

Notice of Meeting

CITY COUNCIL WORK SESSION

Tuesday, August 20, 2019

*at or about 6:00 p.m.
in the Council Chambers*

**Huber Heights Mayor Jeff Gore has scheduled a
City Council Work Session to discuss:**

- City Manager Report
- 2020 U.S. Census Bureau Presentation – Complete Count Census Committee
- Huber Heights Veterans Memorial
- Traffic Marking – State Route 235 – Solicit Bids/Award Contract
- Water Line Assessment – Bicentennial Barn – 8120 Bellefontaine Road
- Supplemental Appropriations
- Investment Policy Update
- Right Of Way Permits – City Code Amendment
- Brandt Pike/Chambersburg Road Mast Arm Installation Project – Award Contract
- Montgomery County Intermunicipal Waste Services Agreement
- Municipal Court Building Lease Renewal
- Planning Commission Vacancy
- National League of Cities Programs/Services Update



Distributed – August 15, 2019

For more information, visit www.hhoh.org



CITY OF HUBER HEIGHTS STATE OF OHIO

City Council Work Session

August 20, 2019

6:00 P.M.

City Hall – 6131 Taylorsville Road – Council Chambers

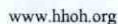
1. **Call Meeting To Order/Roll Call:**
2. **Approval of Minutes:**
 - A. August 5, 2019
3. **Work Session Topics of Discussion:**
 - A. City Manager Report
 - B. 2020 U.S. Census Bureau Presentation - Complete Count Census Committee
 - C. Huber Heights Veterans Memorial
 - D. Traffic Marking - State Route 235 - Solicit Bids/Award Contract
 - E. Water Line Assessment - Bicentennial Barn - 8120 Bellefontaine Road
 - F. Supplemental Appropriations
 - G. Investment Policy Update
 - H. Right Of Way Permits - City Code Amendment
 - I. Brandt Pike/Chambersburg Road Mast Arm Installation - Award Contract
 - J. Montgomery County Intermunicipal Waste Services Agreement

K. Municipal Court Building Lease Renewal

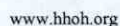
L. Planning Commission Vacancy

M. National League of Cities Programs/Services Update

4. **Adjournment:**



NAME	ORGANIZATION	PHONE NUMBER
Anthony C. Rius	CLERK OF COUNCIL	237-5832
Math Stakey	attorney	223-1130
Rob Schummen	CITY MGR	737-5677
Richard Shaw	Council	829-1209
Sett Morgan	Council	233-4423
Mark Campbell	Council	233-1423
NANCY BERGE	COUNCIL	716-2779
Jeff Hare	MAYOR	672-7272
Don Isom	Council	554-6772
Ed Lyons	City Council	233-1423
Andy Hill	City Council	581-4242
DON WEBB	CITY COUNCIL WARD 2	4785231



NAME	ORGANIZATION	PHONE NUMBER
Caroleen Freeman	resident	937-233-7140
Nelson, Nelson	Chamber	233 5700
Michelle Dawkins	resident	304-7275
Scott Falkowski	CITY	237-5821
J. Atwater	US Census	
Russ BERGMAN	CITY	237-5816
Andi Otto	Res	830-6442
Jim Bell	City	5826

**CITY OF HUBER HEIGHTS
STATE OF OHIO**

Council Work Session Meeting Minutes

Name of Body: Council Work Session

Date: August 20, 2019

Time: 6:00 P.M.

Place: City Hall – 6131 Taylorsville Road – Council Chambers

1. **Members Present:**

Nancy Byrge, Councilmember
Mark Campbell, Councilmember
Andy Hill, Councilmember
Ed Lyons, Councilmember
Seth Morgan, Councilmember
Glenn Otto, Councilmember
Richard Shaw, Councilmember
Don Webb, Councilmember
Jeff Gore, Mayor

2. **Guests Present:**

City Staff Present: See Sign-In Sheets (see attached) and Anthony Rodgers.

Guests Present: See Sign-In Sheets (see attached).

3. **Approval of Minutes**

The following minutes were approved unanimously at the beginning of this meeting:

- August 5, 2019

There were no changes or corrections to these minutes as submitted. This Council Work Session was recorded by the City and the recording of this meeting will be posted to the City's website and will also be maintained by the City consistent with the City's records retention schedule.

4. **Topics of Discussion:**

- City Manager Report
- 2020 U.S. Census Bureau Presentation – Complete Count Census Committee
- Huber Heights Veterans Memorial
- Traffic Marking – State Route 235 – Solicit Bids/Award Contract
- Water Line Assessment – Bicentennial Barn – 8120 Bellefontaine Road
- Supplemental Appropriations
- Investment Policy Update
- Right Of Way Permits – City Code Amendment
- Brandt Pike/Chambersburg Road Mast Arm Installation Project – Award Contract
- Montgomery County Intermunicipal Waste Services Agreement
- Municipal Court Building Lease Renewal
- Planning Commission Vacancy
- National League of Cities Programs/Services Update

5. **Recommendations / Actions:**

Mayor Jeff Gore convened the Council Work Session at 6:06 P.M. The meeting started late due to technical difficulties with the audio/visual equipment in the Council Chambers.

Anthony Rodgers took Roll Call.

City Manager Report

Rob Schommer provided an update on the Water Softening Project. He said the contractor has begun the initial construction phases of the project. He said the water pressure has been raised to within a few psi of the target water pressure as part of the North Zone Water Pressure Project. He said he expects this project to be completed within the next two weeks. Rob Schommer provided an update on the use of the Humanitarian Relief Fund. He said funds had been disbursed to Montgomery County Emergency Services to purchase generators for residents and to Harrison Township to support a stand up kitchen. He said City Staff have not been actively involved in debriefings on the disaster, but there has been significant outreach among local communities' relationships. He said local governments were able to be more responsive quickly than other top down services.

2020 U.S. Census Bureau Presentation – Complete Count Census Committee

Rob Schommer distributed information and proposed legislation to create a 2020 Complete Count Census Committee (see attached).

Janice Holland-Atwater, Partnership Specialist, with the U.S. Census Bureau gave a PowerPoint presentation on the 2020 Census (see attached).

After discussion, the City Council agreed to recommend approval of the proposed legislation to create a 2020 Complete Count Census Committee and requested that the proposed legislation be placed on the agenda at the August 26, 2019 City Council Meeting for a first reading as non-emergency legislation and adoption of the legislation at the August 26, 2019 City Council Meeting.

Huber Heights Veterans Memorial

Rob Schommer distributed information and proposed legislation to approve a Huber Heights Veterans Memorial at Thomas Cloud Park (see attached). He said the Military and Veterans Commission had formed a subcommittee for establishing a Huber Heights Veterans Memorial which has recommended that a Huber Heights Veterans Memorial be approved at Thomas Cloud Park to the City Council. He said the proposed legislation was considered by the City Council at the August 12, 2019 City Council Meeting but the legislation was voted down due to disagreements over the location of the memorial. He said this item had been brought back to the Council Work Session for further discussion.

Albert Griggs and Jeffrey Johnson from the Military and Veterans Commission spoke in favor of placing the Huber Heights Veterans Memorial at Thomas Cloud Park as recommended by the Military and Veterans Commission.

Nancy Byrge gave a PowerPoint presentation on the existing veterans memorial at Delco Park in Kettering, Ohio (see attached).

There was a lengthy discussion on the location for the Huber Heights Veterans Memorial. The City Council was in agreement about approving a Huber Heights Veterans Memorial, but there were varying opinions expressed about the location for the memorial. The City Council also discussed the process for reconsideration of the proposed legislation should the City Council want to reconsider the resolution at the August 26, 2019 City Council Meeting.

Seth Morgan said, as someone who had voted against the resolution, he would be willing to make a motion to reconsider the legislation at the August 26, 2019 City Council Meeting. He said he wanted the City to look more broadly for a location for the Huber Heights Veterans Memorial beyond just the City parks. He suggested allowing sixty to ninety days to explore other possible locations before committing to Thomas Cloud Park.

After discussion, the City Council agreed to recommend the reconsideration of the proposed legislation to approve a Huber Heights Veterans Memorial at Thomas Cloud Park and requested that the

necessary motion for reconsideration of the legislation be prepared and placed on the agenda at the August 26, 2019 City Council Meeting for consideration by City Council.

Traffic Marking – State Route 235 – Solicit Bids/Award Contract

Mike Gray distributed information and proposed legislation to solicit bids and award a contract for traffic marking striping of State Route 235 (see attached). He said had prepared an amended version of the legislation for consideration by the City Council (see attached). He said the Public Works Division requests authorization to solicit bids and award a contract for traffic marking services on State Route 235.

After discussion, the City Council agreed to recommend approval of the amended proposed legislation to solicit bids and award a contract for traffic marking striping of State Route 235 and requested that the amended proposed legislation be placed on the agenda at the August 26, 2019 City Council Meeting for a first reading as non-emergency legislation and adoption of the legislation at the August 26, 2019 City Council Meeting.

Water Line Assessment – Bicentennial Barn – 8120 Bellefontaine Road

Scott Falkowski distributed information and a draft development agreement to approve a water line assessment for the Bicentennial Barn located at 8120 Bellefontaine Road (see attached). He said Bicentennial Barn, LLC has requested that the City provide funding for a portion of the costs of constructing the water main extension along Bellefontaine Road from Center Point 70 Boulevard through the use of special assessments in the amount of \$87,160.00. He said that the City Council had requested the draft development agreement at the last Council Work Session.

There was a lengthy discussion on the proposed water line assessments and about how to best protect the City to ensure that the assessments would be fully paid. The draft development agreement with Bicentennial Barn, LLC to construct the water line and requiring Bicentennial Barn, LLC to provide a bond or letter of credit for the assessments was also discussed.

After discussion, the City Council agreed to recommend that City Staff bring back this item for further discussion at the next Council Work Session.

