



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

MARCH 4, 2026

6:00 P.M.

I. AGENDA SCHEDULE

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

1. Call Meeting to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
6. Communications and Petitions Distribution (if any)
7. Special Awards/Recognition
8. Discussion of City Manager's Recommendations (See Section II)
9. Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager's Recommendations
11. Presentations: N/A
12. Public Hearing: N/A
13. Discussion Item: N/A
14. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets are available in the lobby of City Hall
15. Comments by City Manager
16. Comments by the City Commission
17. Work Session: **Dayton Public Schools – 5 PM – City Manager's Large Conference Room**
<https://www.daytonohio.gov/govtv>
18. Miscellaneous (See Section VI)

II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements, and Contracts:

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

1. Purchase Orders:

FIRE

A1. White Allen Chevrolet (two used vehicles)

\$72,650.00

1. (cont'd):

POLICE

- B1. Kwan Software Engineering, Inc. dba Veripic** (two-year service agreement for managing photographic evidence through 3/8/28) **\$55,999.92**
- B2. Parr Public Safety Equipment** (vehicle up-fitting parts and services for thirty-seven (37) 2026 Ford Police Interceptor Utility (PIU) vehicles) **\$659,014.59**

WATER

- C1. CHWR, Inc. dba CHW Mechanical Services** (heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs as needed through 4/30/26) **\$50,000.00**
- C2. Cronin Ford North** (four 2026 Ford Maverick XLT AWD hybrid supercrew) **\$147,000.00**
- C3. Montrose Ford LLC** (four 2026 Ford Maverick XLT AWD hybrid supercrew) **\$147,000.00**
- C4. LND Technical Services LLC** (electrical testing and inspection services as needed through 12/31/28) **\$186,600.00**
- C5. Allen Trench Safety Corp** (eight Badger 4x7 pro series trench boxes with accessories) **\$79,464.00**
- Departments of Fire, Police & Water. **Total: \$1,397,728.51**

C. Revenue to the City:

2. **Byers Car Rentals, LLC – Lease Agreement – Rental Car Service Center Lease Agreement – Department of Aviation/Airport Administration & Finance.** **\$1,228,641.35**
(Thru 12/31/30)
(Revenue to the City)

IV. LEGISLATION:

Emergency Ordinance – Second Reading

3. **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 – First Reading

4. **No. 32179-26** To Vacate the Alley South of Saint Charles Avenue from Twenty-Foot East of the Alley East of Bowen Street to Creighton Avenue.

Resolutions – First Reading

5. **No. 6920-26** Authorizing the City Manager, or Her Designee, to Apply for, Accept, and Execute a State and Tribal Assistance Grant Administered by the United States Environmental Protection Agency (US EPA) on Behalf of the City of Dayton for Upgrades to the Dayton Water Quality Laboratory project in the Amount Not to Exceed Four Million Dollars (\$4,000,000.00).
6. **No. 6921-26** Honorarily Naming Madison Street Between First Street and Third Street as “Amy C. Walbridge Way” For a Two-Year Period.

VI. MISCELLANEOUS:

ORDINANCE NO. 32180-26

RESOLUTION NO. 6922-26

IMPROVEMENT RESOLUTION NO. 3599-26

INFORMAL RESOLUTION NO. 1016-26



City Manager's Report

FOR CITY COMMISSION APPROVAL

From **5380 - Finance/Procurement**

Date **March 4, 2026**

Expense Type **Purchase Order**

Supplier, Vendor, Company, Individual

Total Amount **\$ 1,397,728.51**

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

FIRE

(A1) P0260855 – WHITE ALLEN CHEVROLET, INC., DAYTON, OH

- Two (2) used vehicles.
- These vehicles are required to support the daily operations of the Department and will replace Unit #2735 and 730 which will be disposed of in the best interest of the City.
- White Allen Chevrolet, Inc. is a Chevrolet brand dealership recommended based on product availability and proven past performance; therefore, this purchase was negotiated.
- White Allen Chevrolet, Inc. qualifies as a Dayton local entity.
- The Department of Fire recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|-------------|----------------------|--------------------|----------------|
| 2026 | General Capital Fund | 40014-6330-1412-71 | \$72,650.00 |

Signatures/Approval

Approved by City Commission

Nick Fox

Division

Kenneth Brown

Department

C. LaShae Brown

City Manager

Clerk

Date

POLICE

(B1) P0260826 – KWAN SOFTWARE ENGINEERING, INC. dba VERIPIC, LAS VEGAS, NV

- Two (2) year service agreement for managing photographic evidence through 3/8/2028.
- These services are required to capture and manage photographic evidence which include booking and field images.
- Kwan Software Engineering, Inc. DBA VeriPic is recommended based upon continuity of services; therefore, this purchase was negotiated.
- The Department of Police 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 | General Fund | 10000-6210-1168-71 | \$27,999.96 |
| 2026 | Miscellaneous Grants | 28150-6210-1168-71 | \$27,999.96 |

(B2) P0260854 – PARR PUBLIC SAFETY EQUIPMENT, GALLOWAY, OH

- Vehicle up-fitting parts and services for thirty-seven (37) 2026 Ford Police Interceptor Utility (PIU) vehicles.
- These goods and services are required to place the vehicles into service for the Department of Police’s daily operations.
- Rates are in accordance with the State of Ohio Contract pricing #MMA7671 and Index #MMA845.
- The Department of Police 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 | Special Projects | 16122-6210-1412-71 | \$505,590.00 |
| 2026 | General Capital Fund | 40014-6210-1412-71 | \$153,424.59 |

WATER – WATER RECLAMATION

(C1) P0260068 – CHWR, INC. dba CHW MECHANICAL SERVICES, SPRING VALLEY, OH

- Heating, ventilation and air conditioning (HVAC) preventative maintenance and repairs as needed through 4/30/2026.
- These goods and services are required to maintain units at Water Reclamation Facility.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 21026N with pricing through 4/30/2026.
- This amendment increases the previously authorized amount of \$50,000.00 by \$50,000.00 for a total not to exceed \$100,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

| <u>Fiscal Year</u> | <u>Fund Source(s)</u> | <u>Fund Code(s)</u> | <u>Fund Amount(s)</u> |
|--------------------|-------------------------------|---------------------|-----------------------|
| 2026 | Sanitary Sewer Operating Fund | 55000-3460-1167-54 | \$50,000.00 |

WATER – WATER RECLAMATION (CONTINUED)(C2) P0260852 – CRONIN FORD NORTH, MIDDLETOWN, OH

- Four (4) 2026 Ford Maverick XLT AWD hybrid supercrew.
- These vehicles are required to support the daily operations of the Department and will replace unit #173241, 173242, 173243 and 183244 which will be disposed of in the best interest of the City.
- Thirty-seven (37) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB 26022Z with pricing options through 12/31/2026.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|-------------|-------------------------------|--------------------|----------------|
| 2026 | Sanitary Sewer Operating Fund | 55000-3460-1412-54 | \$147,000.00 |

(C3) P0260853 – MONTROSE FORD LLC, FAIRLAWN, OH

- Four (4) 2026 Ford Maverick XLT AWD hybrid supercrew.
- These vehicles are required to support the daily operations of the Department and will replace unit #193246, 4061 and 4063 which will be disposed of in the best interest of the City.
- Thirty-seven (37) possible vendors were solicited and three (3) bids were received. This order establishes a price agreement per IFB 26022Z with pricing options through 12/31/2026.
- The Department of Water recommends acceptance of the low bid(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|-------------|-------------------------------|--------------------|----------------|
| 2026 | Sanitary Sewer Operating Fund | 55000-3460-1412-54 | \$147,000.00 |

WATER – WATER SUPPLY & TREATMENT(C4) P0260815 – LND TECHNICAL SERVICES LLC, HOUSTON, TX

- Electrical testing and inspection services as needed through 12/31/2026.
- These services are required by the National Fire Protection Agency (NFPA) to maintain the safety and reliability of the City's high voltage electrical switchgears.
- Rates are in accordance with the City of Dayton's existing price agreement IFB 25023AD with pricing through 6/30/2029.
- The Department of Water requests additional authority of \$120,000.00 through 12/31/2028.
- The Department of Water recommends approval of this order.

| Fiscal Year | Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|-------------|----------------------|--------------------|----------------|
| 2026 | Water Operating Fund | 53000-3430-1159-54 | \$66,600.00 |
| 2027 | Water Operating Fund | 53000-3430-1159-54 | \$60,000.00 |
| 2028 | Water Operating Fund | 53000-3430-1159-54 | \$60,000.00 |

WATER – UTILITY AND FIELD OPERATIONS(C5) P0260847 – ALLEN TRENCH SAFETY CORP., DOWLING, MI

- Eight (8) Badger 4x7 pro series trench boxes with accessories.
- This equipment is required to ensure compliance with safety regulations and prevent costly project delays.
- Allen Trench Safety Corp. is the sole distributor of Badger Box and Badger Box Pro Series products and equipment; 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 | Water Operating Fund | 53000-3445-1301-54 | \$49,464.00 |
| 2026 | Sanitary Sewer Operating Fund | 55000-3445-1301-54 | \$20,000.00 |
| 2026 | Storm Water Operating Fund | 58000-3445-1301-54 | \$10,000.00 |

The aforementioned departments recommend approval of this order.



City Manager's Report

FOR CITY COMMISSION APPROVAL

2

From 3210 - Aviation/Airport Administration & Finance

Date March 4, 2026

Expense Type Lease Agreement

Supplier, Vendor, Company, Individual

Name Byers Car Rentals, LLC

Total Amount \$ 1,228,641.35 thru 12/31/30
{Revenue to the City}

Address 4185 E. 5th Ave
Columbus, OH 43219

| Fund Source(s) | Fund Code(s) | Fund Amount(s) |
|-------------------------|---------------------|----------------|
| Aviation Operating-Rent | 51000-3216-23203-43 | \$1,228,641.35 |

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

Description

RENTAL CAR SERVICE CENTER LEASE AGREEMENT

The Department of Aviation requests permission to enter into a Rental Car Service Center Lease Agreement with Byers Car Rentals, LLC (Byers). Byers agreed to lease 126,337 square feet (2.9 acres) of ground space containing 9,056 square feet of Improved Building Space.

Byers, an incumbent operator, requests to lease one (1) Service Center Site, 3350 Valet Circle (Site A). They will pay a monthly fixed ground and building rent, water and sewer charges, and Montgomery County property taxes and charges.

Total rents to the City are anticipated to be \$1,228,641.35 for Site A through the term of this agreement. Payment shall be made without prior demand, notice, deduction, or set off.

This Rental Car Service Center Lease Agreement is effective for four (4) years and nine (9) months, commencing on April 1, 2026, and terminating on December 31, 2030. There are no options for renewal.

The Department of Law has reviewed and approved the Lease Agreement as to form and correctness. Two (2) Certificates of Revenue are attached.

Signatures/Approval

Approved by City Commission

Division _____

Department _____

City Manager *C. Lashae Jettor*

Clerk _____

Date _____

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Byers Car Rental, LLC
Address 4185 E 5th Ave
City Columbus State OH Zip+4 43219 -
Customer # @00004225 Address Location # 66AL
Federal ID# 31-4139860

Revenue Information: Fund 51000 Organization 3216 Revenue 23203 Program 43

Contract Information: Contract Start Date 4/1/2026 Contract Expiration Date 12/31/30

Billing Information: Rate: \$18,529.43 Arrears Pre-bill

Monthly (1st month of billing) April

Quarterly (1st month of quarter)

Semi-annual (1st month of half)


Annual (1st month of billing)

Other (explain)


Rate Change Date 4/1 Rate Change Amount 5% increase

Description of Services (wording on invoice): Effective April 1, 2026

Rental Car Service Center at 3350 Valet Circle (Site A) for the term of four (4) years and nine (9) months through December 31, 2030. Minimum Annual Guarantee (MAG) increases five (5) percent each year on April 1

Departmental Approval 

TO BE COMPLETED BY FINANCE

Revenue Contract Number 1-4225 Auditor  Date 2/20/2026
BS

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance 

CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Name Byers Car Rental, LLC
Address 4185 E 5th Ave
City Columbus State OH Zip+4 43219 -
Customer # @00004225 Address Location #
Federal ID# 31-4139860

Revenue Information: Fund 51000 Organization 3216 Revenue *See below Program 43

Contract Information: Contract Start Date 4/1/2026 Contract Expiration Date 12/31/30

Billing Information: Rate: \$ Arrears Pre-bill
Monthly (1st month of billing) April
Quarterly (1st month of quarter)
Semi-annual (1st month of half)
Annual (1st month of billing)
Other (explain)
Rate Change Date Rate Change Amount

Description of Services (wording on invoice): Effective April 1, 2026

Water & Sewer Charges *(23204) 6W&S

Montgomery County Property Taxes *(23207) 6PTX

Montgomery County Property Charge *(23207) 6PCH

Electric/Utilities 4UTI

Departmental Approval *Ale Turner*

TO BE COMPLETED BY FINANCE


Revenue Contract Number 1-4225 Auditor *Steph Kluch* Date 2/20/2026
BS

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance *Kena G. Yonon*

February 19, 2026

TO: Office of the City Commission
Office of the City Manager
Department of Finance

FROM: Gil B. Turner, Director 
Department of Aviation

SUBJECT: BYERS HERTZ RENTAL CAR SERVICE CENTER LEASE AGREEMENT

The Department of Aviation requests your approval of the Byers Hertz Rental Car Service Center Lease Agreement (Agreement) with the Dayton International Airport, including land and facility improvements. This Agreement will commence on April 1, 2026, and terminate on December 31, 2030.

The current lease agreement contains 257,000 square feet, approximately 5.9 acres, which the operator rents at \$6,360.75 per month or \$76,329 annually. The current amended lease expires on March 31, 2026. This Agreement contains 126,337 square feet, approximately 2.9 acres, which equates to \$18,529.43 per month or \$222,323.16 annually. The rate will increase on April 1st of each year by five percent (5%) and the title to all improvements and facilities constructed by Byers reverts to the City on April 1, 2026.

Aviation negotiated the new rates based upon factors that included: a Market Rent Study completed by Martin + Wood, ownership of all the improvements reverting to the City, reducing the total square footage to meet Byers operational needs, and ensuring the per square foot rent remained in line with the other four existing car rental service centers agreements at the Airport. Additionally, Aviation ensured this Agreement co-terminates with the remaining four rental car service facility leases which maintains the opportunity for a competitive bidding process for the next rental car service facility RFP in 2028-2029.

The Department of Law has reviewed and approved this agreement as to form and correctness. Aviation requests this to be presented to the Commission on March 4, 2026.

If you have any questions, please contact Beverly Mack at (937) 454-8215.

GT/bsm

BYERS HERTZ SERVICE CENTER LEASE

| Year | Initial Annual MAG | 5% increase beginning 4/1 | Total Annual MAG Payment | Total Monthly Payment |
|-----------------|-----------------------|---------------------------------|-----------------------------|--------------------------|
| 4/1/26-3/31/27 | \$ 222,353.12 | 0 | \$ 222,353.12 | \$ 18,529.43 |
| 4/1/27-3/31/28 | \$ 222,353.12 | 5% | \$ 233,470.78 | \$ 19,455.90 |
| 4/1/28-3/31/29 | \$ 233,470.78 | 5% | \$ 245,144.31 | \$ 20,428.69 |
| 4/1/29-3/31/30 | \$ 245,144.31 | 5% | \$ 257,401.53 | \$ 21,450.13 |
| 4/1/30-12/31/30 | \$ 257,401.53 | 5% | \$ 270,271.61 | \$ 22,522.63 |

Total over Contract Term \$ 1,228,641.35

SECURITY DEPOSIT

3 months rental deposit \$ 55,588.28
 Utilities \$ 2,500.00

RENTAL CAR SERVICE CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Lease") is made and entered into this ___ day of _____, 2026 ("Effective Date"), between the City of Dayton, Ohio ("City"), a political subdivision in and of the State of Ohio, and Byers Car Rentals, LLC ("Operator"), a limited liability company authorized to conduct business in the State of Ohio.

