b>                              | <b>183,143,200</b>     |
| <b>Total Water Capital Fund</b>   | <b>520,081,100</b>     |
| <b>Sanitary Sewer Operating Fund - 55000</b>                              |                        |
| 3400 Department of Water - 3400 and 9970                                  |                        |
| Expenses  | 46,766,200             |
| Transfers Out   | 8,500,000              |
| <b>Total Sanitary Sewer Operating Fund</b>                                | <b>55,266,200</b>      |
| <b>Sanitary Sewer Capital Fund - 55001 - 55999</b>                        |                        |
| Various Capital Projects  | 33,500,000             |
| Transfers Out   | 1,409,400              |
| <b>Total</b>  | <b>34,909,400</b>      |
| <b>Prior Year's Unexpended Appropriation</b>                              | <b>21,049,600</b>      |
| <b>Total Sanitary Sewer Capital Fund</b>                                  | <b>55,959,000</b>      |

|  |  | 2026<br>Appropriations |
|--|--|------------------------|
| <b>Storm Water Operating Fund - 58000</b>        |  |                        |
| 3400   | Department of Water - 3400 and 9970          |                        |
|  | Expenses                                     | 6,717,200              |
|  | Transfers Out                                | 2,500,000              |
|  | <b>Total</b>                                 | <b>9,217,200</b>       |
| 6400   | Department of Public Works                   |                        |
|  | Expenses                                     | 1,675,100              |
|  | Transfers Out                                | 163,700                |
|  | <b>Total</b>                                 | <b>1,838,800</b>       |
|  | <b>Total Storm Water Operating Fund</b>      | <b>11,056,000</b>      |
| <b>Storm Water Capital Fund - 58001 - 58999</b>  |  |                        |
|  | Various Capital Projects                     | 2,834,000              |
|  | <b>Total</b>                                 | <b>2,834,000</b>       |
|  | <b>Prior Year's Unexpended Appropriation</b> | <b>7,799,200</b>       |
|  | <b>Total Storm Water Capital Fund</b>        | <b>10,633,200</b>      |
|  | <b>Total Enterprise Funds</b>                | <b>876,967,200</b>     |
| <b><u>(7) Internal Service Funds</u></b>         |  |                        |
| <b>Fleet Management Fund - 61000</b>             |  |                        |
| 6400   | Department of Public Works                   | 11,999,100             |
|  | <b>Total Fleet Management Fund</b>           | <b>11,999,100</b>      |
| <b>Document Management Services Fund - 62100</b> |  |                        |
| 5500   | Department of Central Services               | 417,300                |
|  | <b>Total Stores and Reproduction Fund</b>    | <b>417,300</b>         |
| <b>Healthcare Self Insurance - 63000</b>         |  |                        |
| 5600   | Department of Human Resources                | 40,044,900             |
|  | <b>Total Healthcare Self Insurance Fund</b>  | <b>40,044,900</b>      |
| <b>Workers' Compensation Fund - 65000</b>        |  |                        |
| 5600   | Department of Human Resources                | 6,823,600              |
|  | <b>Total Workers' Compensation Fund</b>      | <b>6,823,600</b>       |
| <b>Plumbing Shop - 66000</b>                     |  |                        |
| 6400   | Department of Public Works                   | 909,300                |
|  | <b>Total Plumbing Shop</b>                   | <b>909,300</b>         |
| <b>Fire Fleet Management - 67000</b>             |  |                        |
| 6330   | Department of Fire                           | 1,984,900              |
|  | <b>Total Fire Fleet Management Fund</b>      | <b>1,984,900</b>       |
|  | <b>Total Internal Service Funds</b>          | <b>62,179,100</b>      |
|  | <b>TOTAL PROPRIETARY FUND</b>                | <b>939,146,300</b>     |
|  | <b>TOTAL ALL OPERATING FUNDS</b>             | <b>1,504,563,300</b>   |

**Section 2.** That the City Manager is authorized to advance up to One Million Dollars and Zero Cents (\$1,000,000.00) from the General Fund to HUD Non-Operating Programs due to timing of grant agreements.