Supplemental Appropriations

Jim Bell distributed information and proposed legislation related to 2019 supplemental appropriations (see attached). He reviewed the one item on the supplemental appropriations legislation related to the Mast Arm Installation Project at Brandt Pike and Chambersburg Road.

After discussion, the City Council agreed to recommend approval of the proposed legislation to approve the 2019 supplemental appropriations and requested that the proposed legislation be placed on the agenda at the August 26, 2019 City Council Meeting for a first reading as non-emergency legislation with a second reading of the legislation and adoption of the legislation at the September 9, 2019 City Council Meeting.

Investment Policy Update

Jim Bell distributed information and proposed legislation to update the City's investment policy (see attached). He said each municipality in Ohio is required by Ohio Revised Code (ORC) Chapter 135 to adopt an investment policy and file this policy with the Office of the Auditor of State. He said it is the recommendation of City Staff to update the City's investment policy to reflect changes to ORC Chapter 135 and allow for all permissible investment options authorized by the State of Ohio. He said updating the City's investment policy was one of the goals for the Finance Department in the 2018 Strategic Plan.

After discussion, the City Council agreed to recommend approval of the proposed legislation to update the City's investment policy and requested that the proposed legislation be placed on the agenda at the August 26, 2019 City Council Meeting for a first reading as non-emergency legislation and adoption of the legislation at the August 26, 2019 City Council Meeting.

Right Of Way Permits – City Code Amendment

Russ Bergman distributed information and proposed legislation to amend Section 903.02 of the Huber Heights City Code requiring a penalty (fine) to anyone who does not get a right of way permit before starting or doing work within the City's dedicated right of way (see attached). He said this legislation is to adopt a proposed revision to Section 903.02 of the Huber Heights City Code requiring a penalty (fine) to anyone who does not get a right of way permit before starting or doing work within the City's dedicated right of way. He said revisions to the proposed legislation had been made by the Law Director since the last Council Work Session concerning the penalty amount and the actions that would be taken when a permit is not obtained as required.

After discussion, the City Council agreed to recommend approval of the proposed legislation to amend Section 903.02 of the Huber Heights City Code requiring a penalty (fine) to anyone who does not get a right of way permit before starting or doing work within the City's dedicated right of way and requested that the proposed legislation be placed on the agenda at the August 26, 2019 City Council Meeting for a first reading as non-emergency legislation with a second reading of the legislation and adoption of the legislation at the September 9, 2019 City Council Meeting.

Brandt Pike/Chambersburg Road Mast Arm Installation Project – Award Contract

Russ Bergman distributed information and proposed legislation to increase the not to exceed amount and award a contract for the Brandt Pike/Chambersburg Road Mast Arm Installation Project (see attached). He said this legislation will authorize the City Manager to enter into a contract with Bansal Construction, Inc. as the lowest and best bidder for the installation of mast arm traffic signals at the Brandt Pike and Chambersburg Road intersection at a cost not to exceed \$475,000.

After discussion, the City Council agreed to recommend approval of the proposed legislation to increase the not to exceed amount and award a contract for the Brandt Pike/Chambersburg Road Mast Arm Installation Project and requested that the proposed legislation be placed on the agenda at the August 26, 2019 City Council Meeting for a first reading as

non-emergency legislation and adoption of the legislation at the August 26, 2019 City Council Meeting.

Montgomery County Intermunicipal Waste Services Agreement

Rob Schommer distributed information and proposed legislation to approve the Montgomery County Intermunicipal Waste Services Agreement (see attached). He said this legislation authorizes the City Manager to enter into the Intermunicipal Waste Services Agreement, as proposed by the Solid Waste Management Policy Committee for waste services. He said Gerald McDonald had amended the agreement by adding Article XVII to address the portion of Huber Heights that is in Miami County.

After discussion, the City Council agreed to recommend approval of the proposed legislation to approve the Montgomery County Intermunicipal Waste Services Agreement and requested that the proposed legislation be placed on the agenda at the August 26, 2019 City Council Meeting for a first reading as non-emergency legislation and adoption of the legislation at the August 26, 2019 City Council Meeting.

Municipal Court Building Lease Renewal

Rob Schommer distributed information regarding the Municipal Court Building lease renewal (see attached). He said Montgomery County is seeking a short-term lease renewal for the Municipal Court Building owned by the City. He said discussions between the City and Montgomery County have been ongoing on this issue.

After discussion, the City Council agreed to recommend that City Staff bring back this item for further discussion at the next Council Work Session.

Planning Commission Vacancy

Anthony Rodgers distributed information regarding a vacancy on the Planning Commission (see attached). He said Ronald Williams had resigned from the Planning Commission on August 12, 2019 due to a change in jobs. He asked how the City Council would like to proceed in establishing a process for filling the Planning Commission vacancy.

After discussion, the City Council agreed to recommend that the Clerk of Council distribute a posting for applications for the Planning Commission vacancy through August 30, 2019. The City Council also requested that the Clerk of Council notify the unselected applicants from the most recent Planning Commission interview process of the opportunity to reapply for reconsideration for appointment to the Planning Commission vacancy.

National League of Cities Programs/Services Update

Richard Shaw distributed information regarding an update on programs and services through the City's participation with the National League of Cities (NLC) (see attached). He highlighted the following NLC programs/services:

- NLC Prescription Discount Program
- NLC Community Showcase Video Program
- NLC Grant Access Program
- NLC Service Line Warranty Program
- NLC Love My City Campaign

Executive Session – Purchase or Sale of Property

Nancy Byrge made a motion to go into Executive Session to discuss the purchase or sale of property at 8:55 P.M. Richard Shaw seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mr. Hill, Mr. Webb, Mr. Shaw, and Mr. Morgan voted yea; none voted nay. The motion passed 8-0. The committee went into Executive Session at 8:55 P.M.

The Council Work Session adjourned from Executive Session at 10:03 P.M.

No other actions were taken or decisions made following the Executive Session by the Council Work Session.

Other Business

There was no other business conducted at the Council Work Session.

7. **Adjournment**

Mayor Jeff Gore adjourned the Council Work Session at 10:03 P.M.

AI-6501

Topics of Discussion B.

Council Work Session

Meeting Date: 08/20/2019

2020 U.S. Census Bureau Presentation - Complete Count Census Committee

Submitted By: Rob Schommer

Department: City Manager

Council Committee Review?: None **Date(s) of Committee Review:** 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

2020 U.S. Census Bureau Presentation - Complete Count Census Committee

Purpose and Background

With the 2020 Census right around the corner, it is important the community does its job to ensure the most accurate and complete count of Huber Heights residents is conducted. There are many important objectives of the Census, a couple of which include:

- An accurate census is essential for the allocation of representatives to serve in the legislative bodies of the U.S. House of Representatives, the Ohio State Legislature, and within the City of Huber Heights and Montgomery County voting districts
- Accurate age, population and other ethnic and demographic information gathered every ten years within the census information is critical for the correct apportionment of certain federal funds for health, education, transportation, child and elder care, emergency preparation and response
- Accurate census information is critical to planning for future growth, development, and the social needs of the community

A Complete Count Committee (CCC) is a volunteer group that state and local governments and/or community leaders establish to increase awareness about the Census and motivate residents to respond to the census questionnaire.

CCC's will play a key role in ensuring the 2020 Census counts everyone. Residents are more likely to take part in the census count if they learn and understand the importance of it and the process for getting counted.

There are some key changes to the process for the 2020 Census. For instance, the Internet will be the primary response option for the first time. While a paper form will still be available, individuals will be able to complete the 2020 Census form online, or by phone or mail. CCC's will play a critical role in educating residents about these and other key changes to the Census.

By acting as census ambassadors and community liaisons, CCC's facilitate information flow between local government, communities, and the U.S. Census Bureau (Bureau). They play an important role in the complete and accurate count of their communities. Community leaders know how best to reach all populations in their area. The committees can also mobilize community resources in a highly efficient and cost-effective manner. The success of the 2020 Census depends on community involvement at every level, and CCC's will be a vital tool.

This resolution will formally establish the Huber Heights 2020 Complete Count Census Committee to help Huber Heights contribute to the objectives of having an accurate count of the community.

Fiscal Impact

Source of Funds:

N/A

Cost:

N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Census Flyer

Census FAQ

Census Operational Overview

Resolution

CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!
Here's a quick refresher of what it is and why it's essential that everyone is counted.

Everyone counts.

The census counts every person living in the U.S. once, only once, and in the right place.

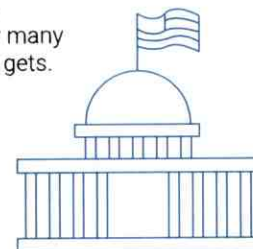


It's in the Constitution.

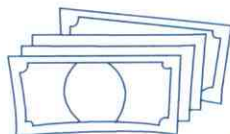
The U.S. Constitution requires a census every 10 years. The census covers the entire country and everyone living here. The first census was in 1790.

It's about fair representation.

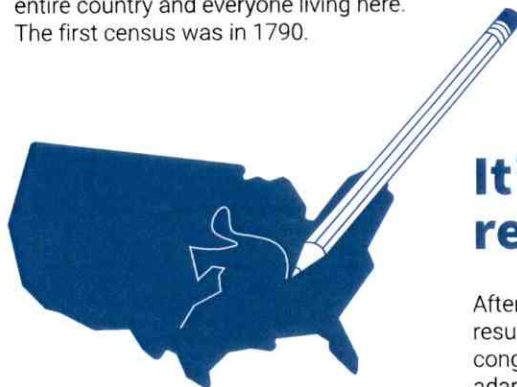
Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.



It means \$675 billion.



Census data determine how more than \$675 billion are spent, supporting your state, county and community's vital programs.