WITNESSETH THAT:

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

WHEREAS, City heretofore acquired a rental car service center, which is located at 3350 Valet Drive, and listed on Exhibit A as property "A";

WHEREAS, Operator operates a rental car concession at the Airport pursuant to a separate Non-Exclusive Rental Car Concession and Lease Agreement with City ("Concession Agreement") to be dated April 1, 2026 and desires to lease the rental car service center to support its rental car operations at the Airport; and

WHEREAS, City deems it advantageous to itself, to the operation of the Airport and in the best interest of the public to lease unto Operator this rental car service center upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the mutual benefits to be derived, **IT IS AGREED AS FOLLOWS:**

ARTICLE I - LEASED REAL PROPERTY

- A. City leases to Operator the rental car service center located at the Airport and having the address of 3350 Valet Drive, which facility is situated on 126,337 square feet (2.9 acres) of ground space ("Ground Space") and containing building(s) containing approximately 9,056 square feet of Improved Space. "Improved Space" collectively includes the structures, buildings, and any site improvements. Together the Ground Space and Improved Space referred to herein as the "Premises". The exact location of the Premises at the Airport is depicted in Exhibit A, property "A", which is attached hereto and incorporated herein.
- B. As part of this Lease and the Premises leased hereunder, Operator shall have the right to use all appurtenances, equipment and fixtures located and/or situated upon the Premises. City makes no representation or warranty as to such appurtenances, equipment and/or fixtures, their fitness for a particular purpose or merchantability or condition. By execution hereof, Operator represents that it has inspected the Premises and all improvements, appurtenances, equipment, and fixtures, and accepts same on an "as-is" basis.

- C. From and after the date of execution of this Lease, Operator shall be solely responsible for replacement, repair, and maintenance (including preventive maintenance) for all improvements, appurtenances, equipment, and fixtures.

ARTICLE II - USE OF PREMISES

- A. Operator shall have the exclusive use of the Premises for operating a rental car service center in support of its rental car concession at the Airport. It is agreed that the Premises will not be used for servicing any other rental car concessionaire, whether operating at the Airport or off the Airport, without the prior written approval of City. Sales of vehicles at and/or from the Premises are strictly prohibited. Operator shall not use the Premises for any activities not related to its rental car concession at the Airport without the prior written approval of City. Operator shall only be permitted to operate the rental car service center under the trade name which shall be identical to that under the Concession Agreement for the Operator.
- B. Operator shall not transport its Customers to or from the Terminal in Vehicles without prior written consent of the City, except to accommodate disabled Customers. All employees shall be required to obtain an airport-issued vehicle permit for any personal vehicle which the Operators employees intend to park in the Premises.
- C. If Operator parks its Vehicles in public parking lots on the Airport or permits its employees, contractors or agents to park automobiles in such lots, Operator must pay the posted parking rates.
- D. Operator shall actively use the Premises only for the purposes specified in this Lease at all times. Operator shall not at any time leave the Premises vacant without the written consent of City; provided, however, that failure to actively use the Premises as the result of (1) a work stoppage by Operator's employees, or (2) the repair or restoration or making of alterations, additions and changes to the Premises, will not constitute a default or breach of this Lease.
- E. Operator shall not do or permit anything to be done on or about the Premises which will in any way conflict with any applicable law, ordinance, rule or regulation issued by any competent governmental authority; or allow the Premises to be used for any improper, immoral or unlawful purpose.
- F. Operator may make any necessary minor alterations to the Premises required for its operations, upon obtaining the prior approval of City.
- G. Operator shall, upon termination and/or expiration of this Lease, remove all personal property and trade fixtures and repair any damage or injury to the Premises resulting from such removal and deliver the Premises to City in good condition, normal wear and tear excepted.

ARTICLE III - RIGHTS AND OBLIGATIONS OF OPERATOR

- A. As applicable or required by City, Operator shall, at its expense, arrange for and ensure that its employees and agents operating under this Lease are properly identified with an Airport Identification Badge and that said badge is prominently displayed at all times. Operator's employees shall, at Operator's expense, be required to obtain an Airport-issued identification badge conditioned upon successful completion of a background check and other requirements as stated in the Airport Rules and Regulations.
- B. Operator shall, at its expense, obtain from all authorities having jurisdiction over the operations and activities to be conducted upon the Premises, including, but not limited to, the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), Environmental Protection Agency ("EPA"), Ohio Environmental Protection Agency ("OEPA"), and state and local fire protection agencies, all licenses, certificates, permits, registrations or other authorizations which may be required for the conduct of its operations and activities, and/or necessary to comply with any requirements of this Lease and/or in the exercise of any right or obligation granted in this Lease, including, but not limited to, any licenses, permits, procedures, or sampling required for City to comply with its National Pollutant Discharge Elimination System ("NPDES") permit. In addition, the Airport holds the Ohio EPA NPDES permit for the Airport as a whole. In accordance with the Dayton International Airport Storm Water Pollution Prevention Plan, as required by the NPDES Permit, Operator is required to submit a chemical inventory and implement Best Management Practices in accordance with the Dayton International Airport Storm Water Pollution Prevention Plan. Operator, however, shall not be deemed to have waived any right to exhaust administrative and/or judicial remedies, which may be available to Operator regarding any dispute or contest related to any authorizations required. Operator will provide City with complete information concerning any such dispute or contest.
- C. Operator shall fully comply with all current and future requirements of all regulatory agencies having jurisdiction over the fuel/oil storage tank systems, either underground or aboveground including, but not limited to, the Bureau of Underground Storage Tank Regulations ("BUSTR"), EPA, OEPA, the State Fire Marshall, and the Fire Department of the City of Dayton, Ohio, or their respective successors and designees. In the event of a conflict between regulatory agencies, the decision of City's Director of Aviation will be final. Operator agrees to register the Premises' underground storage tanks with BUSTR, its successor or any other regulatory agency having jurisdiction. Operator further agrees to apply, maintain, and pay the annual assessment fee for coverage for the underground storage tanks with the Petroleum Underground Storage Tank Release Compensation Board. Operator shall also at its sole expense, when required by law or when deemed necessary by the City or his designee, test all storage tanks located on the Premises for structural integrity and leaks and shall maintain and repair the leak detection system provided by City. Upon request, Operator shall make available to the City the results of such tests. Testing required herein shall be to the satisfaction of the City and in conformance with all applicable federal, state or local laws, rules, regulations or ordinances as these provisions presently exist, or as they may be amended or enacted. If

during the Operator's occupancy of the Premises, a tank leaks or the pipelines servicing a tank leak or are discovered to be leaking, Operator shall immediately notify the City and take all necessary steps to repair the tank and/or pipelines and clean up the contaminated area to the satisfaction of the City and in accordance with this Lease and all applicable federal, state or local laws, rules, regulations or ordinances as these provisions presently exist, or as they may be amended or enacted. Operator agrees to maintain the existing storage tank system in operational condition at its sole expense and pay or reimburse City for all licenses, inspections, fines, insurance and other fees and charges that may be incurred by or levied upon City due to Operator's activities under this Lease. If the fuel facility must be removed through no fault or cause of Operator, City shall be responsible for the cost of the removal, but not previously existing environmental issues, of the fuel facility. This clause shall survive the termination of this Lease with respect to environmental issues caused by Operator.

- D. Operator shall repair or pay for any and all damages to City and its property caused by any wrongful or negligent acts or omissions of Operator, its agents or employees arising out of Operator's use or occupancy of the Premises or in the exercise of any right or obligation granted herein.
- E. Operator shall, at its expense, provide and use suitable covered receptacles for the storing of all trash, garbage and other refuse created in the conduct of its business or operations, or arising from Operator's exercise of any right or obligation under this Lease. Operator shall, at its expense, provide for the complete and proper removal and disposal away from the Airport of all refuse collected. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden. Any trash scattered on the Premises, fence line and adjacent roadway must be promptly, as determined by the Airport, collected and placed in proper receptacles.
- F. The storage, handling and disposal of all Hazardous Materials, as defined by federal, state and local laws, shall be in compliance with all applicable licenses, permits, certificates or other authorizations obtained by Operator and in compliance with all applicable federal, state and local laws governing the storage, handling and disposal of same.
- G. Operator, its agents, employees, patrons, guests, invitees and suppliers of service or furnishers of materials shall have the right of ingress to and egress from the Premises and shall have the right in common with others to use the public roadways serving the Airport.
- H. In addition to rents and fees, Operator shall, at its expense, pay all taxes and assessments that are now and may be levied or imposed upon the Premises and any real, leasehold and personal properties situated or placed thereon, provided, however, that real property taxes and assessments shall be prorated so as to require Operator to pay such taxes and assessments only for the period of Operator's tenancy. Real property taxes and assessments are assessed on the entire Airport parcel, of which the Premises are a portion thereof. The calculation for property taxes for the Premises shall be based on the Industrial Report of the Auditor of Montgomery County, Ohio (the "Report"), and any updates thereto or successor reports. Operator shall be permitted to

protest or contest in a manner specified by City, the validity or amount of any such real property tax or assessment under this provision. City retains the sole right and obligation to file such protest or contest with the taxing authority for Montgomery County, Ohio; however, Operator shall provide all necessary information and required legal or appraisal services relating to such protest or contest to City at Operator's sole cost and expense. City shall bill Operator and Operator shall pay the invoiced amount to City within thirty (30) days after receipt of invoice. Operator's right to protest or contest taxes and assessments hereunder does not relieve Operator of the obligation to pay taxes to City unless City receives a waiver from the taxing authority for Montgomery County, Ohio.

- I. Except as otherwise provided in Article VI, Operator is responsible for the complete, proper and timely maintenance, repair, and replacement of the Premises, in the sole discretion of the Airport, including any maintenance, repair, and replacement of all building systems, including but not limited to:
 1. Vehicular parking and entrance drive snow removal, lighting repair, brooming, striping, sealing, replacement and overlay of all surfaces located on the Premises as required;
 2. Mowing, trimming, planting and maintenance of grass areas and landscaping on the Premises;
 3. Maintenance, repair, and replacement of all utility lines serving the Premises to lease line or metering or submetering point, whichever is larger. Access to such areas located outside the Premises shall be provided by City;
 4. Maintenance, repair, and replacement of storm drainage structures and storm lines that solely serve the Premises and maintenance, repair, and replacement of oil separators in storm and sanitary sewer lines serving the Premises, if provided. Access to such areas located outside the Premises shall be provided by City;
 5. Maintenance, repair, and replacement, and test and service of the fire suppression system serving the Premises in accordance with applicable codes;
 6. Maintenance, repair, and replacement, and test and service of the fire alarm system serving the Premises;
 7. Maintenance, repair, and replacement, and test and service of existing Underground storage tank system, associated piping and associated leak detection system; and
 8. Complete interior and exterior maintenance.
- J. Operator shall not make any alterations, repairs, additions or undertake demolition activities (collectively, "modifications") during the term of this Lease. In the event any such modification(s) are required or desired, the Operator must first receive written approval for the modification(s) from City.
- K. Operator shall have all utility accounts placed in its name and shall pay all utility charges (i.e., water, sanitary sewer, natural gas and electric) directly to the utility companies or municipalities providing such services. Operator agrees to notify City immediately upon

termination of any utility account, except at the termination of this Lease. City may, at its option, place such terminated account in its name. In the event City, willingly or otherwise, assumes the responsibilities for providing water, sanitary sewer, natural gas or electric services to Operator, Operator shall pay to City the higher of: i) the prevailing rates for similar type utility services offered by utility companies and/or municipalities providing utilities to similar utility users located in Dayton, Ohio or, ii) the actual cost incurred by the City in providing the utility service to the Operator.

- L. Operator shall not erect, allow or permit to be maintained on the Premises, or upon the exterior of any improvement on the Premises, any billboards or advertising signs, except those which have the prior written approval of City. Operator may maintain on the Premises, or on the exterior of any improvement on the Premises, its name, or trade name, in neatly arranged electric, neon or other type sign or signs; the size and type of sign or signs subject to City's approval.
- M. Nothing contained in this Lease prohibits City from granting easements, utility or otherwise, as long as said easements would not restrict Operator's use of the Premises for purposes stated herein.

ARTICLE IV - TERM

This Lease shall commence on April 1, 2026 and terminate on December 31, 2030, provided that the Concession Agreement has not been terminated and/or expired without a written renewal or written extension thereof and Operator is not in default in any of the terms, conditions or promises set forth in the Concession Agreement.

ARTICLE V - RENTAL

- A. During the term of this Lease, Operator shall pay to City as rent for the Premises the following monthly amount: eighteen-thousand five hundred twenty-nine dollars and forty-three cents (\$18,529.43). Operator shall pay the aforesaid monthly rentals on the first day of the month.

On January 1 of each year for the term of this Agreement, commencing on the effective date of this agreement, the monthly rental amount shall be increased by five percent (5%).

All payments due hereunder shall be sent to City at the following address:

City of Dayton, Ohio
P. O. Box 632094
Cincinnati, Ohio 45202

or at such other place as City shall, in writing, direct.

- B. Operator shall pay a security deposit equivalent of the sum of three (3) months rental fee, which is fifty-five thousand five hundred eighty eight dollars and twenty eight cents (\$55,588.28) plus two thousand five hundred (\$2,500) dollars for utilities.
- C. Without waiving any other right or action available to City in the event of default in payment of rentals hereunder, if Operator is delinquent for a period of thirty (30) days or more in paying to City any rental due and owing to City pursuant to this Lease, Operator shall pay to City a late charge thereon at the rate of two percent (2%) per month from the date such item was due and owing until full payment has been paid. The late charge shall not occur with respect to disputed items being contested in good faith by Operator.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF CITY

- A. City shall have the right to adopt and enforce rules and regulations, with respect to the use of the Airport and facilities thereon, which Operator agrees to observe, obey and enforce.
- B. City's Director of Aviation or such designees shall have the full and unrestricted right, at all times during normal business hours and at all other times upon reasonable notice to Operator, when possible, to enter the Premises for the purposes of inspecting the Premises and doing any and all things which the City is obligated or authorized to do as set forth herein, or which may be deemed necessary for the proper general conduct and operation of the Airport and in the exercise of the City's police power. This provision shall in no way limit or restrict City's right to enter upon the Premises in the event of an emergency. Reasonable notice, as used in this subsection, shall in no event be interpreted to require more than twenty-four (24) hour notification.
- C. Should Operator fail to provide and maintain proper trash removal, mowing, snow removal or other required maintenance, City shall have the right, but not the obligation, to provide or perform said services and to bill Operator the costs of providing same plus a fifteen (15%) administrative service fee.

ARTICLE VII - NON-DISCRIMINATION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (ACDBE)

- A. General Civil Rights Provisions.

In all its activities within the scope of its airport program, the Operator agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator. See Exhibit B.

The above provision obligates the Operator for the period during which the property is owned, used or possessed by the Operator and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Operator") agrees as follows:

1. **Compliance with Regulations:** The Operator (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** The Operator, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions provided in Exhibit B, Attachment A-1 and Attachment A-2. Where any information required of the Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Operator's noncompliance with the Non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Operator under the Agreement until the Operator complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Operator will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

C. **Clauses for Transfer of Real Property Acquired or Improved under the Activity, Facility or Program.**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of the Airport Improvement Program grant assurances.

1. The Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City and its assigns.

D. Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of the Airport Improvement Program grant assurances.

1. The Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

a. no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

b. that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

c. that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the City will have the right to terminate the license, permit, etc., as appropriate and to enter or reenter and repossess said land and the facilities thereon, and hold the same as if said license, permit, etc., as appropriate had never been made or issued.

3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the deeds will there upon revert to and vest in and become the absolute property of the City and its assigns.

E. List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, Operator, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 30
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Concessionaires, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.

ARTICLE VIII - INDEMNIFICATION

- A. Operator shall defend, indemnify, save and hold harmless City, its elected officials, officers, agents, and employees, from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of any accident or damages suffered by third persons and arising from, or in any way connected with, the use or occupancy of the Premises, or any condition of the Premises, fixtures, structures, equipment or other improvements thereon, or Operator's exercise of any right granted herein, or Operator's performance for breach or default in the performance of any obligation to be performed pursuant to this Lease, or any wrongful or negligent act or omission of Operator, its agents and employees.

It is agreed that, to the extent permitted by law, no agreement or covenant by Operator under this Subsection A shall include liability or damages for injury to persons or damage to property caused by or resulting from the sole negligence of City, its agents or employees.