**Section 3.** That the City Manager is authorized to transfer funds in the amounts set forth in Section 1 and as described on the next page:

|  |                                     |                  |                           | 2026              |
|--|-------------------------------------|------------------|---------------------------|-------------------|
|  |                                     |                  |                           | Transfers Out     |
| <b>GOVERNMENTAL FUND TYPE</b>                    |                                     |                  |                           |                   |
| <b><i>(1) General Fund - 10</i></b>              |                                     |                  |                           |                   |
|  | <b><i>From</i></b>                  |                  | <b><i>To</i></b>          |                   |
| 10000-6200                                       | General Fund                        | 16999-6200       | Special Projects          | 505,600           |
| 10000-9980                                       | Non-Departmental                    | 16999-2700       | Special Projects          | 450,000           |
|  |                                     | 16999-5600       | Special Projects          | 280,000           |
|  |                                     | 16999-6300       | Special Projects          | 300,000           |
|  |                                     | 22000-6300       | Special Revenue           | 244,100           |
|  |                                     | 26000-2300       | CDBG                      | 50,000            |
|  |                                     | 28999-2700       | Miscellaneous Grants      | 50,000            |
|  |                                     | 40000-6400       | Capital                   | 100,000           |
|  | <b>Subtotal Transfers Out 10000</b> |                  |                           | <b>1,979,700</b>  |
| 13000-6500                                       | Community Golf                      | 10000-1200       | General Fund              | 50,000            |
|  |                                     | 40000-6500       | Capital                   | 1,105,100         |
| 16999-2300                                       | Special Projects                    | 31100-5300       | G.O. Debt                 | 579,700           |
| 16999-2700                                       |                                     | 10000-9980       | General Fund              | 3,200,200         |
|  | <b>Subtotal Transfers Out 16000</b> |                  |                           | <b>3,779,900</b>  |
| <b>Issue 6 - General</b>                         |                                     |                  |                           |                   |
| 10001-9980                                       | Non-Departmental                    | 16999-9980       | Special Project           | 4,950,000         |
|  |                                     | 40000-6400       | Capital                   | 244,000           |
|  |                                     | 40000-6400       | Capital                   | 5,891,000         |
|  | <b>Subtotal Transfers Out 10001</b> |                  |                           | <b>11,085,000</b> |
| 75000-2300                                       | Income Tax Fund                     | 16999-2300       | Special Projects          | 3,100,000         |
|  |                                     | 16999-2300       | Special Projects          | 1,000,000         |
| 75000-6400                                       |                                     | 40000-6400       | Capital                   | 3,933,000         |
|  | <b>Subtotal Transfers Out 75000</b> |                  |                           | <b>8,033,000</b>  |
| <b>Total General Fund Transfers Out</b>          |                                     |                  |                           | <b>26,032,700</b> |
| <b><i>(4) Capital Projects</i></b>               |                                     |                  |                           |                   |
| 40000-6550                                       | Capital                             | 65000-5600       | Claims Administration/WKC | 228,000           |
| <b>PROPRIETARY FUND TYPE</b>                     |                                     |                  |                           |                   |
| <b><i>(6) Enterprise Funds</i></b>               |                                     |                  |                           |                   |
| 51000 and 51001-9960                             | Aviation Operating Fund             | 51002-52999-3200 | Aviation Capital          | 1,603,100         |
| 51002-52999-3200                                 | Aviation Capital                    | 51000-51000-3200 | Aviation Operating        | 4,636,000         |
| 53000-9970                                       | Water Operating Fund                | 53001-53996-3400 | Water Capital             | 8,500,000         |
| 53997-3400                                       | Water Operating Fund                | 53001-53996-3400 | Water Capital             | 2,500,000         |
| 53001-3400                                       | Water Capital                       | 53000-3400       | Water Operating           | 937,900           |
| 55000-9970                                       | Sanitary Sewer Operating Fund       | 55001-55999-3400 | Sanitary Sewer Capital    | 8,500,000         |
| 55001-3400                                       | Sanitary Sewer Capital              | 55000-3400       | Sanitary Sewer Operating  | 1,409,400         |
| 58000-9970                                       | Storm Water Operating Fund          | 58001-58999-3400 | Storm Water Capital       | 2,500,000         |
| 58000-6400                                       | Storm Water Operating Fund          | 58001-58999-6400 | Storm Water Capital       | 163,700           |
| <b>Total Enterprise Fund Transfers Out</b>       |                                     |                  |                           | <b>30,750,100</b> |
| <b><i>(7) Internal Service Funds</i></b>         |                                     |                  |                           |                   |
| 63000-5600                                       | Healthcare Self Insurance           | 40000-5600       | Capital                   |                   |
|  |                                     | 40000-2300       | Capital                   |                   |
| 65000-5600                                       | Worker's Compensation Fund          | 40000-5600       | Capital                   |                   |
| <b>Total Internal Service Fund Transfers Out</b> |                                     |                  |                           | <b>0</b>          |
| <b>TOTAL ALL FUNDS</b>                           |                                     |                  |                           | <b>57,010,800</b> |

**Section 4.** That all books of accounts, warrants, orders, vouchers, and other official documents that refer to any appropriation shall identify the fund from which monies are appropriated or drawn by the code number set forth in the detailed budget.