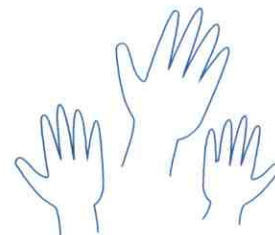


It's about redistricting.

After each census, state officials use the results to redraw the boundaries of their congressional and state legislative districts, adapting to population shifts.

Taking part is your civic duty.

Completing the census is required: it's a way to participate in our democracy and say "I COUNT!"



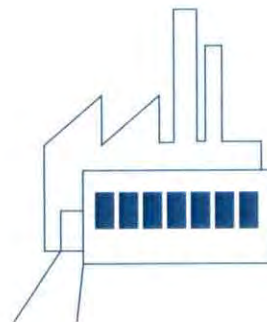
Census data are being used all around you.



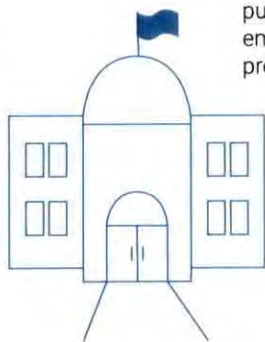
Residents use the census to support community initiatives involving legislation, quality-of-life and consumer advocacy.



Businesses use census data to decide where to build factories, offices and stores, which create jobs.



Local governments use the census for public safety and emergency preparedness.



Real estate developers use the census to build new homes and revitalize old neighborhoods.



Your data are confidential.

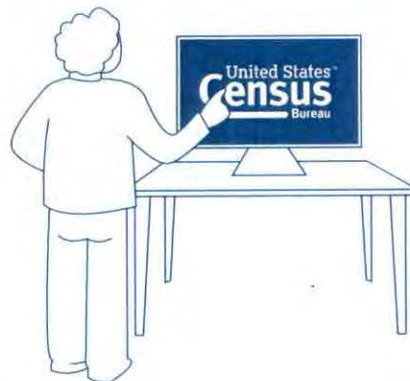
Federal law protects your census responses. Your answers can only be used to produce statistics.

By law we cannot share your information with immigration enforcement agencies, law enforcement agencies, or allow it to be used to determine your eligibility for government benefits.



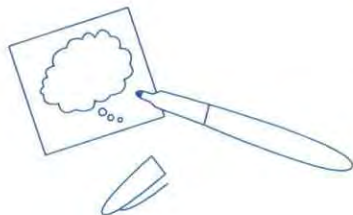
2020 will be easier than ever.

In 2020, you will be able to respond to the census online.



You can help.

You are the expert—we need your ideas on the best way to make sure everyone in your community gets counted.



United States™
Census
Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

FIND OUT HOW TO HELP AT
[CENSUS.GOV/PARTNERS](https://www.census.gov/partners)

Frequently Asked Questions

WHAT IS THE DECENNIAL CENSUS?

Every 10 years, the federal government conducts a population count of everyone in the United States. Data from the census provide the basis for distributing more than \$675 billion in federal funds annually to communities across the country to support vital programs—impacting housing, education, transportation, employment, health care, and public policy. They also are used to redraw the boundaries of congressional and state legislative districts and accurately determine the number of congressional seats each state has in the U.S. House of Representatives.

WHY IS IT IMPORTANT TO ME?

Responding to the census is not only your civic duty; it also affects the amount of funding your community receives, how your community plans for the future, and your representation in government. Specifically, data from the 2020 Census are used to:

- Ensure public services and funding for schools, hospitals, and fire departments.
- Plan new homes and businesses and improve neighborhoods.
- Determine how many seats your state is allocated in the House of Representatives.

WHEN WILL I COMPLETE THE CENSUS?

The next census will take place in 2020. Beginning in mid-March, people will receive a notice in the mail to complete the 2020 Census. Once you receive it, you can respond online. In May, the U.S. Census Bureau will begin following up in person with households that haven't responded to the census.

HOW CAN I RESPOND?

In 2020, for the first time ever, the Census Bureau will accept responses online and by phone. Responding should take less time than it takes to finish your morning coffee. You can still respond by mail.

WHAT INFORMATION WILL BE REQUESTED?

The decennial census will collect basic information about the people living in your household. When completing the census, you should count everyone who is living in your household on April 1, 2020.

WHAT INFORMATION WILL NOT BE REQUESTED?

The Census Bureau will **never** ask for:

- Social Security numbers.
- Bank or credit card account numbers.
- Money or donations.
- Anything on behalf of a political party.

WILL MY INFORMATION BE KEPT CONFIDENTIAL?

Strict federal law protects your census responses. It is against the law for any Census Bureau employee to disclose or publish any census information that identifies an individual. Census Bureau employees take a lifelong pledge of confidentiality to handle data responsibly and keep respondents' information private. The penalty for wrongful disclosure is a fine of up to \$250,000 or imprisonment for up to 5 years, or both. No law enforcement agency (not the DHS, ICE, FBI, or CIA) can access or use your personal information at any time. Data collected can only be used for statistical purposes that help inform important decisions, including how much federal funding your community receives.

The Census Bureau has a robust cybersecurity program that incorporates industry best practices and federal security standards for encrypting data.

WHERE CAN I GO TO LEARN MORE?

You can learn more about the 2020 Census by visiting 2020census.gov.

The 2020 Census Operational Overview



Count everyone once,
only once, and in the right place.



ESTABLISH WHERE TO COUNT

Identify all addresses
where people could live.

Conduct a 100-percent review
and update of the nation's
address list.

Minimize in-field work
with in-office updating.

Use multiple data sources
to identify areas with
address changes.

Get local government input.



MOTIVATE PEOPLE TO RESPOND

Conduct a nationwide
communications and
partnership campaign.

Work with trusted sources
to increase participation.

Maximize outreach using
traditional and new media.

Target advertisements to
specific audiences.



COUNT THE POPULATION

Collect data from all
households, including
group and unique living
arrangements.

Make it easy for people to
respond anytime, anywhere.

Encourage people to use the
online response option.

Use the most cost-effective
strategy to contact and
count nonrespondents.

Streamline in-field
census taking.

Knock on doors only
when necessary.



RELEASE CENSUS RESULTS

Process and provide Census data.

Deliver apportionment counts
to the President by
December 31, 2020.

Release counts for
redistricting by April 1, 2021.

Make it easier for the public
to get information.

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2019-R-

CREATING THE 2020 COMPLETE COUNT CENSUS COMMITTEE TO PLAN AND CONDUCT LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN THE 2020 CENSUS.

WHEREAS, the United States of America has performed a nationwide census every ten years since 1790, with the last Census being in 2010; and

WHEREAS, an accurate census is essential for the allocation of representatives to serve in the legislative bodies of the U.S. House of Representatives, the Ohio State Legislature, and within the City of Huber Heights and Montgomery County voting districts; and

WHEREAS, accurate age, population and other ethnic and demographic information gathered every ten years within the census information is critical for the correct apportionment of certain federal funds for health, education, transportation, child and elder care, emergency preparation and response; and

WHEREAS, accurate census information is critical to planning for future growth, development, and the social needs of the community; and

WHEREAS, the more informed that residents become about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to participate in the 2020 Census; and

WHEREAS, the Census Bureau is not permitted to publicly release responses furnished by any individual, or on behalf of an individual, or release information to other governmental agencies, including the Internal Revenue Service, the Immigration and Naturalization Service, law enforcement agencies or welfare agencies. In addition, per the Federal Cybersecurity Enhancement Act of 2015, census data is protected from cybersecurity risks through screening of the systems that transmit this data; and

WHEREAS, the purpose of the Complete Count Committee will be to advise and assist the City of Huber Heights in obtaining the most accurate and complete population count for the 2020 Census by increasing the number of responses through a focused, structured neighbor-to-neighbor program. The committee will also utilize the local knowledge, expertise and influence of each committee member to design and implement a census awareness campaign targeted to the Huber Heights community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The Huber Heights 2020 Complete Count Census Committee is hereby established, hereinafter referred to as the "Complete Count Committee" or "Committee", to advise and assist the City of Huber Heights in obtaining the most accurate and complete population count for the 2020 Census.

Section 2. The Committee shall be a working committee charged with the responsibility to discuss and formulate strategies and techniques to enhance and increase the response rate to the 2020 Census. Activities may include, but are not limited to:

- A. Working with City Staff and the Census Bureau to plan and facilitate activities and resources.
- B. Planning and conducting local educational initiatives such as speaking at public forums, meetings and organizations.
- C. Preparing or obtaining posters, flyers and handouts for use by the media and others.
- D. Preparing or obtaining materials for public service announcements for print, radio, television, and social media.

Section 3. The Committee shall consist of at least five (5) and no more than seven (7) members including a chairperson, each appointed by the Mayor including representation from the following groups:

- A. Education
- B. Minority Groups
- C. Religious Groups
- D. Media
- E. Community Organizations
- F. No more than two (2) appointed members of City Staff

Section 4. The Committee members shall serve from the time of appointment through and including June, 2020 at which time the Committee, having completed its work, shall dissolve, unless extended by the City Council of Huber Heights. No resolution dissolving or rescinding the committee is necessary.

Section 5. The Committee shall meet at least every three months (quarterly), but may meet more often as needed

Section 6. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 7. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

United States Census 2020



2020 CENSUS BRIEFING

City of Huber Heights, OH
Montgomery County

Janice Holland-Atwater Partnership Specialist
Montgomery, Greene and Clark Counties
U.S. Census Bureau
Philadelphia Region

2020 Census: April 1, 2020

- Every 10 years, since 1790, the federal government conducts a population count of everyone in the United States. This data effects distribution of more than **\$675 billion** in federal funds annually to communities that impact:

- Housing
- Education
- Transportation
- Employment
- Health Care
- Public Policy



2020 Census: April 1, 2020

Census data is also used to :

- Redraw boundaries of congressional and state legislative districts and
- Determine the number of congressional seats each state has in the U.S. House of Representatives



2020 Census: Mission, Plan, Goal

MISSION: To be the nation's leading provider of quality data about its people and economy

PLAN: To conduct a high-quality 2020 Census that fulfills our...