- B. Operator shall defend, indemnify, save and hold harmless City, its elected officials, officers, agents and employees, from and against any mechanics or other lien or order for the payment of money filed against the Premises, City or any property of City, arising out of any act or omission of Operator, its tenants or subtenants or anyone claiming through or under Operator. Operator shall, at Operator's expense, cause the same to be cancelled or discharged of record and shall save and hold harmless City from and against any and all costs, expense, claims, losses or damages including reasonable counsel fees resulting therefrom or by reason thereof.
- C. City shall not be liable to Operator or to Operator's subtenants, agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Operator's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport nor, to the extent permitted by law, shall City have any liability whatsoever to Operator, Operator's subtenants, agents, representatives, contractors or employees, for any damage, destruction, injury, loss or claim of any kind arising out of the use by any of the aforementioned of any parking lot, including the future parking garage, located either on or off the Airport. City shall not be liable to Operator for damage to property of Operator or any loss of revenues to Operator resulting from City's acts or omissions in the maintenance and operation of the Airport or failure to operate the Airport.
- D. The obligations of Operator under this Article VIII shall survive the termination or expiration date of this Lease and shall not be affected in any way by the amount of or the absence in any case of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.
- E. The City's elected officials, officers, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by City of any of its obligations.
- F. Notwithstanding any other provision of this Lease to the contrary, to the extent permitted by law, Operator waives any and every claim for recovery from the City for any and all loss or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectable physical damage insurance policies maintained by Operator or which would have been recoverable if the insurance required hereunder had been maintained by Operator, to the extent that such loss or damage is recoverable, or would have been recoverable, as applicable, under said insurance policies. As this waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Operator agrees to give each insurance company which has issued, or in the future may issue,

its policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of said waiver. Operator shall require any subtenant to include similar waivers of subrogation in favor of the City.

ARTICLE IX - INSURANCE

A. Operator, at its sole cost and expense, shall procure and maintain, or cause to be maintained, at all times during the term of this Lease, the following insurance, with insurance companies authorized to do business in the State of Ohio and having at least an "A" rating from A. M. Best and covering all operations under this Lease, whether performed by Operator or by its contractors:

1. Commercial Liability Insurance (Primary and Umbrella):

Commercial Liability Insurance with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury and property damage liability. Coverage extensions shall include the following: All Premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured and contractual liability (with no limitation endorsement). The City, its elected officials, officers, agents, volunteers and employees, shall be named as additional insureds, on a primary, non-contributory basis for any liability arising directly or indirectly from this Lease.

2. All Risk Property Insurance:

- i. Operator shall obtain an "All Risk Property" policy, including improvements and betterments covering damage to building, machinery, equipment or supplies in the amount of full replacement value of the property constituting within the Premises. Coverage extensions shall include business interruptions/loss of rents (in an amount not less than the sum of rents then payable under this Lease for a period of one year), and flood. City is to be named as a loss payee.
- ii. The Operator shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned or rented by Operator.
- iii. When Operator undertakes any improvement, construction or repair project to the Premises, All Risk Blanket Builders Risk Insurance shall be provided to cover at replacement cost the materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include the following: right to partial occupancy, material stored off-site and in transit, earthquake, flood including surface water backup, collapse, faulty workmanship or

materials, business interruption, extra expense, loss of revenue, and loss of use of property. The City shall be named as loss payee.

3. Automobile Liability Insurance:

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Operator shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury and property damage. City is to be named as an additional insured on a primary, non-contributory basis.

4. Petroleum Underground Storage Tank Release Compensation Board (PUSTRCB):

Operator will, at its expense, enroll the existing underground storage tank system in the Petroleum Underground Storage Tank Release Compensation Board (PUSTRCB).

- B. Certificates of insurance evidencing the required coverage to be in force on the effective date of this Lease, and all renewal certificates of such insurance, shall be provided to City. Operator shall provide the City with a Certificate of Insurance on all required insurance prior to Operator's exercise of any privileges provided by this Lease within thirty (30) days of execution of this Lease. In the event of a claim or threatened claim against City that could be covered under a policy of insurance required hereunder, Operator agrees to promptly furnish, upon City's request, a copy of such policy or policies of insurance to City. The receipt of any certificate or policy does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Lease. The failure of the City to obtain certificates or other insurance evidence from Operator or its contractors shall not be deemed to be a waiver by the City. Operator or its contractors shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve Operator or its contractors of their obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Lease, and the City retains the right to terminate this Lease as provided in Article XIV until proper evidence of insurance is provided. All policies of insurance shall provide for a minimum of thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.
- C. If Operator fails to obtain or maintain any of the insurance policies under this Lease or to pay any premium in whole or in part when due, City may (without waiving or releasing any obligation or default by Operator hereunder) obtain and maintain such insurance policies and take any other action which City, including reasonable attorney's fees, court costs and expenses, shall be reimbursed by the Operator upon demand by City.

- D. Operator shall require all contractors to carry the insurance required herein, or Operator or its contractors may provide the coverage for any or all contractors, and, if so, the evidence of insurance submitted shall so stipulate. Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Operator or its contractors. Operator and its contractors agree that insurers shall waive their rights of subrogation against the City, its employees, elected official, agents, or representatives. Operator and its contractors expressly understand and agree that any coverages and limits furnished by Operator or its contractors shall in no way limit the Operator or its contractors' liabilities and responsibilities specified within this Lease or by law. Operator and its contractors expressly understand and agree that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Operator or its contractors under this Lease. If Operator or its contractors desire additional coverage, higher limits of liability, or other modifications for its own protection, then Operator or its contractors shall each be responsible for the acquisition and cost of such additional protection.
- E. The insurance required hereunder shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. The City maintains the right to modify, delete, alter or change these requirements.
- F. The insurance required by this Lease, at the option of Operator or contractors, may be effected by blanket or umbrella policies issued to Operator or contractors covering the Premises and other properties owned or leased by Operator or contractors, provided that the policies otherwise comply with the provisions of this Lease and allocate to the Premises the specified coverage, without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein.
- G. Operator shall also maintain, at all times during the term hereof, Workers' Compensation and Occupational Disease Insurance for its employees employed or providing service(s) upon the Premises in such amounts as prescribed under Ohio law, or of at least \$1,000,000 each accident.

ARTICLE X – DAMAGE AND DESTRUCTION OF PREMISES

- A. If improvements on a portion of the Premises are damaged, in whole or in part, by fire or casualty, Operator shall repair the damage to the improvements as soon as reasonably possible at Operator's expense or, upon mutual agreement, shall take such other actions as is mutually agreed between City and Operator, which actions may include, but are not limited to, demolition and removal of the entire Building, improvements, and all appurtenances and fixtures. Operator may use insurance proceeds from insurance it carried to pay for the work as it progresses, and the City shall permit any such proceeds to be made available.
- B. During any period in which Operator is unable to use all or a substantial portion of the Premises due to damage or destruction of the Premises and which significantly impacts

Operator's operations at the Airport, then the rent payable for the Premises shall be abated or appropriately adjusted for the period during which such damage renders the Premises unusable or operations are so curtailed or terminated. However, if City determines that such damage resulting in inability to use all or a substantial portion of the Premises is caused by the acts, errors or omissions of Operator, its employees, agents and/or contractors, Operator shall not be entitled to an abatement of rents as provided herein. Except for such abatement of rents due, as applicable, Operator shall have no claim against the City for any damage suffered by reason of any such damage, destruction, repair or restoration.

- C. If any improvements to the Premises are not diligently repaired by Operator where required, or such action as mutually agreed by the City and Operator is not completed, or if any space is deleted from the Premises, then the City shall be entitled to all insurance proceeds payable on account of improvements in such space. Where the Operator is obligated to repair or restore or remove improvements or the entire Building structure, Operator must do so notwithstanding that insurance proceeds may be insufficient.

ARTICLE XI - ASSIGNMENT AND SUBLETTING

The leasehold estate and rights granted herein are personal property of Operator. Operator may not sell, assign, transfer sublet or underlet the same, or any portion thereof. Any assignment in violation hereof shall be void.

ARTICLE XII - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All covenants, stipulations and agreements in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

ARTICLE XIII - CANCELLATION BY OPERATOR

- A. In addition to all other remedies available to the Operator under this Lease or at law, this Lease shall be subject to cancellation by Operator should any one or more of the following events occur:
1. The issuance by any court of competent jurisdiction of any injunction, order or decree preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which is used by Operator and which is necessary for Operator's operations on the Airport, which remains in force unvacated or unstayed for a period of thirty (30) consecutive days and results in material interference with Operator's normal business operations;
 2. The default by City in the performance of any material covenant or agreement required to be performed by it herein, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of thirty (30) days after receipt from Operator of written notice to remedy the same; or if by reason of the nature of such default the same cannot be remedied within said thirty

(30) days, then Operator shall have the right to terminate this Lease if the City shall have failed to commence the remedying of such default within said thirty (30) days following such written demand, or having so commenced, shall fail thereafter to continue with diligence the remedying thereof.

- B. Operator may exercise its rights of termination by prior written notice to City at any time after the lapse of the applicable periods of time, and this Lease shall terminate as of the effective date of termination specified in such notice. Rentals due hereunder shall be payable only to the date of termination.

ARTICLE XIV - CANCELLATION BY CITY

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

1. If Operator shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of Operator and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Operator's assets is appointed by a court of competent jurisdiction; or if Operator shall be divested of its rights, powers and privileges under this Lease by other operation of law.
2. If Operator shall default in or fail to make payments at the times and in the amounts as required of it under this Lease and said default is not cured by amounts due and owing within thirty (30) days after City notifies Operator in writing of the default;
3. If Operator shall fail to perform, keep and observe all of the covenants and conditions contained in this Lease to be performed, kept and observed by it, and said failure is not cured, or action taken to correct such failure, within thirty (30) days after City notifies Operator in writing of said failure;
4. Violations by Operator, its agents or employees, of applicable laws, ordinances, codes, rules and regulations issued by any competent governmental authority, or revocations of permits or licenses required in the performance of this Lease, if the same shall not be corrected or action taken to correct, within thirty (30) days after Operator's receipt of written notice, which shall state in detail the violation.

- B. City may cancel this Lease upon giving Operator thirty (30) days prior written notice to Operator in the event the Premises is needed for any municipal, airport or economic development purpose or project.

ARTICLE XV - HOLDING OVER

In the event that Operator holds over and remains in possession of the Premises and the rights granted herein after expiration and/or termination of this Lease and without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create an at will month-to-month tenancy that may be terminated at any time by City or Operator. In the event of such holding over, City shall be entitled to collect from Operator, 1.25 times the amount of the month rental in place at the expiration of the Lease. All other terms and conditions in such holdover shall be the same as herein provided.

ARTICLE XVI - INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall not constitute a material breach of this Lease; provided that the validity of any such covenant, condition or provision does not materially prejudice either the City or Operator in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

ARTICLE XVII - WAIVER

- A. No waiver by either party at any time, of any of the terms, conditions, covenants or agreements of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by the other. Receipt by City of rent with knowledge of the breach by Operator of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by City or Operator, as the case may be.
- B. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Lease are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law except as specifically provided herein and that the exercise of one right, power, option or remedy by either party shall not impair its right or any other right, power, option or remedy, except as specifically provided herein.

ARTICLE XVIII - GENERAL PROVISIONS

- A. The term City, as used in this Lease, means the City of Dayton, Ohio, and where this Lease speaks of approval and consent by the City, such approval is understood to be manifested by act of the City's Director of Aviation, except as otherwise expressly stated in this Lease.

- B. Notices to the City provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, addressed to:

City of Dayton, Ohio - Department of Aviation
James M. Cox Dayton International Airport
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
Attn: Director of Aviation

or such other address as the City shall direct in writing.

- C. Notices to Operator provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, addressed to:

Byers Car Rentals LLC
Attn: Josh Pierre
4185 E. 5th Ave
Columbus Ohio ~~43123~~
43219 JP.

or such other address as Operator shall direct in writing.

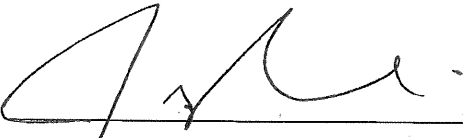
- D. Operator represents that it has carefully reviewed the terms and conditions of this Lease and is familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by the Lease.
- E. Any headings in this Lease are for convenience of reference only and do not define or limit the provisions thereof. In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Lease. All section references, unless otherwise expressly indicated, are to sections in this Lease. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.
- F. By execution of this Lease, Operator hereby irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease.
- G. Operator (and any person claiming by or through Operator) shall look solely to legally available Airport discretionary funds for enforcement of any liability of the City under this Lease, and not any other funds or assets of the City of Dayton, Ohio whatsoever.

- H. Neither Operator nor any contractor of Operator shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City's ownership of fee title to the Premises.
- I. By entering into this Lease, City shall in no way be deemed a partner or joint venturer with Operator, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.
- J. The parties may amend or modify this Lease, at any time, provided that no such amendment or modification shall be effective unless it is reduced to a writing, which makes specific reference to this Lease, executed by a duly authorized representative of City and Operator and, if required or applicable, approved by the Commission of the City of Dayton, Ohio.
- K. This Lease represents the entire and integrated agreement between City and Operator. This Lease supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Lease.
- L. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.
- M. This Lease may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument. Delivery of an executed Lease by one party to any other party may be made by facsimile or electronic mail, including any electronic signature and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Each party represents that each has carefully reviewed the terms and conditions of this Lease and are familiar with such terms and conditions and agrees faithfully to comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Lease. Further, Operator acknowledges that they have read this Lease, have had the opportunity to review the Lease with counsel of their respective choice. Therefore, no party shall be deemed to be the drafter of this Lease, or of any particular provision or provisions, and no part of this Lease shall be construed against any party on the basis that the particular party is the drafter of any part of this Lease.

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

BYERS CAR RENTAL, LLC

By: 
Its: General Manager

CITY OF DAYTON, OHIO

City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John Digitally signed by Musto, John
Date: 2026.02.10 15:24:39
-05'00'

City Attorney

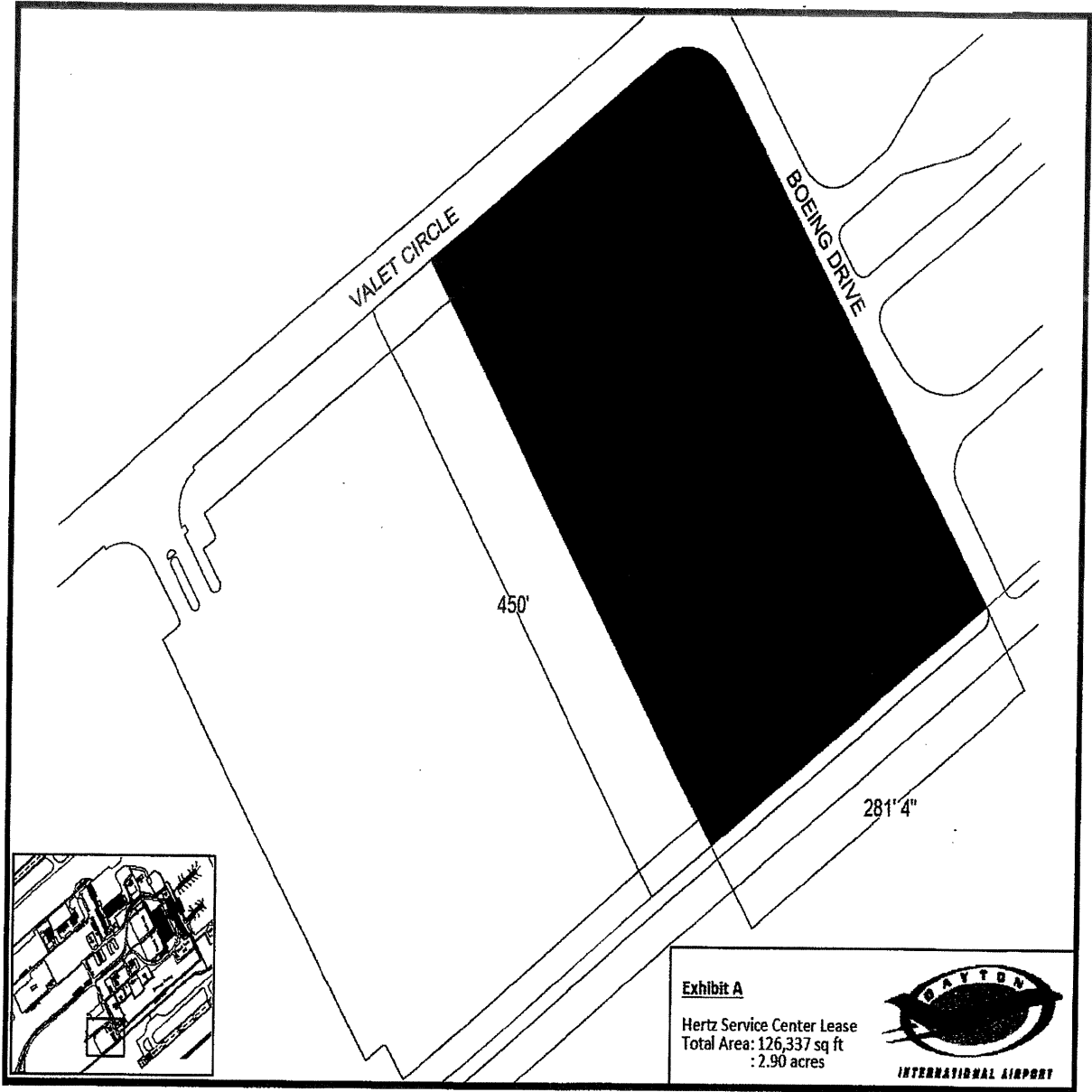
**APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO:**

_____, 2026

Min/Bk. _____ Pg. _____

Clerk of the Commission

EXHIBIT A – RENTAL CAR SERVICE CENTER PROPERTY



**EXHIBIT B - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
(ACDBE) PROGRAM
ACDBE CONSCIOUS (AC) CONTRACT CLAUSE**

SECTION I DEFINITIONS

Airport Concession Disadvantaged Business Enterprise (ACDBE) means a firm seeking to operate as a concession that is a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

In this context, ACDBE means a Small Business Concern that has successfully completed the ACDBE reevaluation process and has been granted ACDBE status by an OHIO UCP member pursuant to the criteria contained in 49 CFR Part 23.