**Section 5.** That the temporary appropriations made by Ordinance Number 32163-25, which was approved by the Commission on November 5, 2025, shall be considered as part of and charged against the sum appropriated for the same purpose by this Ordinance.

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:

*Yvonne L. Bayler*  
\_\_\_\_\_  
City Attorney

*ba*

February 13, 2026

**TO:** Shelley Dickstein, City Manager

**FROM:** Abbie Jones, Director  
Department of Management & Budget

E-SIGNED by Abhigna Patel-Jones  
on 2026-02-13 17:00:46 GMT

**SUBJECT:** 2026 Original Appropriation Ordinance

Attached for your review and submission to the City Commission, is the 2026 Original Appropriation Ordinance. Overall, the original appropriation totals \$1.5 billion. We are requesting the first reading on February 18 and the second reading on February 25, as a non-emergency ordinance. The appropriation ordinance reflects the budget as presented and discussed with the City Commission during the budget work session held in October of 2025, and as reflected in the 2026 Budget Resolution with a few modifications. The changes are summarized below.

1. An increase of \$769,300 in the Special Revenue Fund reflects payment of an invoice under an active agreement through June 2026. The funding was approved by the City Commission in December 2024. This adjustment is needed due to year-end budget timing, as operating carryforwards are available for only one year.
2. An increase of \$937,900 in the Water Operating Fund supports the use of remaining debt proceeds from prior years to pay a portion of outstanding 2020 General Obligation debt related to Water System improvements.
3. Similarly, an increase of \$1.4 million to the Sewer Operating Fund covers the use of remaining debt proceeds from prior years to pay a portion of outstanding 2020 General Obligation bonds issued for Sewer System improvements.
4. Corresponding transfers from the Water and Sewer Capital Funds to their respective Operating Funds provide the funding necessary to support the debt payments noted above.
5. An increase of \$2.1 million in Workers' Compensation Fund reflects funding for a facility acquisition, as well as additional funding for annual physical examinations for Firefighters.
6. The 2026 original appropriation includes the current year appropriation along with the prior year's unexpended appropriation balance for all non-operating and capital funds. The

2026 Original Appropriation Ordinance

February 13, 2026

Page Two

Budget Resolution, adopted in November of 2025, included the 2026 current year appropriation only and did not include any carry-over budget since those amounts could not be identified until December 31. The prior year's unexpended appropriation balance (carry-over budget) adjustments are listed below.

| <b>Fund</b>                    | <b>Carry-Over</b>  |
|--------------------------------|--------------------|
| Special Projects               | 3,678,600          |
| Fair Housing                   | 111,600            |
| Lead Hazard Grant              | 2,467,000          |
| Emergency Solutions            | 1,070,900          |
| Continuum of Care              | 2,258,600          |
| CDBG Non-Operating             | 10,315,700         |
| HOME Non-Operating             | 14,378,600         |
| Miscellaneous Grants           | 22,148,300         |
| Local Fiscal Recovery          | 36,986,100         |
| Other Special Revenue          | 912,300            |
| General Capital                | 100,885,300        |
| Aviation Capital               | 58,790,600         |
| Water Capital                  | 183,143,200        |
| Sewer Capital                  | 21,049,600         |
| Storm Water Capital            | 7,799,200          |
| <b>Total Carry-Over Budget</b> | <b>465,995,600</b> |

Please let me know if you have any questions or require additional information.

AJ/sb

Attachment

cc: Mr. Parlette, Ms. Lofton, M&B Staff

2nd Reading

10

BY .....

NO ..... 6917-26 .....

**A RESOLUTION**

Declaring the Intention of the Commission to Vacate the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.