GOAL: To count everyone...

ONCE, ONLY ONCE, and in the RIGHT PLACE.

2020 Census: Why Count Everyone?



Every resident
NOT COUNTED
in 2020
potentially
costs OHIO

\$Thousand\$/year
for the next 10 years

United States™
Census
Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

2020 Census: **EASY**—Safe—Important

ONLINE: FIRST TIME EVER!
online option in numerous languages
10 questions/10 minutes
secure, accessible anytime/anywhere

PHONE: *toll-free; support in 12 languages*

MAIL: short form
mailed ONLY to non-respondents



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

2020 Census: Easy—**SAFE**—Important

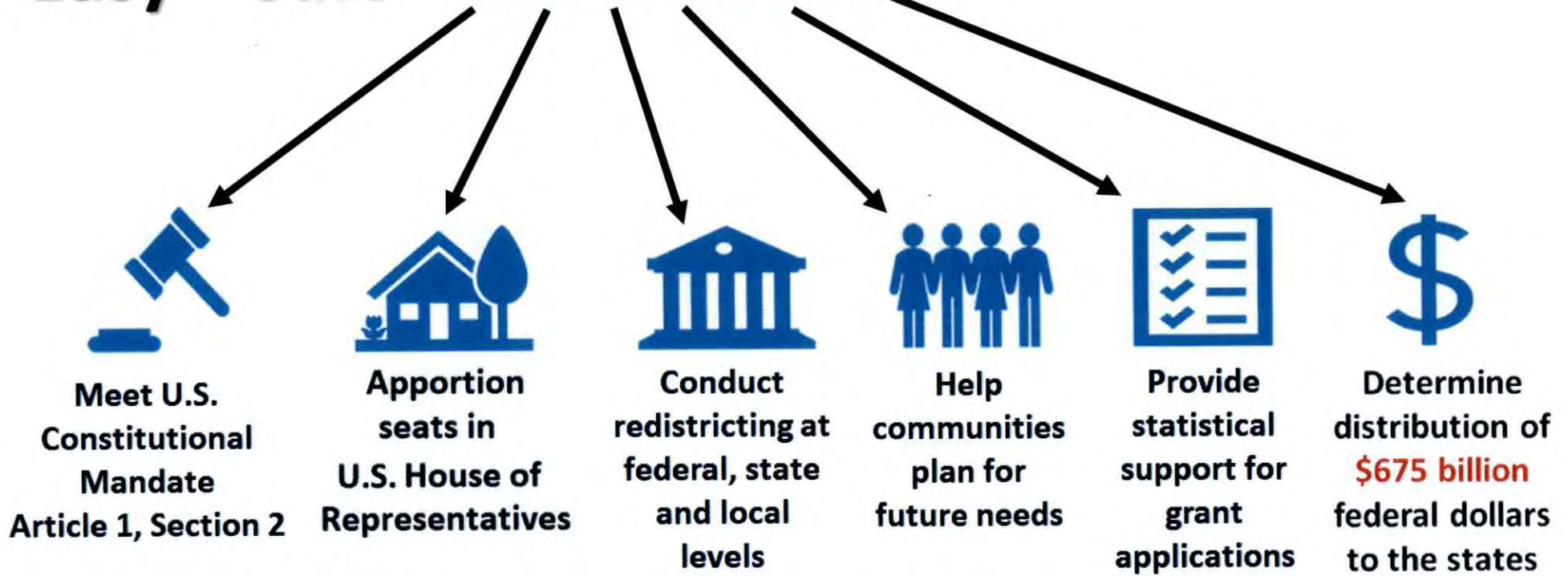
- ✓ **Title 13 of the U.S. Code**
*authorizes data collection;
restricts data to statistical use ONLY*
- ✓ **Raw data encrypted/aggregated before release**
*cannot be used against anyone by any agency/court;
cannot be released for 72 years*
- ✓ **All census workers must pass background check/
take oath of confidentiality for life**
penalty: 5 years in prison, \$250,000 fine



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)



2020 Census: Easy—Safe—**IMPORTANT**



2020 Challenges:

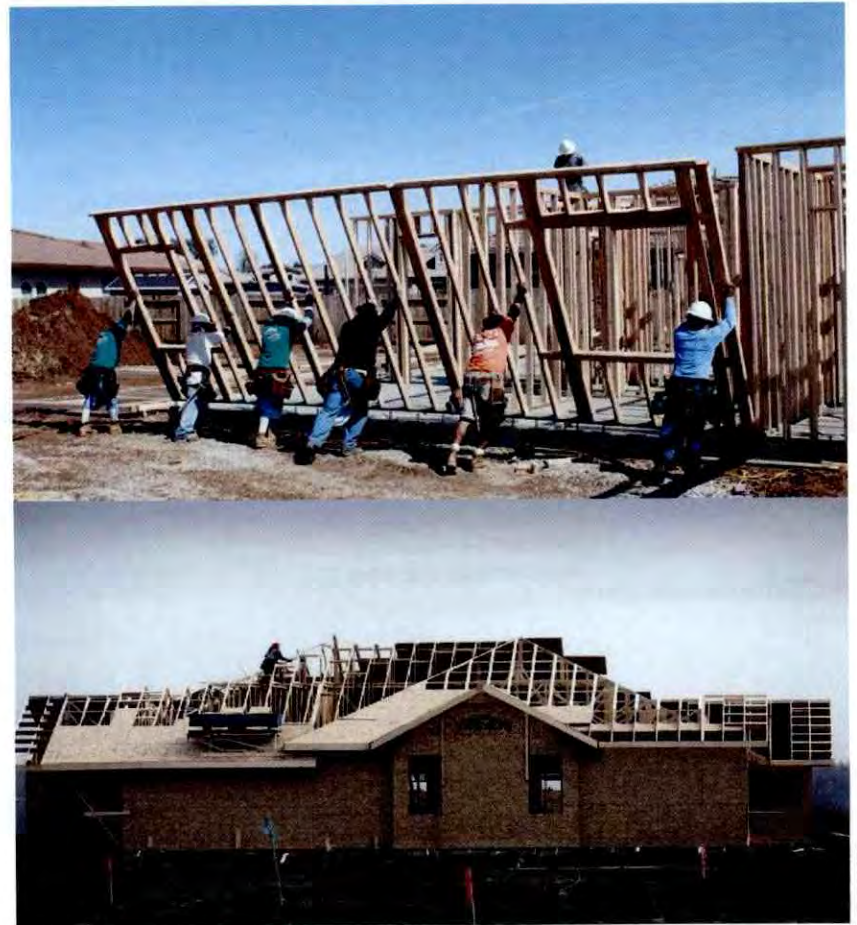
Hard-to-Count Groups



- ✓ Natural Disaster victims
- ✓ Renters
- ✓ Non-English Speakers
or limited English proficiency
- ✓ Low-income/Low education
- ✓ Living in rural or isolated areas
- ✓ Children 0-5 years

Natural Disaster Residence Guidance

- People temporarily displaced by natural disasters are to be counted at their usual residence to which they intend to return.
- People in temporary group living quarters, established for victims of natural disasters, will be counted where they live and sleep most of the time (or at the facility, if they do not report a usual home elsewhere).



2020 Census Timeline

In-field address canvassing
August-October 2019

Group Quarters
February-July 2020

Internet Self-Response
March-July 2020

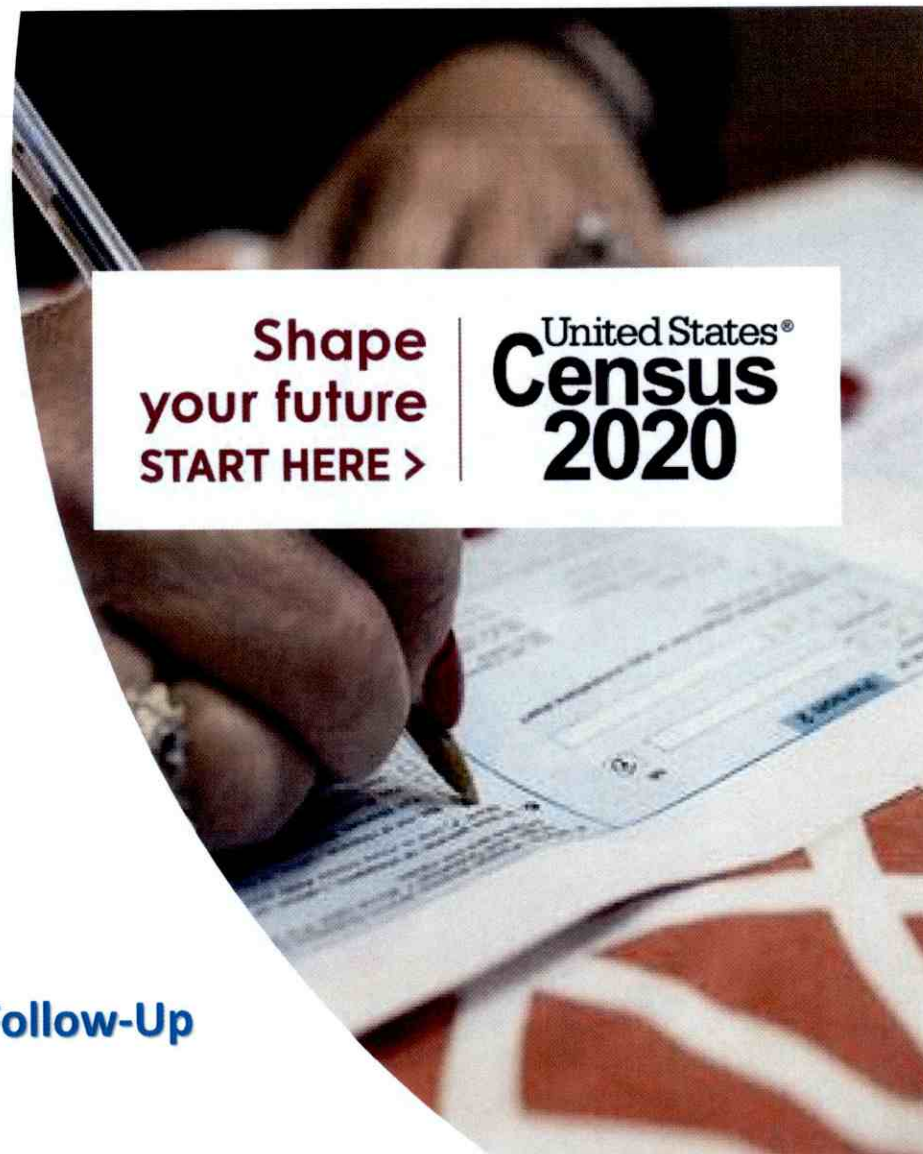
CENSUS DAY
April 1, 2020

Update Leave
March-April 2020

Non-Response Follow-Up
April-July 2020



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)



**Shape
your future
START HERE >**

United States®
**Census
2020**

How does your city get started in obtaining a complete and accurate count for the 2020 Census?