ACDBE-Conscious means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs.

ACDBE-Neutral means a measure or program that is, or can be, used to assist all small businesses.

City means The City of Dayton for purposes of this Contract Clause.

Commercially Useful Function (CUF) means that an ACDBE is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If an ACDBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or if the ACDBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the ACDBE is presumed not to be performing a Commercially Useful Function

Compliance Specialist means a City employee responsible for compliance with this Contract Clause.

Concession means one or more of the types of for-profit businesses that serve the traveling public.

Contract is a written agreement for a direct concession opportunity with the City. Or a written agreement between a Proposer and JV partner, sublessee, or a Goods and Services Provider.

Goods and Services Providers are firms that provide goods and services that represent a Commercial Useful Function (CUF) directly to airport concessionaires as an ACDBE or small business.

Human Resources Council (HRC) means the City of Dayton's HRC which enforces civil rights; provides business and technical assistance to minority-owned, woman-owned and small disadvantaged businesses; and administers community relations initiatives that promote and maintain peace, goodwill and harmony; assists in reducing inter-group tensions, and ensures equality of treatment and opportunity to all who live, work, play, and gather in the City of Dayton.

Joint Venture (JV) means an association of an ACDBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. Joint venture entities are not certified as ACDBEs.

One participant in the JV arrangement must be certified ACDBE by an OHIO UCP member. The JV is limited in scope and duration to this Contract. The resources, assets, and labor of the participants must be combined in an effort to accrue profit.

Ohio Unified Certification Program (Ohio UCP) means a consortium of government agencies organized to provide reciprocal ACDBE certification in Ohio 49 CFR Part 26. The official ACDBE database containing eligible ACDBE firms certified by the Ohio UCP can be accessed at: <https://www.transportation.ohio.gov/programs/business-economic-opportunity/ucp>

Outreach Efforts means the diligent and good-faith efforts demonstrated by a Proposer to solicit participation from interested and qualified ACDBEs and other Small Businesses. Proposer shall: identify and document potential business opportunities for ACDBEs and other Small Businesses; describe what efforts were undertaken to solicit ACDBE and Small Business participation; disclose results of negotiations with ACDBEs and Small Businesses; and communicate and record Proposer's selection decisions relating to ACDBE and Small Business participants.

Proposer means an individual, partnership, JV, corporation or firm that tenders a proposal to the City to perform services requested by a solicitation or procurement. The proposal may be direct or through an authorized representative.

Small Business Administration or SBA means the United States Small Business Administration.

Small business concern means a for-profit business that does not exceed the size standards of § 23.33.

Small Hub Airport means a publicly owned commercial service airport that has a number of passenger boardings equal to at least 0.05 percent of all passenger boardings in the United States but less than 0.25 percent of such passenger boardings.

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, applicants may qualify as socially and economically disadvantaged only if they can

meet the relevant criteria described in § 26.67. Socially and economically disadvantaged individuals include:

(a) ***Non-presumptive Disadvantage.*** All applicants must demonstrate social and economic disadvantage (SED) affirmatively based on their own experiences and circumstances within American society, and without regard to race or sex.

(1) To satisfy the SED requirement and ensure all determinations of disadvantage are not based in whole or in part on race or sex, an owner must provide the certifier a Personal Narrative (PN) that establishes the existence of disadvantage by a preponderance of the evidence based on individualized proof regarding specific instances of economic hardship, systemic barriers, and denied opportunities that impeded the owner's progress or success in education, employment, or business, including obtaining financing on terms available to similarly situated, non-disadvantaged persons.

(2) The PN must state how and to what extent the impediments caused the owner economic harm, including a full description of the type and magnitude, and must establish that the owner is economically disadvantaged in fact relative to similarly situated non-disadvantaged individuals.

(3) The owner must attach to the PN a current PNW statement and any other financial information he considers relevant.

Subconcession means a firm that has a sublease or other agreement with a prime concessionaire rather than with the airport itself to operate a concession at the airport.

Sublease means a lease by a lessee (tenant) to a sublessee (subtenant). Sublease is an example of a subconcession in which the sublessee is independently responsible for the full financing and operation of the subleased concession location(s) and activities. A sublease passes on to the sublessee all requirements applicable to the concession under the primary lease, including a proportionate share of the rent and capital expenditures.

Small Business means, with respect to firms seeking to participate as ACDBEs in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). "Small Business" and "Small Business Concern" are used interchangeably in this Contract Clause.

Small business concern means a for-profit business that does not exceed the size standards of § 23.33.

Subcontractor means an individual, partnership, JV, corporation, or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

Sublease means a lease by a lessee (tenant) to a sublessee (subtenant). Sublease is an example of a subconcession in which the sublessee is independently responsible for the full financing and operation of the subleased concession location(s) and activities. A sublease passes on to the sublessee all requirements applicable to the concession under the primary lease, including a proportionate share of the rent and capital expenditures.

Successful Proposer means a firm that has been selected by the City to perform services or furnish supplies requested by a solicitation or procurement.

Tribally-owned concern means any concern at least 51 percent owned by an Indian Tribe as defined in 49 CFR § 23.3.

SECTION II GENERAL REQUIREMENTS

- A. **Applicable Federal Regulations.** This Contract is subject to ACDBE requirements issued by USDOT in 49 CFR Parts 23 and 26. As required by 49 CFR 23, the City must track and report ACDBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving an ACDBE. For this reason, the Successful Proposer shall provide all relevant information to enable the required reporting.
- B. **ACDBE Participation.** For this solicitation, it has been determined—based on NAICS code availability—that there is a 5.36% ACDBE availability. This 5.36% is not a goal but was the availability at the time of RFP. The City extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The City uses ACDBE-conscious measures to facilitate participation by ACDBEs and Small Businesses. The City *encourages* each Proposer to voluntarily subcontract with ACDBEs and Small Businesses to perform part of the work that Proposer might otherwise perform with its own forces. A Commercial Useful Function may be required.
- C. **Counting ACDBE Participation.** The City will count ACDBE participation as authorized by federal regulations. A summary of these regulations can be found at 49 CFR § 23.41.
- D. **ACDBE Certification.** *Only* firms (1) certified by the OHIO UCP or another member and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified may be considered determining ACDBE participation resulting from AC measures on this Contract. This ACDBE determination affects the City's tracking and reporting obligations to USDOT.
- E. **Civil Rights Assurances.** As a recipient of USDOT funding, the City has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the City and the Successful Proposer, and each Subcontract signed by the Successful Proposer and a Subcontractor must include the following assurance *verbatim*:

49 CFR § 26.13

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration

of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible

SECTION III OUTREACH EFFORTS

The City encourages outreach efforts for this Contract. Specifically, each Proposer is encouraged to: (1) identify small-business-participation opportunities; (2) actively solicit proposals from small businesses; (3) evaluate small-business proposals; and (4) communicate selection decisions to small businesses, including each rejection of a small-business proposal.

SECTION IV SUBMITTAL REQUIREMENTS

Attachments A-1 and A-2, along with supporting documentation for Attachment A-1 are due with the proposal.

A. **Attachment A-1.** Each Proposer shall complete and submit Attachment A-1 documenting its diligent Outreach Efforts.

a. Each Proposer shall list in Attachment A-1 all ACDBEs and Small Businesses contacted by Proposer in preparing its proposal. Each Proposer shall also provide the following minimum information to document its Outreach Efforts. The Compliance Specialist will consider this information to determine whether the Proposer has demonstrated the required Outreach Efforts:

- a. Each business's full legal name and contact information;
- b. Business status (ACDBE, SBE, or unknown);
- c. Scope of work solicited (brief description, percentage of contract value);
- d. Solicitation method (personal contact, telephone, fax, e-mail, other);
- e. Selection process; and
- f. Communication of selection outcome to each participant.*

**Proposer shall provide supporting documentation that shows Proposer has communicated its final selection decisions and outcomes to all ACDBEs and Small Businesses not chosen to participate in this Contract.*

b. Each Proposer shall complete Attachment A-1 in accordance with the following instructions.

a. Each Proposer shall actively contact ACDBEs or Small Businesses for each scope of work or business opportunity selected for Outreach Efforts (Columns A and C).

- b. Proposer's contacts with ACDBEs and Small Businesses should occur well before the proposal deadline to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in the Contract.
- c. Proposer shall ask each firm to indicate the number of its employees (Column A).
- d. For each ACDBE's or Small Business's annual gross receipts, Proposer shall ask the firm to indicate the gross-receipts bracket into which it fits (e.g., less than \$500,000; \$500,000 – \$1 million; \$1 – 2 million; \$2 – 5 million; etc.) rather than requesting an exact figure from the firm (Column A).
- e. If Proposer does not select an ACDBE or Small Business to participate in the Contract, Proposer shall explain the reason why (Column E).
- f. Proposer shall notify each ACDBE or Small Business contacted whether or not Proposer selected the firm. Proposer shall notify all firms not selected, and Proposer shall state when (date) and how (method) the selection outcome was communicated to each firm (Column F).

B. Attachment A-2. Proposer shall sign and submit Attachment A-2, which commits Proposer to the City as follows:

- a. The firms indicated as "selected" in Attachment A-1 will participate in the Contract;
- b. The Proposer will comply with the RC post-award requirements as stated in Sections V and VI below;
- c. Any and all changes or substitutions will be authorized by the Compliance Specialist before implementation; and
- d. The proposed total Small Business participation percentage is true and correct.

Proposer shall ensure that the percentages proposed for Small Business participation on Attachment A-1 equal the total percentage proposed in Attachment A-2.

SECTION V POST-AWARD GENERAL REQUIREMENTS

A. Subcontracting Commitment. Promptly after Contract award, the Successful Proposer shall submit to the City copies of all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between the Successful Proposer and any ACDBE or Small Business.

The Successful Proposer shall not terminate any ACDBE or Small Business Subcontracts, and the Successful Proposer shall not alter the scope of work or reduce the Subcontract amount, without the Compliance Specialist's prior written approval. Any request to alter an ACDBE or Small Business Subcontract must be submitted in writing to the Compliance Specialist before any change is made. If the Successful Proposer fails to do so, the City may declare the Successful Proposer in breach of contract.

B. Post-Award Relief From ACDBE and SBE Requirements. After the Contract award, the City will not grant relief from the proposed ACDBE or Small Business utilization except in extraordinary circumstances. The Successful Submitter's request to modify ACDBE or Small

Business participation must be in writing to the Compliance Specialist, who has final discretion and authority to determine if the request should be granted.

The Successful Submitter's waiver request must contain the amount of relief being sought, evidence demonstrating why the relief is necessary, and any additional relevant information the Compliance Specialist should consider. The Successful Submitter shall include with the request all documentation of its attempts to subcontract with ACDBE or Small Business and any other action taken to locate and solicit a replacement ACDBE or Small Business.

If an ACDBE is not reevaluated or its ACDBE certification is removed during the course of the subcontract, the City will consider that all work performed by the ACDBE under the original contract will not count as ACDBE participation. No increased scopes of work negotiated after expiration or revocation of the ACDBE's certification may be counted. Likewise, any work performed under a Contract extension granted by the City may not be counted as ACDBE participation. During the reevaluation process described in 49 CFR § 26.111, a recipient is prohibited from counting ACDBE participation toward ACDBE goals. As a result, a prime contractor who terminates an ACDBE or a portion of ACDBE's work in compliance with the termination procedures in 49 CFR § 26.53(f) is not required to attempt to include additional ACDBE participation because the ACDBE goal provisions of the contract cannot be given effect under the IFR.

- C. **Substitutions**. If an ACDBE or SBE was approved by the City, but the firm subsequently loses its ACDBE or SBE status before execution of a contract, the Successful Submitter shall notify the Compliance Specialist in writing of the necessity to substitute an ACDBE or Small Business and provide specific reason(s) for substitution or replacement. Actual substitution or replacement of an ACDBE or Small Business may not occur before the Compliance Specialist's written approval has been obtained.

SECTION VI RECORDS & REPORTING REQUIREMENTS

- A. **Records**. During performance of the Contract, the Successful Proposer shall keep all records necessary to document ACDBE and Small Business participation. The Successful Proposer shall provide the records to the City within 72 hours of the City's request and at final completion of the Contract. The City will prescribe the form, manner, and content of reports. The required records include:
1. A complete listing of all Subcontractors and suppliers on the project;
 2. Each Subcontractor's and supplier's scope performed;
 3. The dollar value of all subcontracting work, services, and procurement;
 4. Copies of all executed Subcontracts, purchase orders, and invoices; and
 5. Copies of all payment documentation.
- B. **Reports**. The Successful Proposer shall be required to track and report all ACDBE, and/or small business participation that occurs as a result of a contract, procurements, purchase orders, subleases, JV, goods/services or other arrangements involving sub-tier participation. Such documentation is to be provided via HRC's electronic portal: <https://flydayton.gob2g.com/> per

monthly audit. HRC also requires Attachments A-1 and A-2 to be provided monthly to

- C. **JVs.** In instances where ACDBE or small business participation occurs as the result of a JV arrangement with a Proposer, the Successful Proposer is required to complete JV documentation and cooperate and participate in a review of the utilization of the JV participants at least once a year. The review will determine the percentage of participation that will be counted for ACDBE and small businesses, and the participation of ACDBE and small businesses to be reported to the Federal Aviation Administration each year of the contract.

Attachment A-1

NEGOTIATIONS WITH SMALL BUSINESS CONCERNS

Please check if it applicable

NO ACDBE/SBE Participation NO Outreach Performed

| Small Business Name & Information | Certification Type | Participation Opportunity | Solicitation Method | Selected for Participation (b) | Communication or Selected Decision |
|--|---|--|--|---|--|
| Name _____ Address _____ City, State, Zip _____ Phone _____ Email: _____ Age of Firm: _____ Annual Gross Receipts: _____ \$ _____ | <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> SWAM <input type="checkbox"/> OTHER | <input type="checkbox"/> JV/Sublease <input type="checkbox"/> Supplier of Goods & Services <input type="checkbox"/> Supplier of Services | <input type="checkbox"/> Advertisement <input type="checkbox"/> Business Outreach <input type="checkbox"/> Email <input type="checkbox"/> Other | <input type="checkbox"/> Selected <input type="checkbox"/> Not Selected Reason: _____ _____ _____ | Date: _____ Method of Communication: <input type="checkbox"/> Email <input type="checkbox"/> Phone Call <input type="checkbox"/> Other |
| Name _____ Address _____ City, State, Zip _____ Phone _____ Email: _____ Age of Firm: _____ Annual Gross Receipts: _____ \$ _____ | <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> SWAM <input type="checkbox"/> OTHER | <input type="checkbox"/> JV/Sublease <input type="checkbox"/> Supplier of Goods & Services <input type="checkbox"/> Supplier of Services | <input type="checkbox"/> Advertisement <input type="checkbox"/> Business Outreach <input type="checkbox"/> Email <input type="checkbox"/> Other | <input type="checkbox"/> Selected <input type="checkbox"/> Not Selected Reason: _____ _____ _____ | Date: _____ Method of Communication: <input type="checkbox"/> Email <input type="checkbox"/> Phone Call <input type="checkbox"/> Other |

I, _____, a duly authorized representative of _____, certify that the above information is true and correct.