**WHEREAS,** The vacation of the alley south of Xenia Avenue from Fillmore Street to Steele Avenue and the alley east of Fillmore Street from the alley south of Xenia Avenue to the vacated Noel Court as described herein will enable the abutting property owner to develop this property; and

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

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

**Section 1.** That the intention of the Commission is hereby declared to vacate the alley south of Xenia Avenue from Fillmore Street to Steele Avenue and the alley east of Fillmore Street from the alley south of Xenia Avenue to the vacated Noel Court more particularly bounded and described in as follows:

Being all of the 16.5-foot alley south of Xenia Avenue from the 49.5-foot Fillmore Street to the 56.25-foot Steele Avenue and the 16.5-foot alley east of Fillmore Street from the 16.5-foot alley south of Xenia Avenue to the 36-foot vacated Noel Court

The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.

B. The alley mouth at Fillmore Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.

Adopted by the Commission . . . . ., 2026

Signed by the Mayor . . . . ., 2026

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

Attest:

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

Approved as to form:

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

CHECK OF PETITION

The Alley South of Xenia Avenue from Fillmore Street to Steele Avenue  
And the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the  
Vacated Noel Court

Checked 2/3/2026 by Joseph Weinel

|                     |        |          |
|---------------------|--------|----------|
| Total Frontage      | 657.34 | lin. ft. |
| Frontage signed     | 657.34 | lin. ft. |
| Frontage not signed | 0.00   | lin. ft. |
| Percentage signed   | 100.0% |          |

| <b>Name of Owner</b> | <b>Lot No.</b> | <b>Frontage</b> | <b>B.P.I.</b> |
|----------------------|----------------|-----------------|---------------|
| New Hope Church      | 4598           | 30.3            | 25-2-14       |
|                      | 4599           | 27.86           | 25-2-15       |
|                      | 4600           | 31.86           | 25-2-16       |
|                      | 4601           | 31.86           | 25-2-17       |
|                      | 4602           | 31.86           | 25-2-18       |
|                      | 4603           | 31.86           | 25-2-19       |
|                      | 4604           | 31.86           | 25-2-20       |
|                      | 4605           | 31.86           | 25-2-21       |
|                      | 4606           | 31.86           | 25-2-43       |
|                      | 4607           | 31.86           | 25-2-42       |
|                      | 8224           | 165.6           | 25-2-13       |
|                      | 8960           | 178.7           | 25-2-40       |



# City of Dayton City Plan Board

## Decision Memorandum

January 14, 2026

New Hope Church  
530 Xenia Ave.  
DAYTON, OH 45410

**Re: PLN2025-00389 – Public Way Vacation request: The Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.**

Meeting Date: January 13, 2026

Decision: Approved with Conditions

The City Plan Board found the proposed vacations met the criteria cited in R.C.G.O. Section 150.445(B) and was therefore approved with the following conditions:

1. The title for the vacation is the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court.
2. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
3. The alley mouth at Fillmore Street shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
4. The applicant shall work with utilities, including Spectrum and City of Dayton Water, when establishing easements during the record plan process.

**The next step toward the completion of the vacations is to pursue the request through the petition process. Please contact Joe Weinel, Chief Engineer, at (937) 333-4218 or [Joe.Weinel@daytonohio.gov](mailto:Joe.Weinel@daytonohio.gov) to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.**

Sincerely,

Jennifer Hanauer, Secretary, City Plan Board

Petition for Vacation

**To the Commission of the City of Dayton:**


We, the undersigned, owners of property abutting on

Alley South of Xenia Avenue and Alley East of Fillmore Street

do hereby petition the Commission of the City of Dayton to vacate

Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and Alley East of

Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court and each petitioner for himself, his heirs and assigns hereby waives any and all claims for damages, costs and expenses which he may have at any time against the City of Dayton, Ohio, or any of its officers or employees on account of, caused by, growing out of, or incident to the vacation aforesaid made pursuant to this petition; and each signer hereof does hereby consent to and accept such vacation, after having carefully read and fully understood the language, purport and conditions hereof.

|                  |   |            |                                  |
|------------------|---|------------|----------------------------------|
| 1. NAME OF OWNER | <u>New Hope Church</u>  | TITLE      | <u>New Hope Church Signatory</u> |
| SIGNATURE        |  |            | <u>James E. Barrett</u>          |
| MAIL ADDRESS     | <u>530 Xenia Ave</u>  | LOT NUMBER | <u>R 72-02502-0053</u>           |
|                  | <u>Dayton OH 45410</u>  |            | <u>R 72-02502-0054</u>           |
|                  |   |            | <u>R 72-02502-0055</u>           |

2. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

3. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

PETITION

-For-  
Vacation of

Alley South of Xenia Ave from

Fillmore St to Steele Ave and the

Alley East of Fillmore Street

from the Alley South of Xenia

Ave to the Vasculda Street

~~the~~ Noel Court

\_\_\_\_\_ Street

Minute Book \_\_\_\_\_ Page \_\_\_\_\_

Received and filed \_\_\_\_\_

Referred to \_\_\_\_\_

\_\_\_\_\_

5. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

6. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

7. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

8. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

R72 02007 0044

**PLN2025-00389**  
**Zoning**

R72 02007 0047

R72 02007 0048  
R72 02007 0050

R72 02007 0051  
R72 02007 0052

R72 02009 0023

Xenia Ave

Xenia Ave

Xenia Ave

ROW

Xenia Ave

Steele Ave

Home  
Card  
Store  
R72 02501 0011  
R72 02501 0012

R72 02501 0013

R72 02501 0014

R72 02501 0016

R72 02501 0036

R72 02501 0017

**ENC**

New Hope  
Church  
R72 02502 0052

Miami Valley  
Child  
Developmental  
Center Inc,  
Head Start  
Center

R72 02502 0053

Noel Ct

R72 02502 0012

R72 02502 0011

R72 02502 0010

R72 02502 0009

Noel Ct

R72 02502 0025

R72 02502 0050

R72 02502 0051

R72 02502 0046

**MR-5**

R72 02502 0029

R72 02502 0030

R72 02502 0049

R72 02512 0010

R72 02512 0011

R72 02512 0012

R72 02512 0001

R72 02512 0024

R72 02512 0025


R72 02512 0009

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and the GIS User Community

# NEW HOPE CHURCH VACATION OF ROW

February 3, 2026

**TO:** Shelley Dickstein  
City Manager

**FROM:** David Escobar, City Engineer  
Division of Civil Engineering 

**SUBJECT:** Vacation of the Alley South of Xenia Avenue from Fillmore Street to Steele Avenue and the Alley East of Fillmore Street from the Alley South of Xenia Avenue to the Vacated Noel Court

Attached is the Resolution of Intent, and the check of petition to vacate the subject property. Please present the resolution to the City Commission for action at their February 18th and February 25th meetings.

A petition requesting the vacation was received from New Hope Church on February 2, 2025. The vacation will enable the abutting property owner to develop this property.

If you have any additional questions, please contact Joe Weinel at 4218.

DEE;jrw

Attachments

cc: Mr. Ritchie  
Department of Planning  
Department of Law  
Clerk of Commission  
Secretary / Board of Revision of Assessments

2nd Reading

11

BY .....

NO ... 6918-26 ...

A RESOLUTION

Declaring the Intention of the Commission to Vacate the Vicksburg Street from Maywood Avenue to Maywood Avenue.

WHEREAS, The vacation of Vicksburg Street from Maywood Avenue to Maywood Avenue as described herein will enable the abutting property owner to safeguard this property; and

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

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

Section 1. That the intention of the Commission is hereby declared to vacate Vicksburg Street from Maywood Avenue to Maywood Avenue more particularly bounded and described in as follows:

Being all of the 50-foot Vicksburg Street from the 50-foot Maywood Avenue to the 50-foot Maywood Avenue

The vacation shall be subject to the following conditions:

- A. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
- B. The street openings at Maywood Avenue shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.

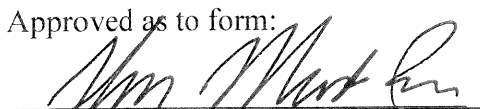
Adopted by the Commission ....., 2026

Signed by the Mayor ....., 2026

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

Attest:

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

Approved as to form:  
  