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

SOLUTION:

Form A **Complete Count Committee (CCC)** for your city



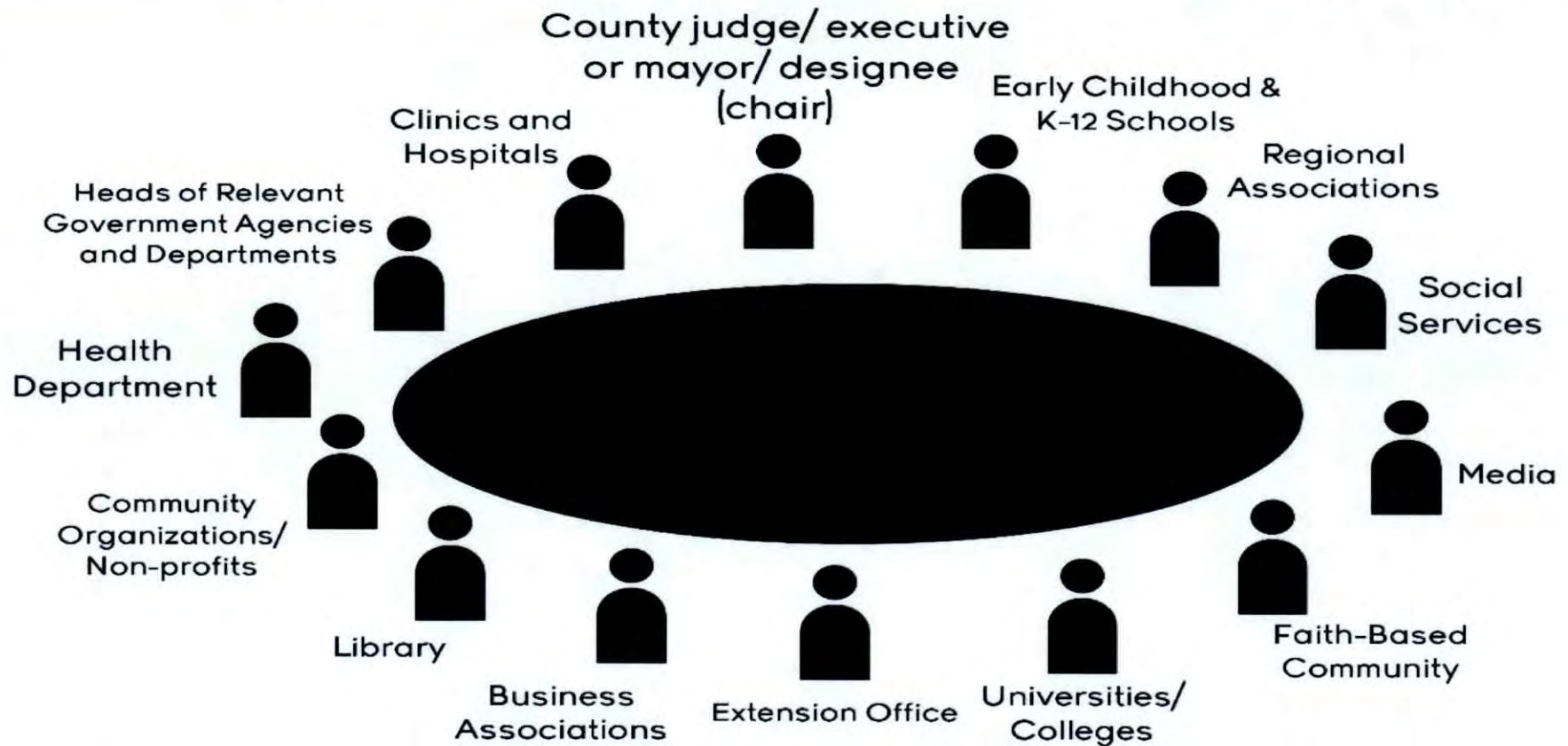
What: A committee of local government & community leaders that creates 2020 Census awareness

Goal: To develop & implement local Census campaigns

How: Implement plans to encourage response to the 2020 Census for a successful census count

COMPLETE COUNT COMMITTEES

**Partnership Specialist is advisor and Census liaison to CCCs



What's Next?

- ✓ Issue a **Proclamation** supporting 2020 Census & formation of a CCC
- ✓ Form a CCC and designate a CCC leader
- ✓ Invite key individuals and groups to participate
- ✓ Display 2020 Census info everywhere
- ✓ Identify local hard-to-count populations
- ✓ Develop strategies to increase awareness & encourage participation



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

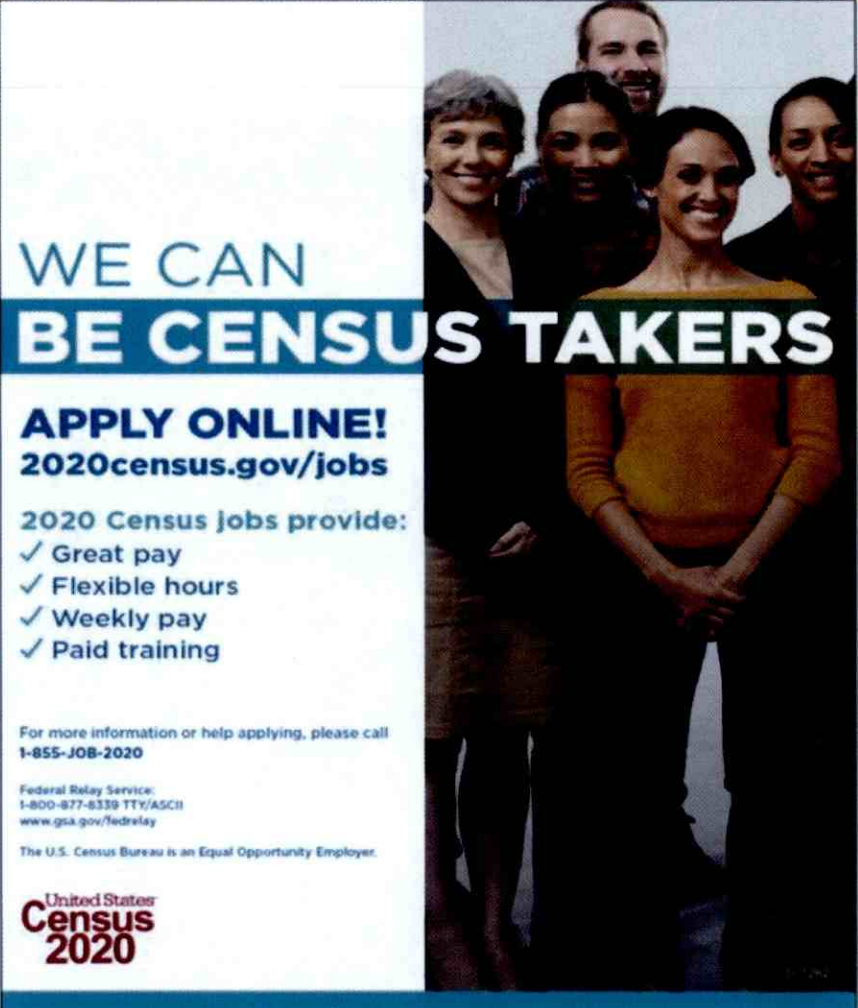


How **We** Can Help

- ✓ Offer well-paying jobs to the local community
- ✓ Provide informational & promotional materials
- ✓ Serve as liaisons and advisors to CCC's
- ✓ Provide census.gov statistical tools support
- ✓ Promote the census with nationwide PSAs & ads



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

A vertical advertisement for 2020 Census jobs. It features a group of diverse people smiling on the right side. The text on the left is as follows:

**WE CAN
BE CENSUS TAKERS**

APPLY ONLINE!
[2020census.gov/jobs](https://www.2020census.gov/jobs)

2020 Census jobs provide:

- ✓ Great pay
- ✓ Flexible hours
- ✓ Weekly pay
- ✓ Paid training

For more information or help applying, please call
1-855-JOB-2020

Federal Relay Service:
1-800-877-8339 TTY/ASCII
www.gsa.gov/fedrelay

The U.S. Census Bureau is an Equal Opportunity Employer.

**United States
Census
2020**

APPLY ONLINE! www.2020census.gov/jobs

Connect with the Census Bureau



More information on the 2020 Census:
<http://www.census.gov/2020Census>



Identify low response areas in your community:
<http://www.census.gov/ROAM>



Questions or to learn more about the Partnership Program and CCCs:
Janice.C.Atwater@2020census.gov



U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
census.gov



facebook.com/uscensusbureau



twitter.com/uscensusbureau



youtube.com/user/uscensusbureau



instagram.com/uscensusbureau



pinterest.com/uscensusbureau

Thank you!