Type or print name _____

Signature: _____ Date: _____ Page _____ of _____

Attachment A-2

The Bidder/Offeror shall submit the participation form and return it with its solicitation response. Please attach additional sheets if needed.

| Name of All Firms participating in the agreement | Federal Tax ID | Certification * | Point of contact (POC) Address & Phone number | Description of work: example Car wash NAICS Code: 811192 | Amount of contract or PO |
|--|----------------|--|---|---|--------------------------|
| | | <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> Other <input type="checkbox"/> Goods & Service provider <input type="checkbox"/> Broker | POC: Street Address: City, State, ZIP: | Description of Work: NAICS Codes: _____ _____ _____ | \$ _____ |
| | | <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> Other <input type="checkbox"/> Goods & Service provider <input type="checkbox"/> Broker | POC: Street Address: City, State, ZIP: | Description of Work: NAICS Codes: _____ _____ _____ | \$ _____ |

I, _____ a duly authorized representative of _____, certified that the above information is true and correct.

Signature: _____ Date: _____

2nd Reading

EMERGENCY MEASURE
1 Reading, 2 Separate Meetings
2 Readings at One Meeting

3

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)

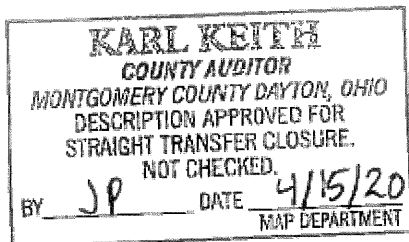


EXHIBIT 'A'

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:

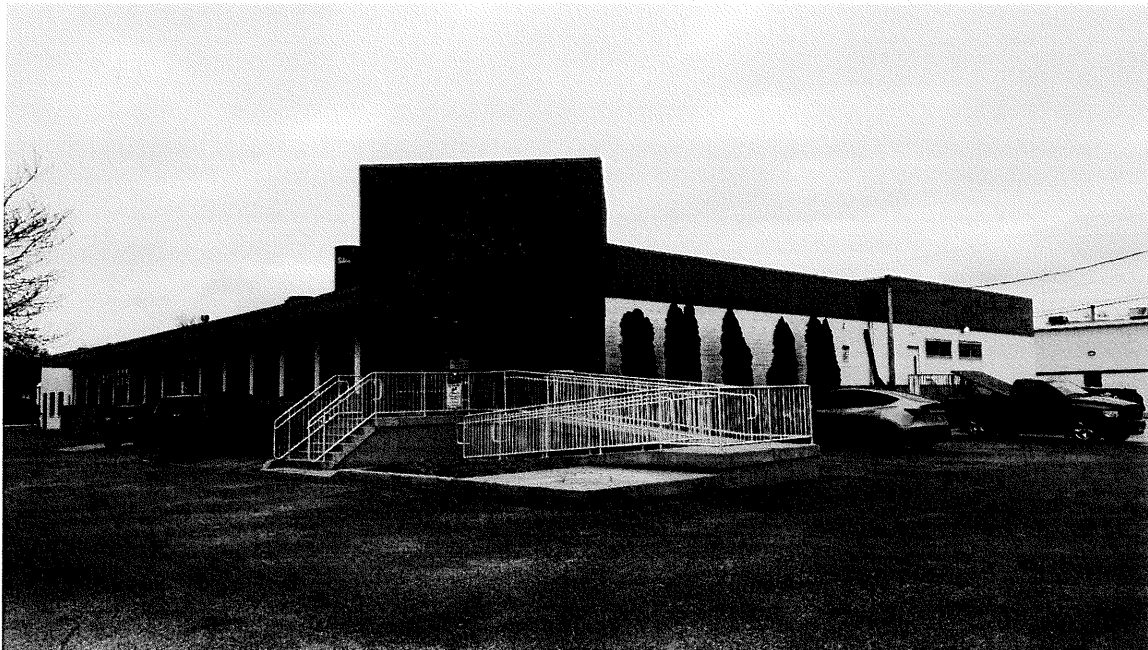
Charles Y. Kidwell, Jr.,
Dayton Children's Hospital
One Children's Plaza



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:



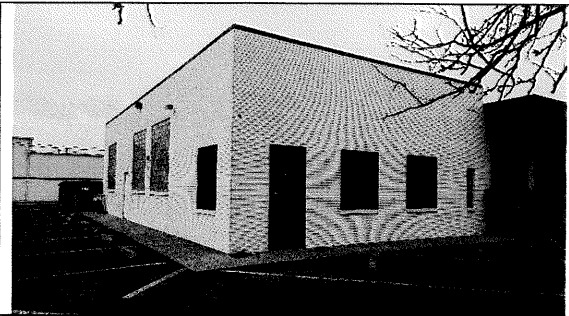
- 13.1. The metal copings are generally in good condition. The copings are secured via a cleat at the exterior side of the wall and exposed fasteners at the interior side of the wall. No deficiencies were noted.
14. Roof Monitor Walls:
 - 14.1. The exterior face walls of the penthouses and the mechanical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



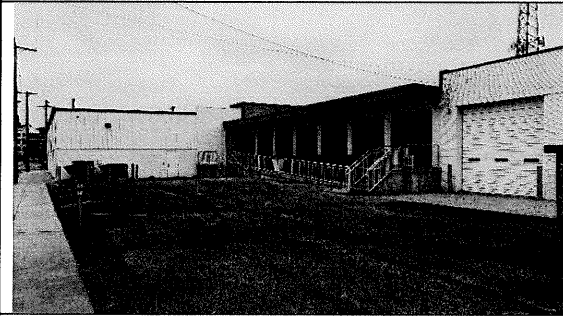
PHOTOGRAPHS



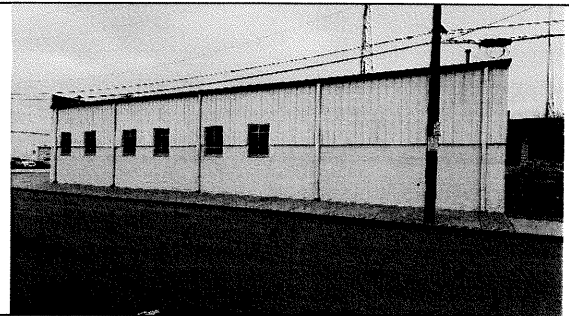
01 – North Elevation -



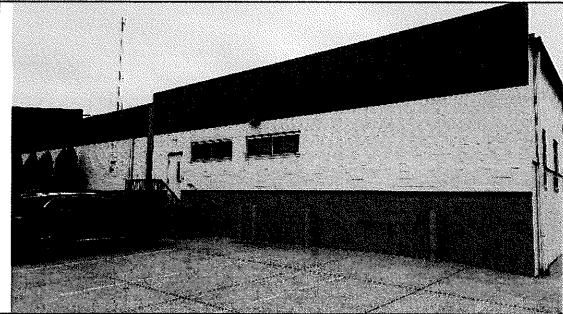
02 – East Warehouse – North Elevation -



03 – South Elevation -



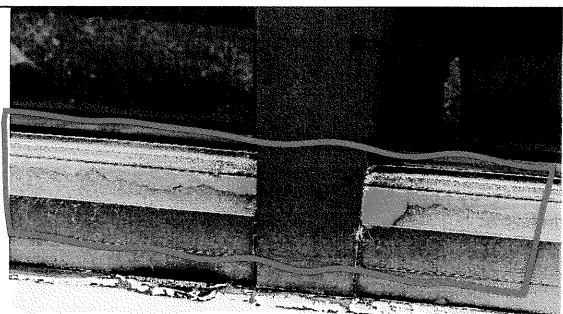
04 – South Elevation at south warehouse addition



05 – West Elevation at south warehouse addition



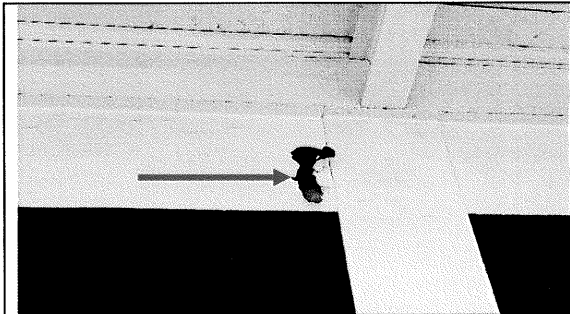
06 – Typical ribbed CMU at planters at base of original portion of the building



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



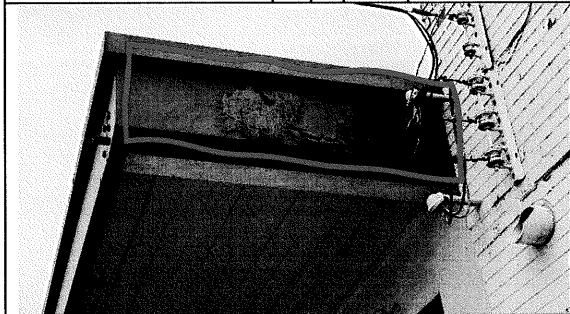
08 – aluminum storefront system – painted finishes are failing exposing the original colored anodized finish



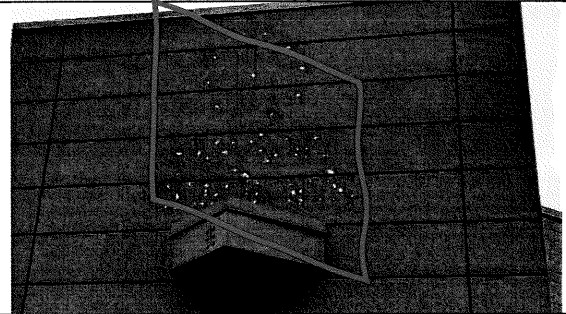
09 – Column / Beam wrap – prep and paint



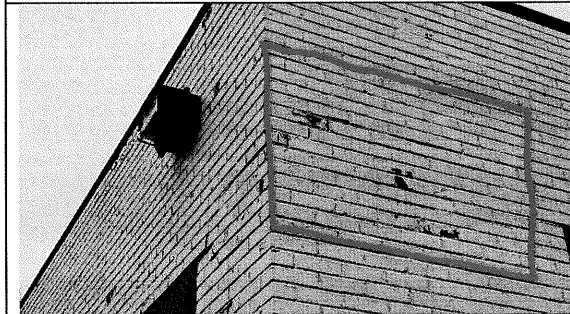
10 – Underside of roof canopy / overhang -



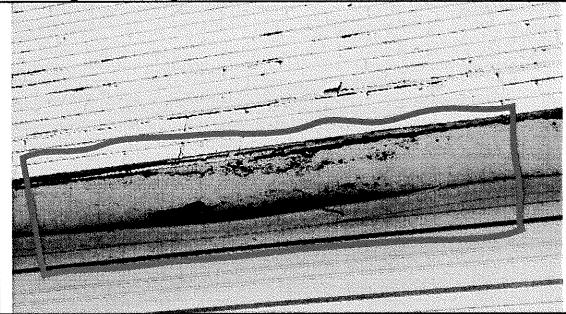
11 – Steel C-channel fascia at roof canopy / overhang is rusting in some locations



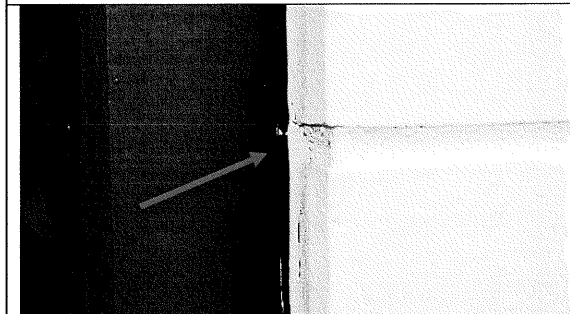
12 – EIFS finish at the northwest corner building entrance. EIFS finish is in average condition, note damage from sign removal.



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



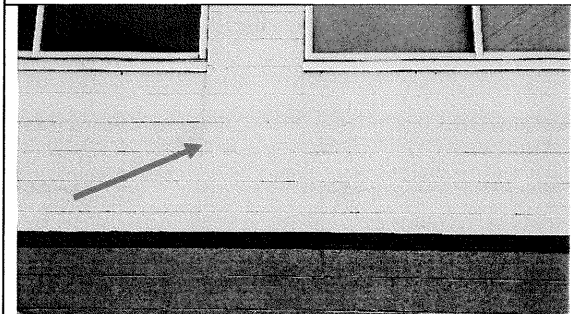
16 – Sealant failure at the perimeter of the glass block opening at the east warehouse



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



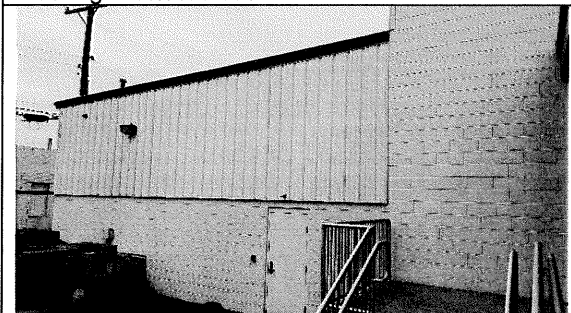
18 – existing CMU facades with vertical and stair step cracking in select areas



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



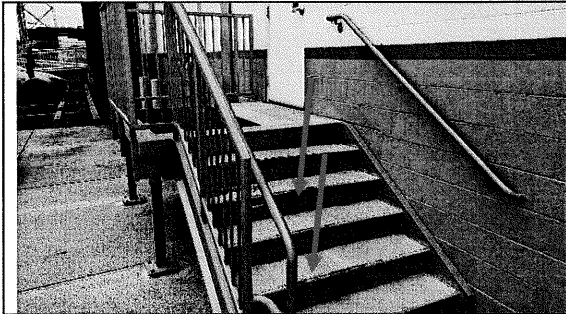
22 – Northwest Entrance – cracking and spalled concrete at landing, ramp, and steps.



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.



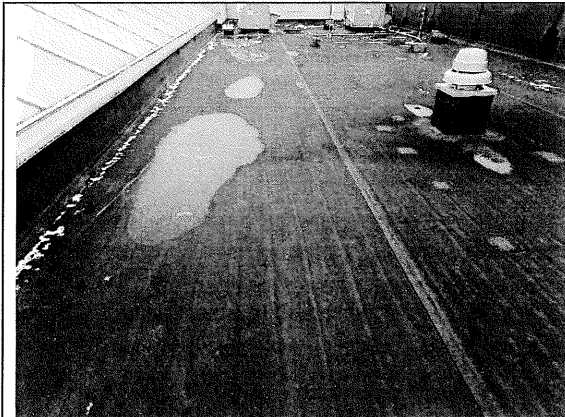
28 – Southeast Stair / Landing -



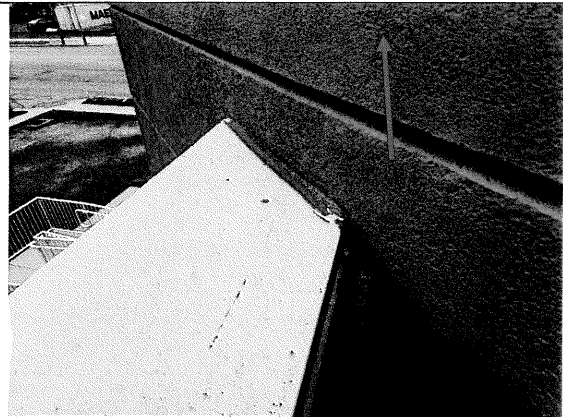
29 – Southeast Stair / Landing -



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.