\_\_\_\_\_  
City Attorney

CHECK OF PETITION

Vicksburg Street from Maywood Avenue to Maywood Avenue

Checked 1/27/2026 by Joseph Weinel

|                     |         |          |
|---------------------|---------|----------|
| Total Frontage      | 1,501.6 | lin. ft. |
| Frontage signed     | 1,501.5 | lin. ft. |
| Frontage not signed | 0.00    | lin. ft. |
| Percentage signed   | 100.0%  |          |

| <b>Name of Owner</b>   | <b>Lot No.</b> | <b>Frontage</b> | <b>B.P.I.</b> |
|------------------------|----------------|-----------------|---------------|
| Bright Neon Lights LLC | 49223          | 64.0            | 131-05-29,72  |
|                        | 49222          | 70.0            | 131-05-28,71  |
|                        | 49221          | 70.0            | 131-05-27,70  |
|                        | 49220          | 70.0            | 131-05-26,69  |
|                        | 49219          | 70.0            | 131-05-25,68  |
|                        | 49218          | 70.0            | 131-05-24,67  |
|                        | 49217          | 70.0            | 131-05-23,66  |
|                        | 49216          | 70.0            | 131-05-22,65  |
|                        | 49215          | 44.5            | 131-05-21     |
|                        | 49214          | 70.7            | 131-05-20     |
|                        | 49266          | 132             | 131-05-39     |
|                        | 49265          | 45.6            | 131-05-38     |
|                        | 49264          | 170.8           | 131-05-37,80  |
|                        | 49263          | 70.0            | 131-05-36,79  |
|                        | 49262          | 70.0            | 131-05-35,78  |
|                        | 49261          | 70.0            | 131-05-34,77  |
|                        | 49260          | 70.0            | 131-05-33,76  |
|                        | 49259          | 70.0            | 131-05-32,75  |
|                        | 49258          | 70.0            | 131-05-31,74  |
|                        | 49257          | 64.0            | 131-05-30,73  |

Petition for Vacation

**To the Commission of the City of Dayton:**

We, the undersigned, owners of property abutting on

Vicksburg Street  
do hereby petition the Commission of the City of Dayton to vacate

Vicksburg Street from

Maywood Avenue to

Maywood Avenue and each petitioner for himself, his heirs and assigns hereby waives any and all claims for damages, costs and expenses which he may have at any time against the City of Dayton, Ohio, or any of its officers or employees on account of, caused by, growing out of, or incident to the vacation aforesaid made pursuant to this petition; and each signer hereof does hereby consent to and accept such vacation, after having carefully read and fully understood the language, purport and conditions hereof.

1. NAME OF OWNER Bright Neon Lights LLC TITLE Executive Director

SIGNATURE 

MAIL ADDRESS 130 W. 2nd St. LOT NUMBER 49214-49223; 49257-  
#1425 Dayton, OH 45402 49266; 49276-49285

2. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

3. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_

4. NAME OF OWNER \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

MAIL ADDRESS \_\_\_\_\_ LOT NUMBER \_\_\_\_\_



# City of Dayton City Plan Board

## Decision Memorandum

January 14, 2026

Bright Neon Lights LLC  
130 W. Second St., Suite 1425  
DAYTON, OH 45402

**Re: PLN2025-00388 – Public Way Vacation request: Vicksburg Street from Maywood Avenue to Maywood Avenue.**

Meeting Date: January 13, 2026

Decision: Approved with Conditions

The City Plan Board found the proposed vacations met the criteria cited in R.C.G.O. Section 150.445(B) and was therefore approved with the following conditions:

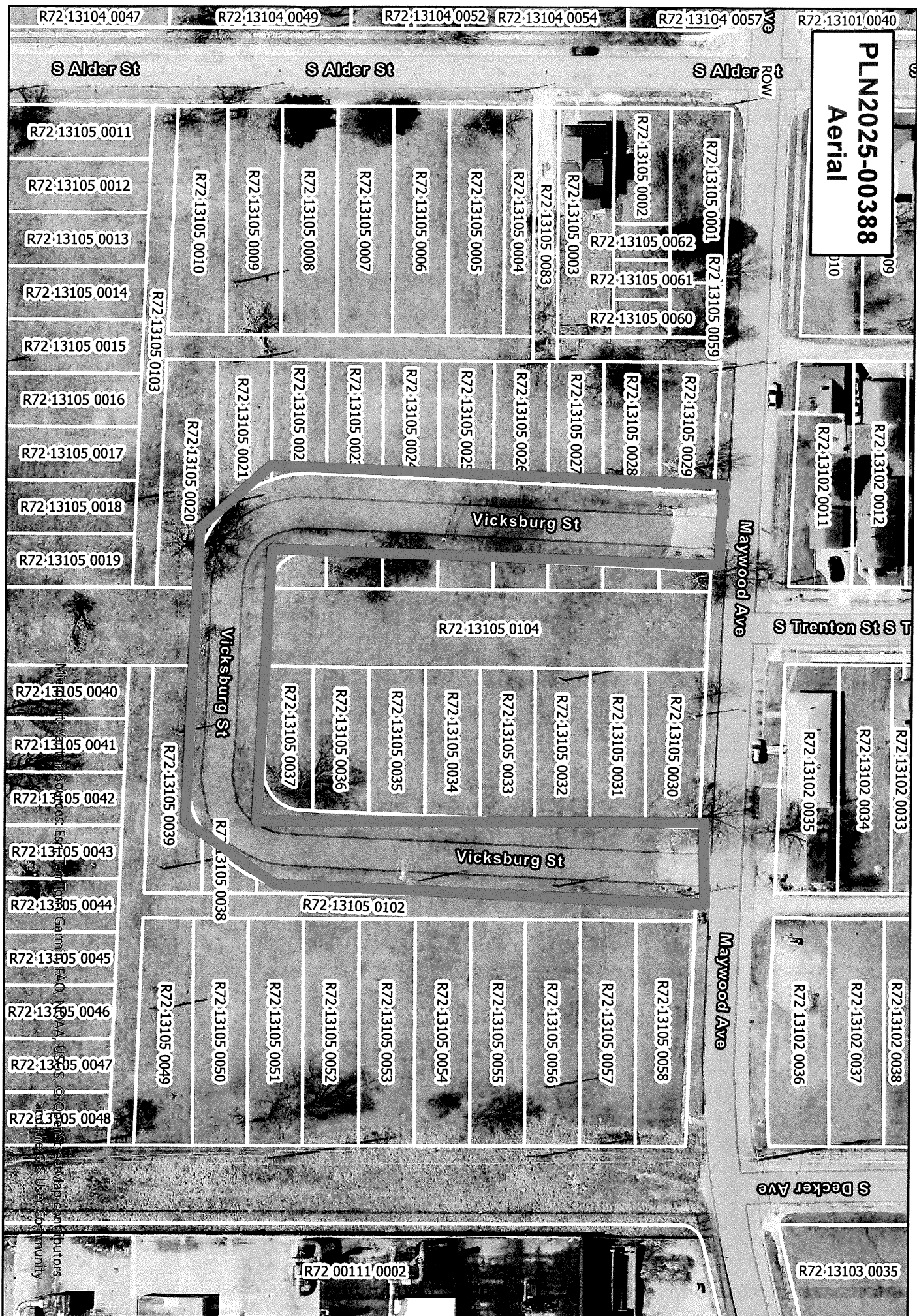
1. The title for the vacation is Vicksburg Street from Maywood Avenue to Maywood Avenue.
2. The area shall be marked in a manner acceptable to the Division of Civil Engineering to indicate that it is not public right-of-way.
3. The street openings at Maywood Avenue shall be removed and replaced with curb and walk, or a driveway shall be constructed. All work shall be completed within 90 days of the vacation and to City of Dayton standards.
4. The applicant shall work with utilities, including Spectrum and City of Dayton Water, when establishing easements during the record plan process.

**The next step toward the completion of the vacations is to pursue the request through the petition process. Please contact Joe Weinel, Chief Engineer, at (937) 333-4218 or [Joe.Weinel@daytonohio.gov](mailto:Joe.Weinel@daytonohio.gov) to obtain the petition. If you have any questions, he will be your new contact for the remainder of the vacation process.**

Sincerely,

Jennifer Hanauer, Secretary, City Plan Board

PLN2025-00388  
Aerial



VICKSBURG STREET  
VACATION OF ROW

MEMORANDUM |  DAYTON

February 3, 2026

**TO:** Shelley Dickstein  
City Manager

**FROM:** David Escobar, City Engineer  
Division of Civil Engineering *DEE*

**SUBJECT:** Vacation of Vicksburg Street from Maywood Avenue to  
Maywood Avenue.

Attached is the Resolution of Intent, and the check of petition to vacate the subject property. Please present the resolution to the City Commission for action at their February 18<sup>th</sup> and February 25<sup>th</sup> meetings.

A petition requesting the vacation was received from the Montgomery County Land Bank on January 22, 2026. The vacation will enable the abutting property owner to safeguard this property.

If you have any additional questions, please contact Joe Weinel at 4218.

DEE;jrw

Attachments

cc: Mr. Ritchie  
Department of Planning  
Department of Law  
Clerk of Commission  
Secretary / Board of Revision of Assessments