AI-6508

Topics of Discussion C.

Council Work Session

Meeting Date: 08/20/2019

Huber Heights Veterans Memorial

Submitted By: Rob Schommer

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/05/2019 and 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Huber Heights Veterans Memorial

Purpose and Background

City Council authorized the creation of the Huber Heights Military and Veterans Commission, and the Commission has recommended the creation of a Veterans Memorial located within Thomas Cloud Park. City Council has determined that the proposed Veterans Memorial would be a valuable asset to the City and its parks and recreation facilities and this Resolution official denotes the Veterans Memorial as a City Project.

This Resolution authorizes the design of the Veterans Memorial to develop the project budget and timeline. Subsequent authorization by City Council will be sought for approval of the budget and construction once design and cost estimates are received.

Fiscal Impact

Source of Funds: TBD

Cost: TBD

Recurring Cost? (Yes/No): No

Funds Available in Current Budget? (Yes/No): TBD

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2019-R-

GENERALLY APPROVING THE ADDITION OF A NEW AMENITY TO THE CITY'S PARKS AND RECREATION FACILITIES BY CONSTRUCTING A VETERANS MEMORIAL TO BE LOCATED WITHIN THE CENTER OF THOMAS CLOUD MEMORIAL PARK ON BRANDT PIKE TO INCLUDE AMONG OTHER THINGS, MONUMENTS, PLAQUES, PATHWAYS, LANDSCAPING, BENCHES, SIGNAGE AND OTHER NECESSARY APPURTENANCES.

WHEREAS, City Council authorized the creation of the Huber Heights Military and Veterans Commission, and

WHEREAS, the Military and Veterans Commission has recommended the creation of a Veterans Memorial located within Thomas Cloud Park; and

WHEREAS, City Council has determined that the proposed Veterans Memorial would be a valuable asset to the City and its parks and recreation facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. City Council hereby authorizes and creates the Veterans Memorial project and authorize the City Manager or his designee to work with City Staff, community volunteers, and such other parties as he deems necessary and to take all necessary actions, including but not limited to, the purchase of labor and materials and the execution of contracts and agreements on behalf of the City that are not adverse to the best interest of the City, for the design and placement of a Veterans Memorial within Thomas Cloud Memorial Park.

Section 2. Council authorizes and approves the budget and expenditure of money for such design purposes as stated in the purchasing procedures established by the Huber Heights Codified Ordinances.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

Delco Park
Veteran's Memorial
Kettering OH



Nancy L. Byrge
August 20, 2019

Kettering Veteran's Plaza and Charles F. Kettering History Walk

Veteran's Pillars



Kettering Delco Park

- Amenities: Reservable Shelters (3), Barbecue Grills (4), Chemical Toilets (4), Drinking Fountains, Ball Diamonds (4)-reservations required prior to use, Bike/Walking Path, Contemporary Themed Playground, Picnic Tables and Benches, Handicap Accessible
- Special Amenities: BMX Track, Half Basketball Court (2), Volleyball Court (4), Soccer Fields (6), Fishing Pier/Pond, Par Course Fitness Trail, Full-Service Restrooms, Seasonal Concession Stand.
- Delco Park is also home to the Kettering Veteran's Memorial and Charles F. Kettering History Walk. (Veteran's Memorial is located immediately across the street from the park concession stand and is surrounded by all the other park amenities)



















IT IS WITH DEEP APPRECIATION WE RECOGNIZE
THE INDIVIDUALS, COMPANIES AND ORGANIZATIONS
THAT SO GENEROUSLY CONTRIBUTED TO THE
KETTERING VETERANS & INVENTOR CAMPAIGN.



\$75,000 -- \$100,000

KETTERING MEDICAL CENTER

\$40,000 -- \$74,999

SCHIEWETZ FOUNDATION, INC.

\$20,000 -- \$39,999

CHAPEL ELECTRIC CO., LLC

CITY OF KETTERING

DOR-WOOD OPTIMIST CLUB

RICHARD P. AND MONA HARTMANN

KETTERING IRRIGATION & LIGHTING

JAMES AND DARLENE SNYDER

WASTE MANAGEMENT

\$10,000 -- \$19,999

BRUMBAUGH CONSTRUCTION, INC.

ANNELIESE BRYANT

THE DAYTON FOUNDATION

FAIRMONT HIGH SCHOOL SPIRIT CHAIN

KETTERING HOLIDAY AT HOME

\$5,000 -- \$9,999

W. TIM ANDREWS

DAVID AND CHARLENE DUTTON

\$5,000 -- \$9,999 CONT.

DOUBLE JAY CONSTRUCTION, INC.

FERNEDING FAMILY

HEAPY ENGINEERING, INC.

KETTERING PARKS FOUNDATION

THE KROGER COMPANY

LWC, INC.

JAMES M. O'DELL

S & S PRODUCTS

SHOOK CONSTRUCTION CO.

SIEBENTHALER CO.

SYNCHRONY FINANCIAL

WAKER PLUMBING, INC.

\$1,000 -- \$4,999

AMERICAN LEGION POST 598

AMVETS OF KETTERING POST 2003

BETHANY VILLAGE

BUCKEYE ECOCARE

JERRY AND DEB BARNETT

GERALD AND IRENE BUSCH

CALIBRE ENGINEERING, INC.

RICHARD AND BRYNNE DAILEY

DAY AIR CREDIT UNION

DODDS MONUMENTS

\$1,000 -- \$4,999 CONT.

ERNST CONCRETE

JEFFREY HARTMANN

RICHARD P. HARTMANN, JR.

ROGER HARTMANN

HEIDELBERG DISTRIBUTING COMPANY

JACK AND KATHY KOSTAK

L BRANDS FOUNDATION

CHARLES I. LATHREM SENIOR CENTER

MCGOHAN BRABENDER, INC.

MIAMI VALLEY MOBILE FOOD ASSOCIATION

MIDUSA CREDIT UNION

MONELL COMMUNICATIONS

PHILLIPS SAND & GRAVEL CO.

CHARLEY AND JUDY SCHUERHOLZ

NEIL AND WILLA JEAN SMALLEY

SNYDER BRICK & BLOCK

FRANK AND NANCY SPOLRICH

MARY BETH THAMAN

VETERANS OF FOREIGN WARS POST 9927

ASHLEY AND EMILY WEBB

WAYNE WHITMILL

WILMERHALE

SPECIAL APPRECIATION

MICHAEL ECKLEY, PROJECT MANAGER

JUDITH NEFF, KETTERING MEDICAL CENTER HISTORIAN

Buy a Brick!

(937)296-2454

www.ketteringparksfoundation.org

***Pave the way honoring
all veterans.***

Honor a loved one!