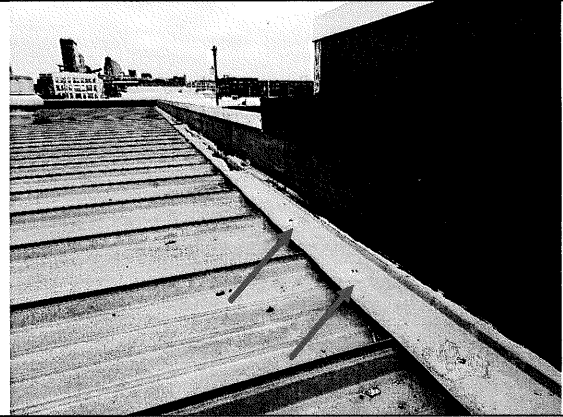
35 – EPDM roof system is soft [insulation is breaking down] between the end of the roof monitor and the skylight at the roof access door



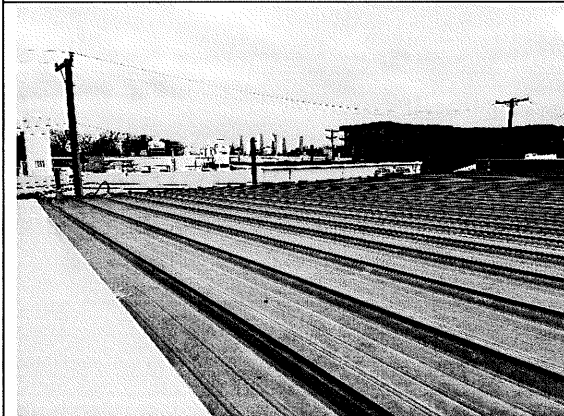
36 – Roof edge at the south side of the original building looking west



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



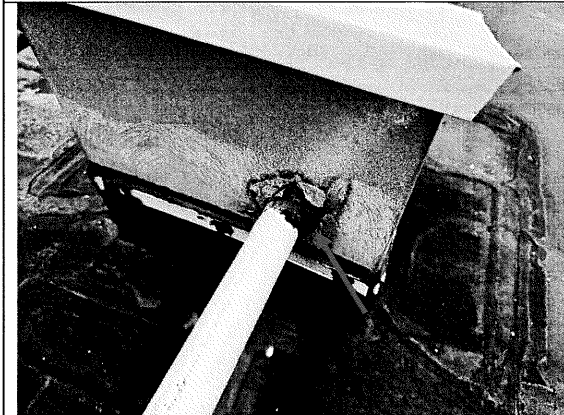
38 – head / high wall flashing at the south warehouse. Note the exposed fasteners at the flashing have been repaired. The flashing is exhibiting some rust.



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



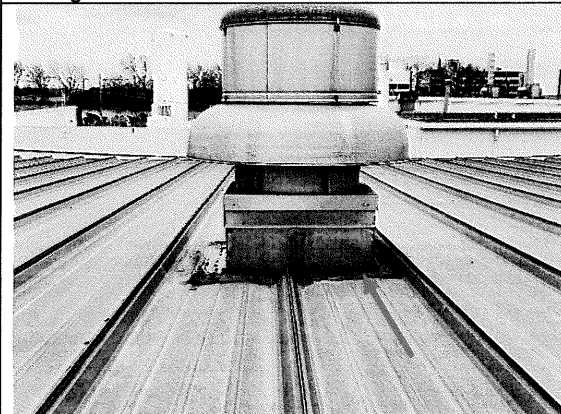
42 – East warehouse roof, note sloped to the west toward the original portion of the building



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.



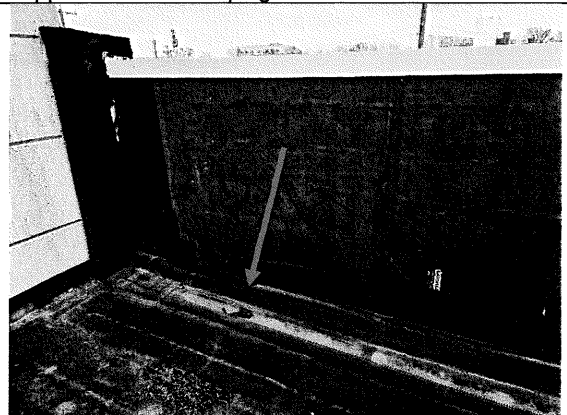
45 – Curb / flashing at the south warehouse roof. Has been previously repaired.



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

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

MEP SYSTEMS ASSESSMENT

JANUARY 2026

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.

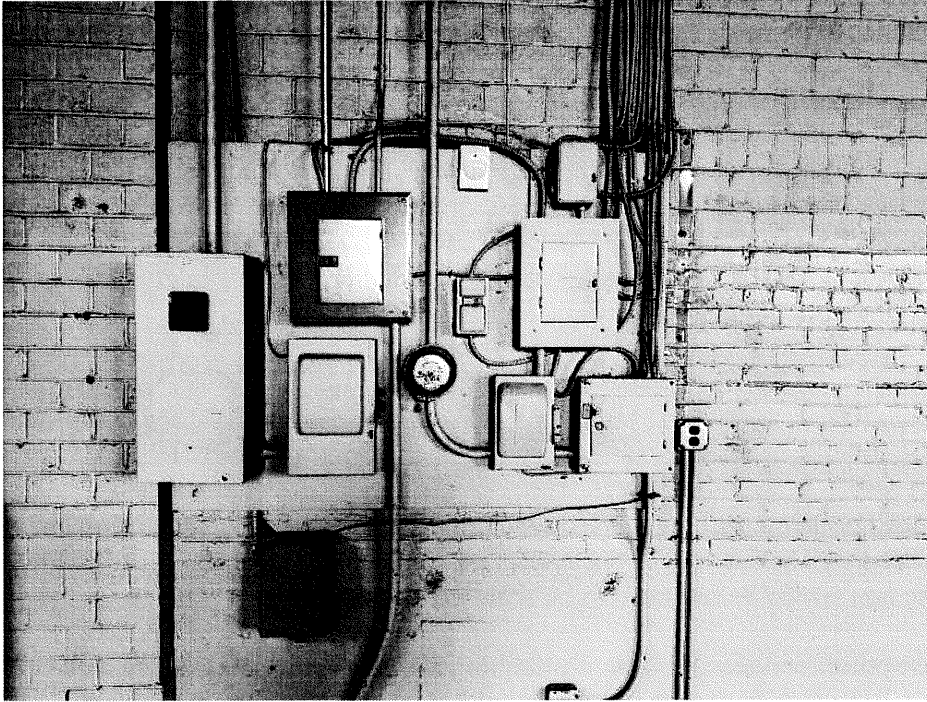
Summary

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.

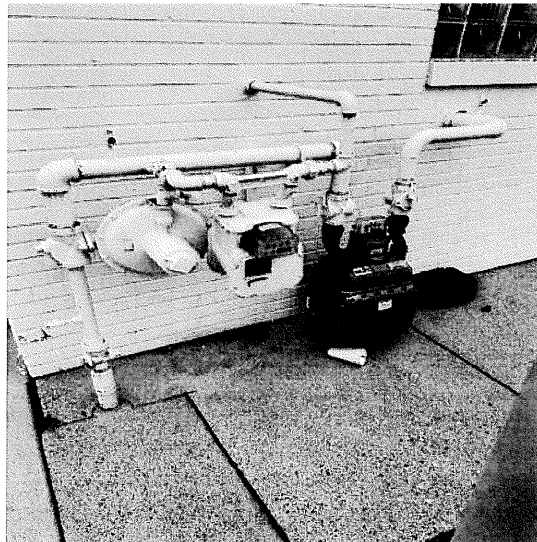
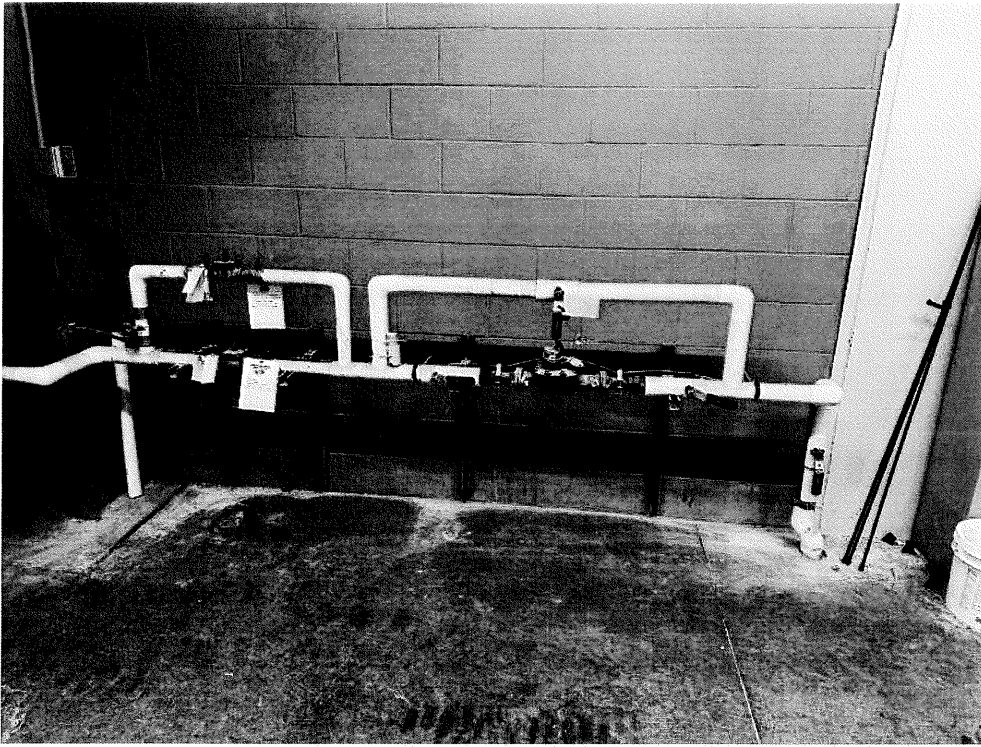
The single-phase power service and lack of plumbing utilities in the south office area could present challenges or limitations in the future but are not cause for immediate action.

The following pages are MEP systems photos:

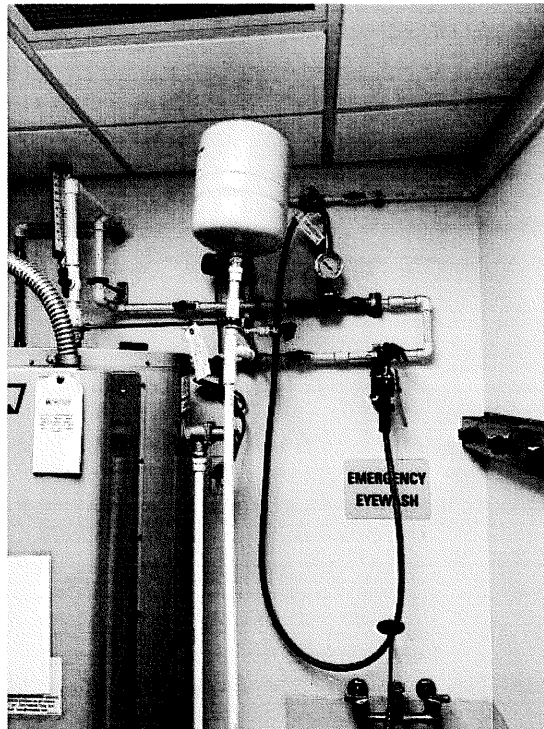
East Garage MEP Systems



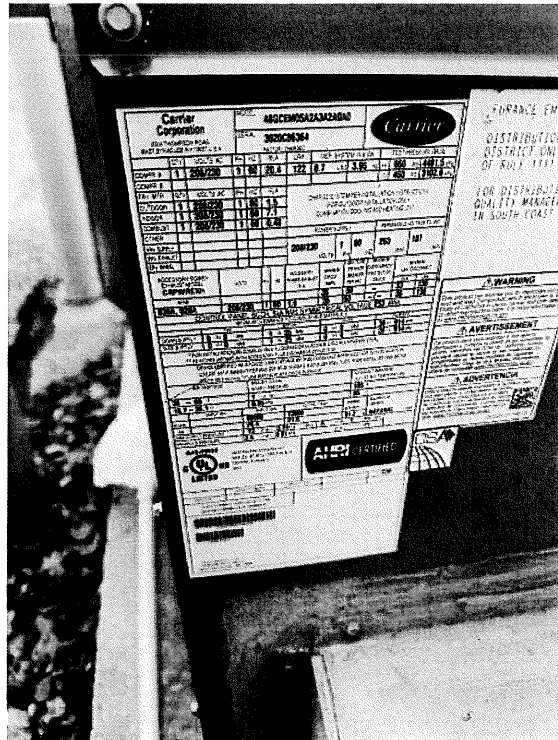
Water and Gas Services



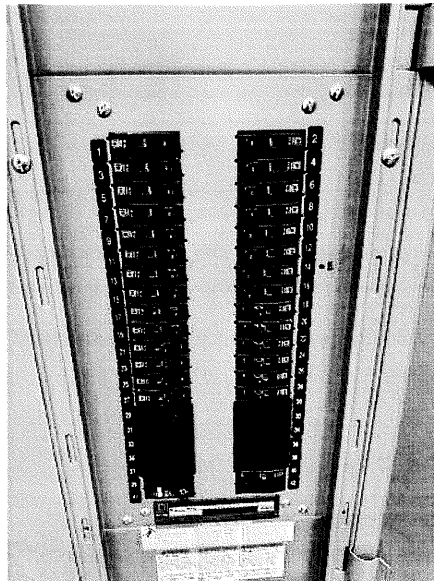
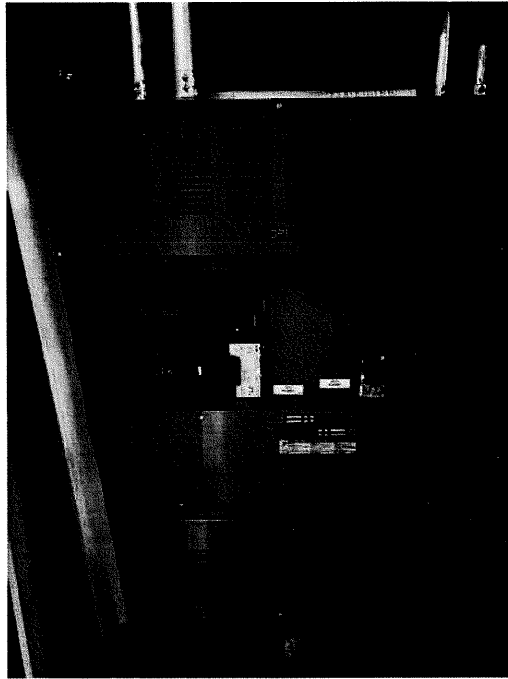
Water Heating



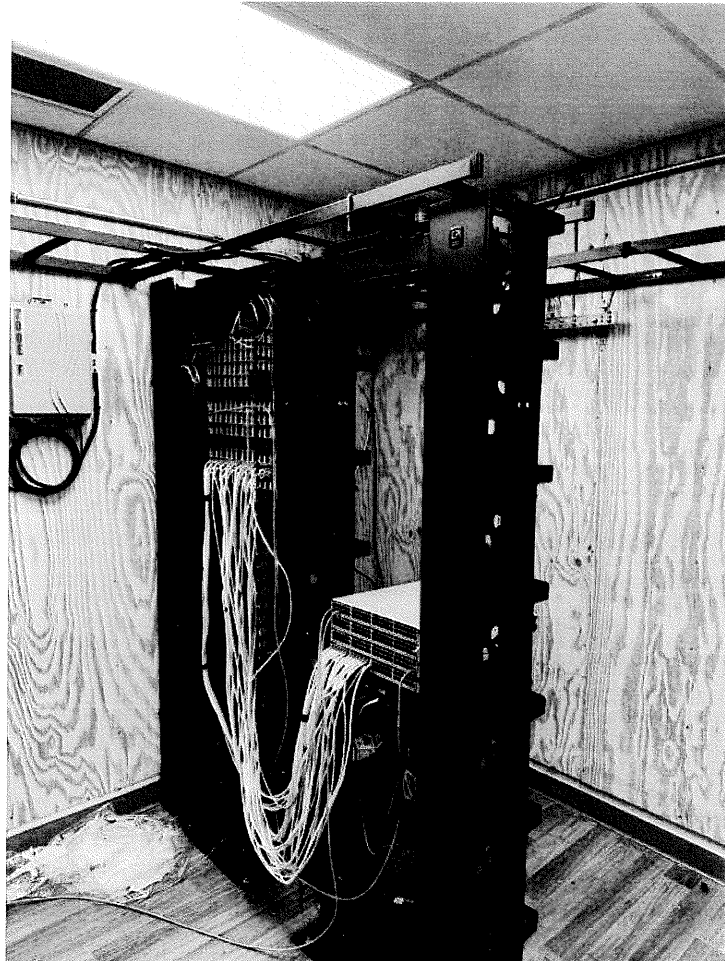
HVAC Equipment



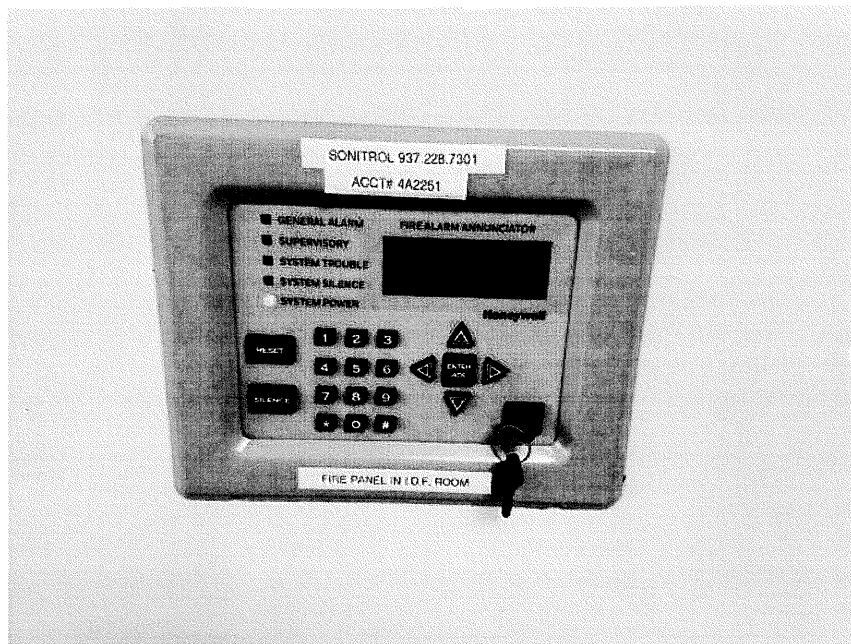
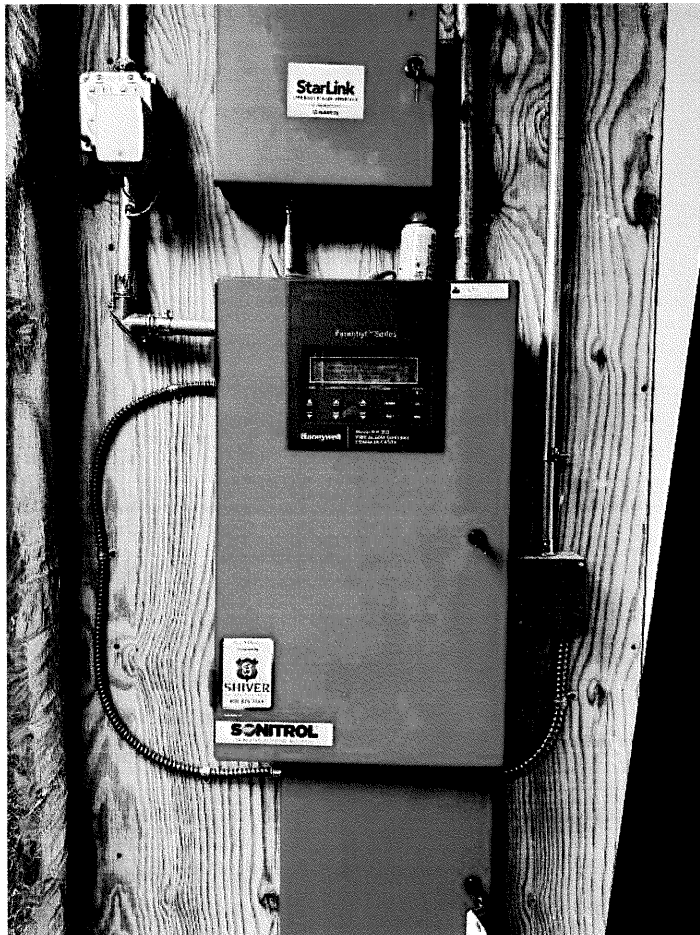
Electrical Panels



IT Room



Fire Alarm



1st Reading

4

BY

NO 32179-26

AN ORDINANCE

To Vacate the Alley South of Saint Charles Avenue from Twenty-Feet East of the Alley East of Bowen Street to Creighton Avenue.

WHEREAS, The City Commission did on the 7th day of January, 2026, by Resolution No. 6911-25, declare its intention to vacate the alley south of Saint Charles Avenue from twenty-feet east of the alley east of Bowen Street to Creighton Avenue; and

WHEREAS, The Board of Revision of Assessments, after a hearing regularly held for the purpose of consideration of objections to said proposed vacation, as provided by the Charter of the City of Dayton, has recommended to vacate the alley south of Saint Charles Avenue from twenty-feet east of the alley east of Bowen Street to Creighton Avenue; and

WHEREAS, The City Plan Board has approved said vacation; and

WHEREAS, The vacation of the vacate the alley south of Saint Charles Avenue from twenty-feet east of the alley east of Bowen Street to Creighton Avenue described herein will enable the abutting property owner to develop this property; and

WHEREAS, The Commission is satisfied that there is good cause for said vacation and that it will serve the public interest and welfare and should be made; now, therefore,

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

Section 1. That the alley south of Saint Charles Avenue from twenty-feet east of the alley east of Bowen Street to Creighton Avenue more particularly bounded and described in as follows:

Being all of the 20-foot alley south of Saint Charles Avenue from 20-feet east of the 20-foot alley east of Bowen Street to the 40-foot Creighton Avenue

is hereby vacated 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 Creighton 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.

- C. The City of Dayton Department of Water shall retain an easement over, under, and through the vacated area for its existing ten-inch sanitary sewer. With written consent from City of Dayton Department of Water these facilities may be relocated or abandoned at the expense of the applicant.

- D. A turnaround shall be constructed and dedicated on the northern end of the Alley East of Bowen Street. The turnaround shall be approved by the Division of Civil Engineering and to City of Dayton Standards. Alternatively, an alley may be dedicated connecting the Alley East of Bowen Street to Bowen Street or Creighton Avenue.

- E. No drainage shall be impounded on the remaining right of way of the Alley East of Bowen Street. The drainage plan shall be submitted to the Division of Civil Engineering for review and approval.

Passed by the Commission ,2026

Signed by the Mayor ,2026

Mayor of the City of Dayton, Ohio

Attest:

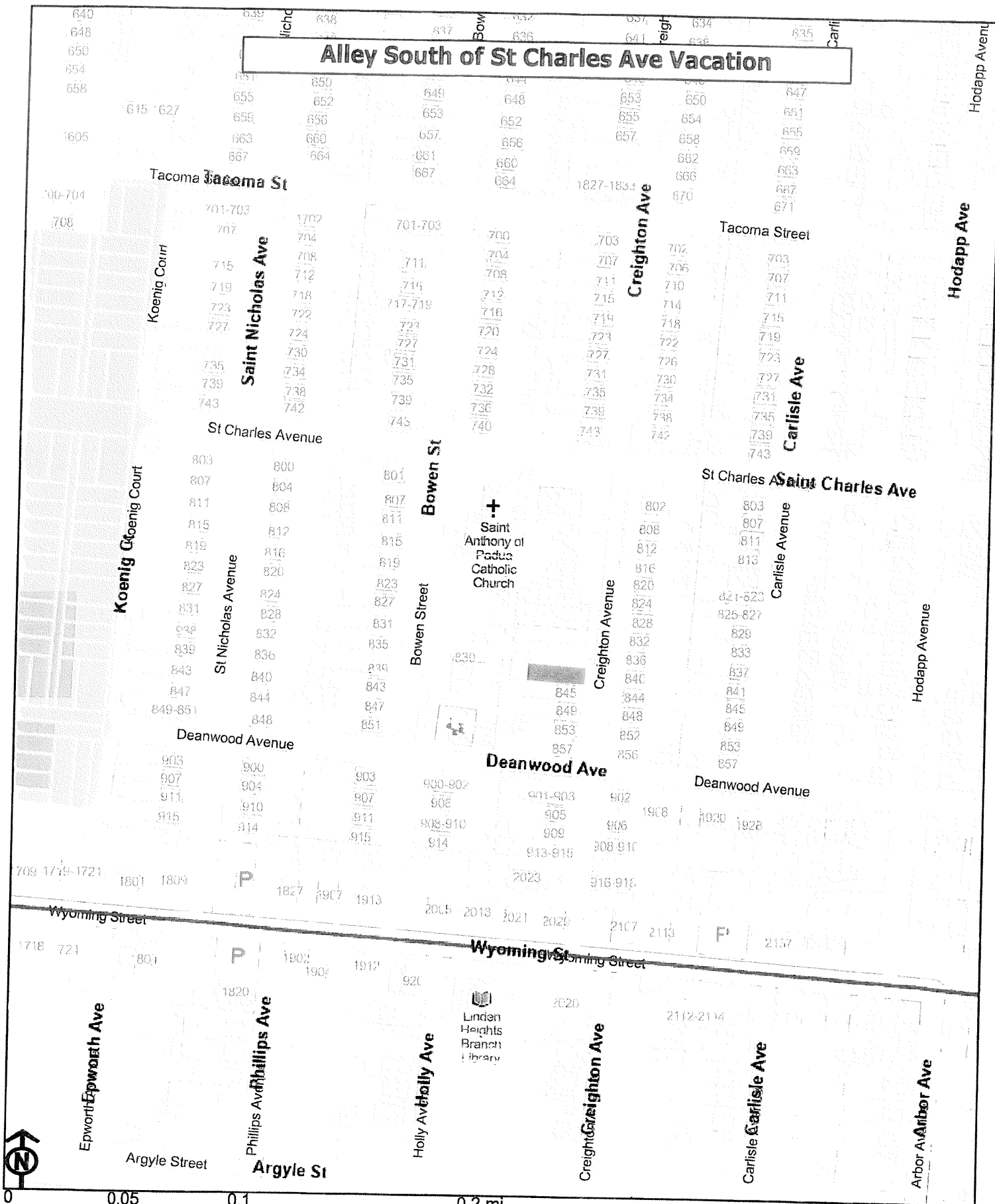
Clerk of the Commission

Approved as to form:



City Attorney

Alley South of St Charles Ave Vacation



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.



February 23, 2026

TO: Shelley Dickstein
City Manager

FROM: David Escobar, City Engineer
Division of Civil Engineering

Handwritten initials, possibly "DE", in blue ink.

SUBJECT: Vacation of The Alley South of Saint Charles Avenue
from Twenty-Foot East of the Alley East of Bowen
Street to Creighton Avenue.

Attached is the ordinance to vacate the subject property. Please present this legislation to the City Commission for their action at the March 4th and March 11th meetings.

A petition requesting the vacation was received from Heapy Solutions on September 25, 2025. Resolution No. 6911-25 declaring the Commission's intention to vacate was adopted on January 7, 2026. The Board of Revision of Assessments recommended the vacation on January 21, 2026. The vacation will enable the abutting property owner to develop this property.

If you have any additional questions, please contact Joe Weinel at extension 4218.

Attachments

cc: Mr. Ritchie
Department of Planning
Department of Law
Clerk of Commission
Secretary / Board of Revision of Assessments

1st Reading

By:

No: 6920-26

5

A RESOLUTION

Authorizing the City Manager, or Her Designee, to Apply for, Accept, and Execute a State and Tribal Assistance Grant Administered by the United States Environmental Protection Agency (US EPA) on Behalf of the City of Dayton for Upgrades to the Dayton Water Quality Laboratory project in the Amount Not to Exceed Four Million Dollars (\$4,000,000.00).

WHEREAS, The United States Congress appropriates resources for specifically named community water infrastructure projects identified as Community Grants (Congressionally Directed Spending and Community Project Funding Items) in Appropriations Acts.

WHEREAS, Community Grants funding is provided in the US EPA's State and Tribal Assistance Grants account for these drinking water, wastewater, stormwater infrastructure, and water quality protection Community Grants projects.

WHEREAS, These projects provide a valuable source of federal funding that will complement the resources Congress provided in the Bipartisan Infrastructure Law and the annual appropriations process; and

WHEREAS, The City of Dayton's Upgrades to the Dayton Water Quality Laboratory Project at Water Supply and Treatment Facility is a specifically named community water infrastructure project; and

WHEREAS, The City of Dayton intends to apply for the State and Tribal Assistance Grant for the Dayton Water Quality Laboratory Upgrade Project; and

WHEREAS, The US EPA requires an authorized representative to submit applications, to execute the agreements, to submit requests for disbursements, 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 State and Tribal Assistance Grants Administered by the US EPA on Behalf of the City of Dayton for the Dayton Water Quality Laboratory Upgrades Project.

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 17, 2026

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

FROM: Keshia Kinney, Director
Department of Water

Keshia
Kinney

Digitally signed by Keshia
Kinney
Date: 2026.02.17
09:48:52 -05'00'

SUBJECT: Community Grant Administered by the United State Environmental Protection Agency (US EPA) for the Water Quality Laboratory Expansion Project

The Department of Water request passage of a resolution granting the City Manager, or her designee, the authority to apply for, accept, and execute documents for a Community Grant Award administered by the US EPA for the Water Quality Laboratory Expansion project in the amount of \$4,000,000.00.

In 2023, the Water Department submitted the Water Quality Laboratory Expansion project through the Dayton Region Priority Development and Advocacy Committee (PDAC) process. This project was selected to be awarded a Community Grant through the Congressionally Directed Spending and Community Funded Project Funding in the Appropriations Act. There is no cost match for this funding opportunity.

We intend to use this grant to expand and renovate the City's Central Water Quality Laboratory. Currently, the laboratory analyzes more than 200 samples per day and supports organic, metals, wet chemistry, microbiology, bacteriology, and time quality analyses. Among the contaminants and bacteria for which the lab tests are per- and polyfluoroalkyl substances, also known as PFAS. The City's lab tests for PFAS monthly and was the first lab in the state to be certified by the Ohio EPA to detect PFAS. Since the laboratory was built in 1991, state and federal water quality regulations have grown significantly in quantity and complexity, requiring additional staff, equipment and facilities. As a result, the water quality testing needs exceed the current laboratory's capacity and the building's systems to meet the lab's needs.

Debra Kessler, Senior Financial Analyst at ext. 2050, is the authorized representative for our grant submission in Grants.gov. Liz Zelinski, Senior Engineer II, at ext. 6134, is the project manager for this US EPA grant. Please contact either one with any questions or concerns.

KK/dk

Attachments: Resolution

c: Mr. Parlette, Ms. Lofton, Mr. Zonin, Ms. Height, Ms. Meyer, Mr. Dailey, Ms. Zelinski, Ms. Kessler

1st Reading

By.....

No...6921-26.....

6

A RESOLUTION

Honorarily Naming Madison Street Between First Street and Third Street as "Amy C. Walbridge Way" For a Two-Year Period.

WHEREAS, An application has been made by Rebecca A. Gaytko to honorarily designate Madison Street between First Street and Third Street as "Amy C. Walbridge Way" for a two year period due to her enduring legacy of public service; and

WHEREAS, Amy Walbridge was a 30-year employee of the City of Dayton and tireless advocate for its places and people; and

WHEREAS, Amy Walbridge made significant and sustained contributions to the development of downtown Dayton and its surrounding community; and

WHEREAS, Madison Street is adjacent to several development projects that Amy Walbridge was key in bringing to downtown Dayton; and

WHEREAS, The City Commission adopted Resolution 5014-99 on July 28, 1999, which established the rules and procedures for the naming of public facilities and rights-of-way, and this proposal is consistent with the policy outlined in said resolution; and

WHEREAS, The City Plan Board, on January 13, 2026, reviewed the proposal, Case PLN2025-00387, and recommended approval of the two-year designation; now, therefore,

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

Section 1. That Madison Street between First Street and Third Street is honorarily designated as "Amy C. Walbridge Way" for a two-year period commencing thirty days after the adoption of this resolution.