KETTERING PARKS

FOUNDATION

LUKE O. MILLER
SGT
USARNG

THANKS DELCO
THE BRAUN
FAMILY 2013

S A CALONDIS
PVT US ARMY
1963-1965

COL KENNETH B
MUHLEMAN
WWII KOREA
VIETNAM
RESTS IN HONOR
AT ARLINGTON

JAMES H. FI
"THE VETER
WORLD W
KATHY, NA
JACQUE, AR
JIM AND
THANK YO
OUR FRE

AS J WAKER
RINE CORP

VFW POST 9927
LADIES AUX
KETTERING OHIO
FOUNDED 1961
ALWAYS FOR OUR
VETERANS

WALTER FRUEAUF
WORLD WAR II
PURPLE HEART

PHILIP BECKER
AIR FORCE CAPT
1964-2012

FRANK C MAUS
CAPT US ARMY
VIETNAM WAR

JAMES R WAAG
INVENTOR
DAYTON, OHIO
PAT. 6305701
PAT. 6533230
PAT. 6695099

TO ALL
RANS
KERS
TTY
OLE

LT ROBERT LAMB
WORLD WAR II
PACIFIC
ARMY AIR CORPS
38TH BOMB GRP
OUR HERO

JAMES RUSSELL
WWII USAAC
THANKS, DAD

RUEY HODAPP JR
LT USAF
1951-53 KOREAN

PETER MELVILLE
US NAVY
1968-1972

NULL M HODAPP
322D FA WWI
32D DIVISION

IN MEMORY OF A
DEAR FRIEND
GORDY DADISMAN
DIED AUG 1970
VIETNAM
RICK RATERMAN

USAAF
PILOT 1
CPT. LE
USN W
LOUANT
PRICE
PRO
VETE

THANK YOU VETS
FOR SERVING
OUR COUNTRY &
DELCO FOR
PROVIDING A
WONDERFUL LIFE
CLAUDE & ETHAMAY
SMITH & FAMILY

CPL MARVIN R.
SWAFFORD
USMC 1966 - 1967
VIETNAM
BRONZE STAR U
PURPLE HEART
LOVE AND PRIDE
YOUR FAMILY





DOR-WOOD OPTIMIST CLUB

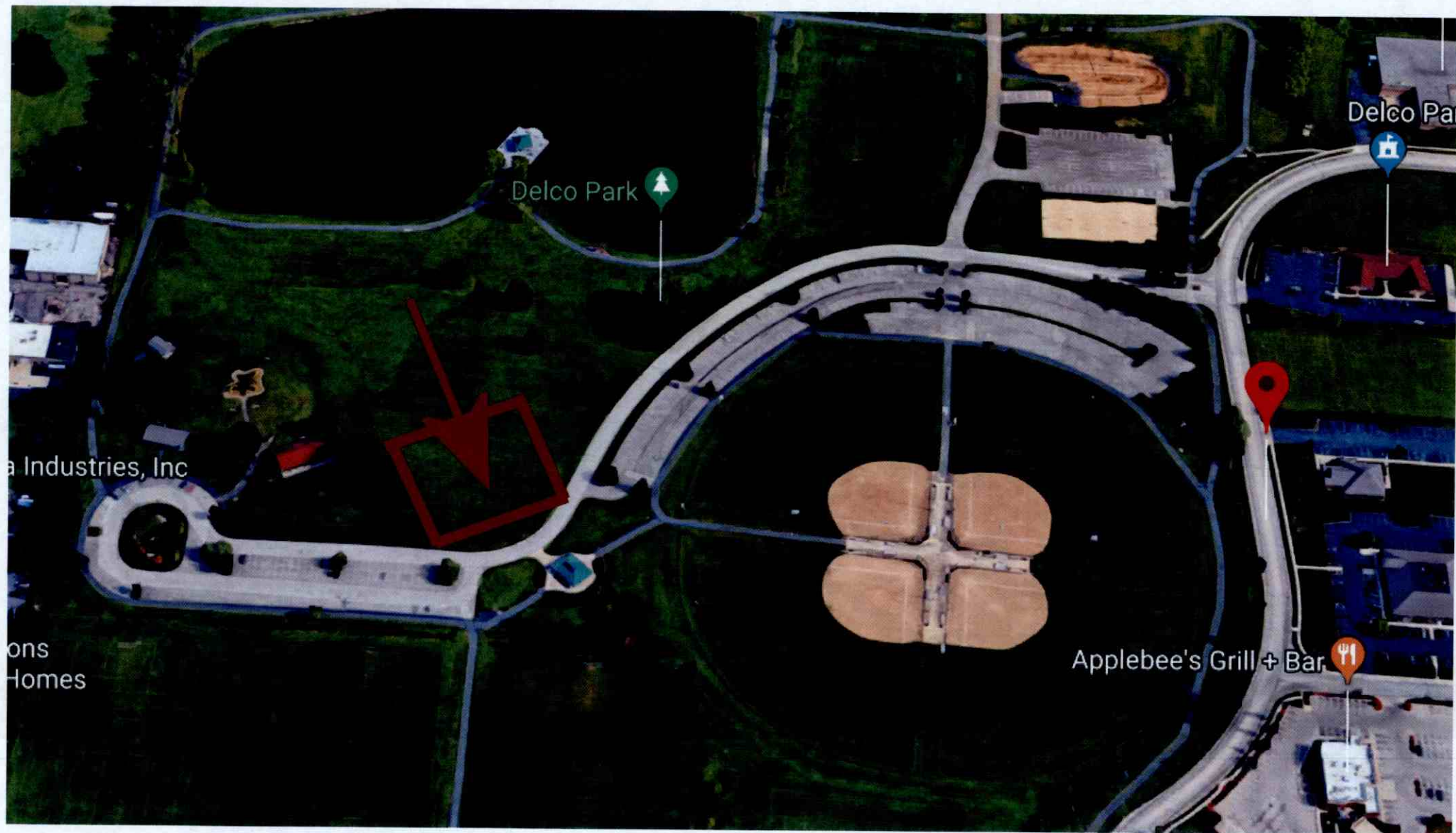
Serving Kettering Youth

Since 1965









- As Kettering has demonstrated beyond a doubt, the ideal location for a Veteran's Memorial is where the people are, where the families gather, and the children play.
 - While we honor our veterans, past and present, we must also look to the future
 - This memorial is a wonderful venue for educating children about military history
 - Huber Heights can do something similar in scope but unique to our city
 - It is absolutely critical that we support the MAVC in making our veteran's memorial a reality

Visit this Wonderful Memorial

If you can't visit the park in person, take a few minutes to view their website <http://ketteringparksfoundation.org/kvaic/kettering-veterans-plaza-and-charles-f-kettering-history-walk/>

AI-6496

Topics of Discussion D.

Council Work Session

Meeting Date: 08/20/2019

Traffic Marking - State Route 235 - Solicit Bids/Award Contract

Submitted By: Linda Garrett

Department: Public Works

Division: Public Works

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/20/2019

Audio-Visual Needs: None

Emergency Legislation?: No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Traffic Marking - State Route 235 - Solicit Bids/Award Contract

Purpose and Background

The Public Works Division requests authorization to solicit bids and award a contract for traffic marking services on State Route 235

Fiscal Impact

Source of Funds:

Public Works Division Budget

Cost:

\$25,000

Recurring Cost? (Yes/No):

No

Funds Available in Current Budget? (Yes/No): Yes

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2019-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS AND AWARD A CONTRACT FOR SERVICES RELATED TO TRAFFIC MARKING STRIPING OF STATE ROUTE 235.

WHEREAS, the City of Huber Heights recognizes its obligation of maintaining City property for efficient and safe operations; and

WHEREAS, a competitive bidding process would be utilized to obtain a reputable firm to provide services related to traffic marking striping of State Route 235; and

WHEREAS, the funds for the asphalt preservation at City-owned properties are available within the capital funds for FY 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The City is hereby authorized to solicit bids and award a contract for services related to the traffic marking striping of State Route 235.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

CITY OF HUBER HEIGHTS
STATE OF OHIO

AMENDED

RESOLUTION NO. 2019-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS AND AWARD A CONTRACT FOR SERVICES RELATED TO TRAFFIC MARKING STRIPING OF STATE ROUTE 235.

WHEREAS, the City of Huber Heights recognizes its obligation of maintaining City property for efficient and safe operations; and

WHEREAS, a competitive bidding process would be utilized to obtain a reputable firm to provide services related to traffic marking striping of State Route 235; and

WHEREAS, the funds for the asphalt preservation at City-owned properties are available within the capital funds for FY 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The City is hereby authorized to solicit bids and award a contract for services related to the traffic marking striping of State Route 235.

Section 2. The amount of these contract services shall not exceed \$45,000.00 for the contract.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-6503

Topics of Discussion E.

Council Work Session

Meeting Date: 08/20/2019

Water Line Assessment - Bicentennial Barn - 8120 Bellefontaine Road - Development Agreement

Submitted By: Scott Falkowski

Department: Planning

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/05/2019 and 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Water Line Assessment - Bicentennial Barn - 8120 Bellefontaine Road

Purpose and Background

Bicentennial Barn, LLC has requested that the City provide funding for a portion of the costs of constructing the water main extension along Bellefontaine Road from Center Point 70 Boulevard through the use of special assessments. Bicentennial Barn, LLC has requested the City provide funding in the amount of \$87,160.00. Bicentennial Barn, LLC has asked the City to then assess the lot for 20 years in order to repay the funding provided for this portion of the construction costs for the public improvements (the water line). In order to accomplish this, the City will need to pass a Resolution Of Necessity and an Ordinance To Proceed with the improvement. In addition to those items, a Development Agreement has been drafted and is attached for discussion.

Fiscal Impact

Source of Funds: Special Assessments

Cost: \$86,160

Recurring Cost? (Yes/No): No

Funds Available in Current Budget? (Yes/No): No

Financial Implications:

The City will provide funding for the public improvement in amount of \$86,160. The City will be repaid by annual assessments against the property which benefits from the improvements.

Attachments

Development Agreement

DRAFT FOR REVIEW AND COMMENT ONLY

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this ____ day of _____, 2019, by and between Bicentennial Barn LLC, an Ohio limited liability company ("BARN"), and the CITY OF HUBER HEIGHTS, a Ohio municipal corporation ("City").

WHEREAS, is the owner of certain real property within the City of Huber Heights commonly known as _____ and more particularly described on the attached Exhibit A ("BARN Property"); and

WHEREAS BARN desires to develop the BARN Property and requires the construction and installation of certain municipal water infrastructure; and

WHEREAS, City, through its Department of Engineering, has determined that running a water main to the BARN Property will assist the city with the future needs and locations of water main improvements within the City and will specially benefit the BARN Property; and

WHEREAS, it is the policy of City as set forth in _____ to provide municipal water services to all properties within the City of Huber Heights; and

WHEREAS, City is willing to construct the necessary water main improvements at this time provided security is given for future installment payments; and

WHEREAS, City Council heretofore adopted Resolution No. 93-R-1319 on September 27, 1993 (the "CRA # 5 Resolution"), declaring a certain area within the City, which area includes the BARN Property, to be a Community Reinvestment Area ("CRA # 5") within the meaning of the CRA Statute and provided that qualifying structures improved within CRA # 5 would be eligible for a real property tax exemption of up to 100% for up to 12 years; and

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged and for the mutual covenants hereinbelow set forth, the parties hereto agree as follows:

ARTICLE 1 WATER MAIN

1. Construction of Water Main. City shall construct a water main, hydrants, valves, and related appurtenances from _____ to _____ (collectively "Water Main") in accordance with the City's standard requirements.

DRAFT FOR REVIEW AND COMMENT ONLY

2. Dedication of Right of Way. Prior to commencement of construction of the Water Main, and to the extent not otherwise owned by the City, BARN agrees to dedicate to the City (without cost to the City) such portion of the BARN Property as is necessary, as reasonably determined by the City, to construct the Water Main within City owned Right of Way or public utility easement. The dedicated rights-of-way shall be free from liens or encumbrances except existing easements of record and those other matters that are approved by the City in writing, which approval shall not be unreasonably withheld, conditioned or delayed. In the event of any existing utility easements that may be inconsistent with or require relocation in connection with the Water Main BARN agrees to remove or relocate the affected easements and the utility facilities located therein at its cost.

3. Temporary Construction Easement. BARN agrees to grant to the City such temporary construction easements over any applicable portion of the BARN Property as are reasonably necessary to enable the City to construct the Water Main. City agrees to promptly terminate any such construction easement once the Water Main construction has been completed.