Section 2. That the official name of Madison Street is unchanged.

Section 3. That the City Manager is directed to implement this resolution in a timely manner.

Adopted by the Commission....., 2026

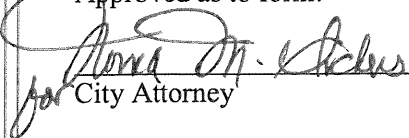
Signed by the Mayor....., 2026

Mayor of the City of Dayton, Ohio

Attest:

Clerk of the Commission

Approved as to form:



for City Attorney

MEMORANDUM



February 16, 2026

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

FROM: Steven C. Gondol, Director E-SIGNED by Emily Crow
on 2026-02-17 00:07:28 GMT
Department of Planning, Neighborhoods & Development

SUBJECT: Honorary Designation for Amy C. Walbridge Way

For your review and placement on the March 4, 2026, City Commission Calendar, The Department of Planning, Neighborhoods & Development is requesting approval of a two-year honorary designation of Madison Street as “Amy C. Walbridge Way.” Honorary designations are indicated by the installation of blue signs above or below the regular street name sign or as a pole sign. The First reading of the Resolution is scheduled for the March 4, 2026, City Commission meeting. A second reading and vote on the resolution is planned for the March 11, 2026, City Commission meeting. If approved on March 11, 2026, the effective date of the resolution will be April 10, 2026.

Amy Walbridge was a 30-year employee of the City of Dayton and tireless advocate for its places and people. Amy made significant and sustained contributions to the development of downtown Dayton and its surrounding community. Amy was particularly fond of the development along Madison Street, and staff believe that makes the street appropriate for a designation to honor this great public servant.

This application for honorary designation has received support and was approved by the City Plan Board on January 13, 2026. The Plan Board determined that the standards listed in Resolution Number 5014-99 can be met.

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

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

SCG/jh
Attachment

C: LaShea Lofton, Joe Parlette, Tony Kroeger

MEMORANDUM



February 16, 2026

TO: Regina Blackshear, Clerk of Commission

FROM: Jen Hanauer, Secretary *Tony Krueger*
City Plan Board
for

SUBJECT: Honorary Designation for Amy C. Walbridge Way

The Department of Planning, Neighborhoods & Development is requesting approval of a two-year honorary designation of Madison Street as "Amy C. Walbridge Way". The official/legal name of Madison Street will remain. The First reading of the Resolution is scheduled for the March 4, 2026, City Commission meeting. A second reading and vote on the resolution is planned for the March 11, 2026, City Commission meeting. If approved on March 11, 2026, the effective date of the resolution will be April 10, 2026.

Staff and Plan Board have found the designation to be appropriate. Amy C. Walbridge was a 30-year employee of the City of Dayton and tireless advocate for its places and people. Amy made significant and sustained contributions to the development of downtown Dayton and its surrounding community. Amy was particularly fond of the development along Madison Street, and staff believes that makes the street appropriate for a designation to honor this great public servant.

In compliance with the requirements of Resolution 5014-99 which governs honorary street designations, sufficient support was received from property owners abutting the proposed designation. The City of Dayton Engineer, the Public Works Department, and the Police and Fire Departments have no objections to the designation.

This application for honorary designation has received support and was approved by the City Plan Board on January 13, 2026. The Plan Board believes the request complies with the requirements outlined in Resolution 5014-99. No public hearing is required on the request. Although, the applicant will register to speak.

Enclosed for distribution to the City Commission is the Plan Board minute record, the Plan Board case report, correspondence received, and the resolution. If you have any questions, please contact Jen Hanauer at extension 2005. Thank you.

SCG/jh

c: Ms. Dickstein, Mr. Parlette, Ms. Lofton, Mr. Gondol, Ms. Jackson, Case File



City of Dayton

City Plan Board

Page 1

Summary Minute Record January 13, 2026

5. PLN2025-00387 – Honorary Designation – Amy C. Walbridge Way

Applicant: Rebecca A. Gaytko
Land Use Board: Downtown
Planning District: Webster Station
Decision: Recommended Approval

Staff Comments

Jen Hanauer presented the case, a proposed honorary designation for Amy C. Walbridge, a 30-year employee of the City of Dayton and tireless advocate for its places and people. The two-year Honorary Designation would establish Madison Street as “Amy C. Walbridge Way.” The planning district is Webster Station, which is in the Downtown land use area. The official name of Madison Street will remain.

Amy C. Walbridge received her Bachelor of Liberal Arts Degree in Organizational Communication from Wright State University and began working for the City of Dayton in 1995. Over the course of her 30-year career, served in many capacities, including housing as well as neighborhood, community, and economic development. The applicant chose two quotes to represent Amy’s inclusive approach to public service: “Remember, it is all about the people” and “Who else needs to know about this as it develops?” Amy worked on projects all around Dayton, including neighborhood improvement and block grant projects. She engaged with developers on concepts like revitalization and Complete Streets. She was key in implementing the Wright-Dunbar Village Urban Renewal Plan, which was recognized by the American Planning Association for successful economic development based on historic preservation. Development in greater downtown Dayton is closely associated with Amy, from the Arcade to the ballpark. Amy was particularly fond of the development along Madison Street, and staff believes that makes the street appropriate for a designation to honor this great public servant. Amy passed away in March of 2025. Staff believes that this honorary designation will help to bring some measure of peace and joy to those who knew Amy.

Ms. Schenking said that Amy had been a dear friend and believes this designation is deserved and appropriate. Ms. Schenking noted that the 2025 Levitt Pavilion season was dedicated to Amy.

Public Comments

The applicant, Becky Gaytko, spoke about Amy’s life and legacy. With her was Amy’s husband, Matt Walbridge, whom Ms. Gaytko wanted to have see that Amy had touched many lives.

Board Discussion

Mr. Scott added that he had known and worked with Amy for decades.

Ms. Miller shared that Amy is the one who got Simms development to do projects in Dayton.

The Board found that the application could be approved and endorsed based on the required standards in the allowing Resolution.

Board Action

A motion was made by Ms. Schenking and seconded by Mr. Sauer and carried to recommend approval of the proposal to give a two-year honorary designation (“Amy C. Walbridge Way”) to Madison Street because the proposal meets the requirements outlined in City Commission Resolution 5014-99.

| | | | |
|----------------------|-----|-------------------|-----|
| Mr. William Allen | Yes | Mr. Matt Sauer | Yes |
| Ms. Leslie Lovelace | Yes | Ms. Ann Schenking | Yes |
| Ms. Rosalyn Miller | Yes | Mr. Greg Scott | Yes |
| Ms. Geraldine Pegues | Yes | | |

Mr. Scott added that the case should not move forward to City Commission until Ms. Hanauer has the required number of signed petitions in hand.

Minutes approved by the City Plan Board on February 10, 2026.

Jen Hanauer, Secretary
City Plan Board



CITY OF DAYTON CITY PLAN BOARD

STAFF REPORT

| | | | |
|------------------|---|--------------------|------------------|
| Case # | PLN2025-00387 | Hearing Date | 01/13/26 |
| Address/Location | Madison Street | Parcel # | N/A |
| Subject | Request for Honorary Designation for Madison Street as "Amy C. Walbridge Way" | | |
| Owner | ROW | | |
| | Name | Address | City, State Zip |
| Applicant | Rebecca A. Gaytko | 19 Notre Dame Ave. | Dayton, OH 45404 |
| | Name | Address | City, State Zip |
| Type | Honorary Designation | | |

| | | | |
|-------------------|---------------|-----------------|-------------------|
| Planning District | Land Use Area | Existing Zoning | Existing Land Use |
| Webster Station | Downtown | UBD/PD-089 | ROW |

Historic District NA

Conformance with applicable City Plans and Policies
 Resolution 5014-99

Location Map

HONORARY DESIGNATION: MADISON STREET
AMY C. WALBRIDGE WAY

| | | | |
|--------------------|-------------|----------------|---------------------------------|
| Department Contact | Jen Hanauer | (937) 333-2005 | jennifer.hanauer@daytonohio.gov |
| | Name | Phone | Email |

STAFF RECOMMENDATION

Approve Approve with conditions Deny Continue

Comments
 Meets required evaluation criteria.

Future Actions:
 Honorary Designations go to City Commission for approval.

January 13, 2026

CITY PLAN BOARD REPORT

Case: PLN2025-00387

Establish an Honorary Designation for Madison Street from First Street to Third Street to be honorarily designated as "Amy C. Walbridge Way." This request seeks to honor Amy C. Walbridge, a 30-year employee of the City of Dayton and tireless advocate for its places and people.

Applicant:

Rebecca A. Gaytko
19 Notre Dame Ave.
Dayton, OH 45404

Land Use Board: Downtown

Neighborhood: Webster Station

Background: Amy C. Walbridge received her Bachelor of Liberal Arts Degree in Organizational Communication from Wright State University and began working for the City of Dayton in 1995. Over the course of her 30-year career, served in many capacities, including housing as well as neighborhood, community, and economic development. The applicant chose two quotes to represent Amy's inclusive approach to public service: "Remember, it is all about the people" and "Who else needs to know about this as it develops?" Amy worked on projects all around Dayton, including neighborhood improvement and block grant projects. She engaged with developers on concepts like revitalization and Complete Streets. She was key in implementing the Wright-Dunbar Village Urban Renewal Plan, which was recognized by the American Planning Association for successful economic development based on historic preservation. Development in greater downtown Dayton is closely associated with Amy, from the Arcade to the ballpark. Amy was particularly fond of the development along Madison Street, and staff believes that makes the street appropriate for a designation to honor this great public servant.

Amy passed away in March of 2025. Staff believes that this honorary designation will help to bring some measure of peace and joy to those who knew Amy.

Board Authority and Requirements:

According to the requirements of Resolution 5014-99, Amended Rules and Procedures for the Naming of Public Right of Way (and Public Facilities), the Plan Board shall review the request and make recommendation to the City Commission to approve the request or an alternate proposal.

Staff Analysis Regarding Determination and Findings:

Resolution 5014-99 details the process to be followed when bestowing an honorary designation on a public right-of-way. Staff believes the findings and determinations can be made and recommends that the Plan Board send the proposal on to City Commission with a recommendation for approval.

Agencies and Groups Contacted:

Abutting property owners and tenants
Downtown Land Use Board
City of Dayton Public Works
City of Dayton Police Department

City of Dayton Fire Department

Impacts and Comments:

There should be no negative impact by implementing the proposal. This is an honorary designation, not an official renaming of this portion of Madison Street. The honorary designation will be recognized by signs posted above the street signs. The Departments of Public Works, Fire, and Police have stated no objections to the designation.

Staff also notes that no objection to the request has been received from residents. Based on this information staff believes that the application will meet the intent of the requirement for 51 percent of abutting property owners to sign petitions of support. Per the Montgomery County Auditor’s Website, all property located along Madison Street are owned by either the 2ND STREET HOLDINGS LLC, 431 E 3RD LLC, BERNARDIN JOSEPH L ARCH OF CINN TRST, DAYTON CHY ACQUISITION II LLC, DAYTON CHY HOTEL II LLC, RRE CANNERY HOLDINGS LLC, SCHNURR DENNIS M TR, WALNUT AND WILSON LLC, or the City of Dayton.

Determinations and Findings:

Staff believes that the application meets the rules and guidelines set forth in Resolution Number 5014-99, and therefor recommends approval.

According to the resolution, honorary designations shall meet the following criteria:

- a. The designation shall be confined to the right-of-way within the vicinity of the home, business, or location associated with the person(s) or event.
It would perhaps be more difficult to find an area of the City of Dayton with which Amy was not associated, but yes, the development along Madison Street from the ballpark on First Street to the Cannery on Third Street is associated with Amy.
- b. The designation shall not be an Arterial as listed on the Official Thoroughfare Plan.
Madison Street is not an arterial.
- c. There shall be only one honorary designation per facility or right-of-way.
There is no current designation for Madison Street.
- d. An important community event, organization or well-known person(s) is a person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.
 - A person(s) who has made specific and sustained contributions to an organization located in or in proximity to the facility.**For the reasons stated in this report and in the submitted application, staff believes Amy C. Walbridge made significant, specific, and sustained contribution to not only development of downtown Dayton, but the surrounding community and to the City of Dayton overall.**
- e. The important community event, organization, or well-known person(s) shall be directly related to the public facility or the public right-of way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person(s) or community event. Preference shall be given to intersections and other limited locations.
The involvement of Amy in the development of Madison Street satisfies this requirement.

Alternatives:

1. Recommend approval of the proposal to give a two-year honorary designation because the proposal meets the requirements outlined in City Commission Resolution 5014-99.
2. Recommend an alternate proposal.
3. Recommend disapproval of the designation because the proposal does not meet the requirements outlined in City Commission Resolution 5014-99.

Future Actions:

Approval by the City Commission.

Attachments:

Application

Aerial map

Petitions from abutting property owners (staff will provide as they become available, the application will not proceed to City Commission without petitions from 51 percent of property owners)



Department of Planning,
Neighborhoods & Development

Planning Division

City Hall
101 W. Third Street
P.O. Box 22
Dayton, OH 45401
(937) 333-3670 / Fax (937) 333-4281
www.daytonohio.gov

PLAN BOARD

HONORARY DESIGNATION APPLICATION

Submission Date: 9/12/2025

Honoree(s): C. Amy Walbridge

Instructions

Complete this application and submit it along with the required fee and attachments to:
Department of Planning, Neighborhoods & Development
c/o Dayton Plan Board (6th Floor)
101 W. Third St.
Dayton, OH 45402

The designation must be endorsed by a member of the City Commission, the City Plan Board, or a Land Use board prior to the required pre-application meeting with Planning staff. The designation shall be confined to a facility or right-of-way within the vicinity of the home, business, or location associated with the honoree(s). The designation shall not be an Arterial as listed on the Official Thoroughfare Plan. There shall be only one designation per facility or right-of-way. Before pursuing an Honorary Designation, the applicant should consider the City's preferred methods of honoring groups and individuals, including donations to programs and projects; a proclamation; naming of neighborhood or community festivals; planting trees or other living memorials; placement of pieces of art, benches, and similar objects in public or private spaces; and community service awards of the Dayton volunteers program.

By signing below, you certify that the information contained in this application and all attachments is true and correct. Applications that are not complete or are illegible will be returned to the applicant and will not be scheduled for public hearing. Incomplete applications shall be a basis for denial. Submit all application materials by the 30-day deadline, and you will be placed on the agenda for the next available public hearing. Your application will be reviewed by Planning Staff in consultation with the City Commission Office. For more information and a complete list of deadlines, visit www.daytonohio.gov/952/Plan-Board-Process. If you have questions or would like to schedule a pre-application interview, please call Plan Board Secretary Jennifer Hanauer at (937) 333-2005.

Applicant (Contact Person) Information

Full Name: Rebecca A. (Becky) Gaytko

Address: 19 Notre Dame Ave
Street Address Apartment/Unit #

Dayton, OH 45404
City State ZIP Code

Phone: 937-271-4613 Email: rgaytko@gmail.com

Signature: Rebecca A. Gaytko Date: 9/18/2025

Description of Designation

Proposed Facility or Right-of-way for Designation: _____

Length of Time the Designation Shall Be in Effect: 2 years

Summarize the reasons for the designation*

see attached

Submission Checklist

All materials submitted as part of this application and presented at the public hearing must be retained as part of the public record and cannot be returned. Applicants are encouraged to keep a copy of all items for their records.

- Becky* - Completed and Signed Designation Application
- Jen* - Map Specifying Location of Designation
- Jen* - Petition Supporting the Designation Signed by 51 Percent of Abutting Property Owners
- Copy of Letter from Land Use Board(s)
- Copy of Letter from Neighborhood Association(s)
- Becky* - Additional Materials as Needed (e.g. letters of support, photos, etc.) *Chris Fines wife Marica pres. @ Service*
- Becky* - Designation Application Fee: \$500 (check or money order payable to City of Dayton)

*Should you require extra pages to provide an adequate description, please attach them to this document.