4. Conditions to City Obligations. City agrees that it will proceed in good faith and with all reasonable dispatch to design, finance, construct and install the Water Main. Provided, However, City shall not be obligated to design, finance, construct or install the Water Main until the following conditions shall have been satisfied:

(a) a Petition is filed with the City requesting request the City construct the Water Main and acknowledge and agree that the Water Main will specifically benefit the BARN Property and that the costs of the Water Main will be specially assessed against the Barn Property in accordance with the Petition; and

(b) City shall have acquired sufficient interests in real property to construct or cause the construction of the Water Main.

(c) Evidence of the existence of an acceptable Letter of Credit or Bond as provided for in Article 2, Section 3. Below.

(d) All building permits and other governmental permits are issued and all third party financing are in place for the construction necessary for the renovation of the existing barn into a wedding venue

ARTICLE 2 SPECIAL ASSESSMENT

1. Special Assessments. BARN agrees that it will sign and deliver to the City within thirty (30) days of the execution of this Agreement a Petition (substantially in the form as set forth in Exhibit B) (the "Petition") requesting that the Water Main be designed, constructed and installed and that the cost of the Water Main be specially assessed against the BARN Property in accordance with the Petition. The costs of the Water Main (plus any interest on the special assessments to be computed at the same rate applicable to notes or bonds to be issued by the City in anticipation of the collection of the special assessments), costs of issuance of the notes or

DRAFT FOR REVIEW AND COMMENT ONLY

bonds, and any fees charged by Montgomery County to collect the special assessments and all other costs as described in the Petition shall be assessed against the Barn Property. Any additional costs of the Water Main shall be paid by BARN. In consideration of the Water Main, BARN for itself and its grantees or other successors with respect to the BARN Property, agrees to pay promptly all special assessments levied against the lots and lands which collectively constitute the BARN Property as they become due.

2. Financing of BARN Property. BARN agrees that it will not, and it will prohibit any successor in interest to the BARN Property or any part thereof to, engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the BARN Property or any portion thereof that will have priority over any lien resulting from the levy of special assessments in accordance with the Petition and BARN hereby represents and warrants to the City that no such mortgage or other encumbrance or lien exists as of the execution of this Agreement. BARN further agrees that if such lien or encumbrance shall exist at the time the Petition is filed with the City, the City shall have no obligation to accept such Petition or to finance, construct or install the Water Main until such time as said lien or encumbrance is eliminated or subordinated to the special assessment lien.

3. Letter of Credit. The City presently intends to issue securities in anticipation of the collection of the special assessments. In consideration for City's agreements herein, BARN agrees to continue to maintain (and replace if required) a Letter of Credit in the amount of the total Special Assessment due. In the alternative BARN may obtain a bond in the amount of the total Special Assessment due executed by sureties that are licensed to conduct business in the State of Ohio as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a Contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, BARN, within five (5) days thereafter, shall substitute another bond and surety or cause the Contractor to substitute another bond and surety, both of which shall be acceptable to the City Manager and BARN.

4. CRA. In the event BARN defaults in any payment of the Special Assessment the City reserves the right to terminate any CRA tax exemption.

DRAFT FOR REVIEW AND COMMENT ONLY

ARTICLE 3 MISCELLANEOUS

1. Force Majeure. Except as to payment of monetary obligations, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen
2. Assignment. This Agreement may not be assigned without the prior written consent of the other party.
3. Binding Effect. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council's sole discretion.
4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.
5. Entire Agreement. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.
6. Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts.
7. Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and BARN, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.
8. Limits on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event will the City or BARN, or its successors or permitted assigns, be liable to each other for punitive, special, consequential or indirect damages of any type and regardless of whether those damages are claimed under contract, tort (including negligence and

DRAFT FOR REVIEW AND COMMENT ONLY

strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

9. No Third Party Beneficiary. Nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein

10. Recitals and Exhibits. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto and the information contained in the Exhibits hereto are an integral part of this Agreement and as such are incorporated herein by reference.

11. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any provision, covenant, obligation or agreement contained herein is subject to more than one interpretation, a valid and enforceable interpretation is to be used to make this Agreement effective. That invalidity or unenforceability will not affect any valid and enforceable application, and each provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

AI-6504

Topics of Discussion F.

Council Work Session

Meeting Date: 08/20/2019

2019 Supplemental Appropriations

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Supplemental Appropriations

Purpose and Background

The supplemental appropriations are for the following purposes:

- \$100,218 transfer from State Highway Maintenance Fund to Capital Improvements Fund for Mast Arm traffic signal installation at the corner of Brandt and Chambersburg.

Fiscal Impact

Source of Funds: Capital Improvement Fund

Cost: \$100,218

Recurring Cost? (Yes/No): No

Funds Available in Current Budget? (Yes/No): Yes

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2019-O-

AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF HUBER HEIGHTS, OHIO AND AMENDING ORDINANCE NO. 2018-O-2357 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made to reflect transfers and for appropriations of funds for various 2019 operating and project funding.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Huber Heights, Ohio that:

Section 1. Authorization is hereby given to transfer certain monies up to amounts not exceeding those shown and for the purposes cited in Exhibit A, and such authorization applies to any and all such advances and transfers necessary and effected after January 1, 2019.

Section 2. Ordinance No. 2018-O-2357 is hereby amended as shown in Exhibit B of this Ordinance.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

<i>Transfer:</i>			
<u>Amount</u>	<u>Fund From</u>	<u>Fund To</u>	<u>Purpose</u>
\$100,218.00	214 State Highway	406 Capital Improvements	Mast arms at Brandt/Chambersburg

EXHIBIT B

AMENDING ORDINANCE NO. 2018-O-2357 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019.

- 1) Section 9 of Ordinance No. 2018-O-2357 is hereby amended to reflect an increase in the appropriations of the #214 State Highway Maintenance Fund, Transfers of \$100,218.00.
- 2) Section 27 of Ordinance No. 2018-O-2357 is hereby amended to reflect an increase in the appropriations of the #406 Capital Improvements Fund, as follows:
 - a. Subsection c) Capital, Operations and Capital of \$100,218.00.

State Highway Maintenance Fund	\$100,218.00
Capital Improvements Fund	\$100,218.00

AI-6505

Topics of Discussion G.

Council Work Session

Meeting Date: 08/20/2019

Investment Policy Update

Submitted By: Jim Bell

Department: Finance

Division: Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/20/2019

Audio-Visual Needs: None

Emergency Legislation?: No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Investment Policy Update

Purpose and Background

Each municipality in Ohio is required by Ohio Revised Code Chapter 135 to adopt an investment policy and file such policy in the office of the Auditor of State. It is the recommendation of City Staff to update the City of Huber Heights Investment Policy to reflect changes to ORC Chapter 135 and allow for all permissible investment options authorized by the State of Ohio. Updating the City investment policy was one of the goals for the Finance Department in the 2018 Strategic Plan.

Fiscal Impact

Source of Funds: N/A

Cost: \$0.00

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Resolution
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2019-R-

ESTABLISHING AN INVESTMENT POLICY FOR THE CITY OF HUBER HEIGHTS, OHIO.

WHEREAS, each municipality in Ohio is required by Ohio Revised Code Chapter 135 to adopt an investment policy and file such policy in the office of the Auditor of State; and

WHEREAS, an investment policy is adopted to ensure that public funds are invested in a manner which will provide the highest investment return with the maximum security, safety and preservation of principal while meeting the daily cash flow demands of the City; and

WHEREAS, the Director of Finance is the investment officer for the City of Huber Heights, Ohio, charged with the responsibility for the purchase and sale of investments and the carrying out of this Investment Policy as stated in Section 7.06 of the City Charter of Huber Heights, Ohio.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. That this Council hereby adopts the investment policy as set forth in Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

CITY OF HUBER HEIGHTS

EXHIBIT A - INVESTMENT POLICY

Governing Authority

This document, in conjunction with the Ohio Revised Code ("ORC"), as amended, will govern the investments and the investment activities of the City of Huber Heights ("City"). It will be reviewed annually for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

Purpose

The purpose of the investment policy is to ensure that the City's Investment objectives of Safety, Liquidity and Return are adhered to while conforming to all applicable statutes governing the investment of public funds by an Ohio Municipality.

Scope

This investment Policy applies to all financial assets of the City, including State and Federal funds held by it. Except for cash in certain restricted and special funds and at the discretion of the Director of Finance, the City of Huber Heights can consolidate cash balances from multiple funds to maximize investment earnings. The funds will be consolidated by all enterprise funds and all non-enterprise funds. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. Any practice not clearly authorized under these policies or ORC Chapter 135 is prohibited. The guidance set forth herein is to be strictly followed by all those responsible for any aspect of the management or administration of these funds.

Objectives

The primary objectives, in order of priority, of the City's investment activities shall be:

- 1) Safety: Safety of principal is the foremost objective of the investment program. City investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- 2) Liquidity: The portfolio should be managed in such a manner to assure funds are available to meet those immediate and or future obligations of the City.
- 3) Return: The portfolio shall be managed in such a fashion as to attain a market rate of return throughout budgetary and economic cycles, within the context and parameters set forth by objectives 1 and 2 above.

CITY OF HUBER HEIGHTS

EXHIBIT A - INVESTMENT POLICY

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived.

The standard of prudence to be used by the Director of Finance and others involved in the management of the investment portfolio shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. Acting in accordance with this Investment Policy and exercising due diligence shall relieve the Director of Finance and others involved in the management of the portfolio from personal responsibility for an individual security's credit risk or market price changes, provided deviations from the expectations are reported to the Council in a timely fashion and appropriate action is taken to control adverse developments.

Service Providers, Safekeeping and Custody

The City may engage the services of an investment advisor to assist in the management of the investment portfolio in a manner consistent with this investment policy. Such investment advisor may be granted discretion to purchase and sell investment securities in accordance with this investment policy. The investment advisor must be licensed by the division of securities under ORC Section 1707.141 or registered with the Securities and Exchange Commission, and possess experience in public funds investment management specifically in the area of state and local government investment portfolios, or the investment advisor is an eligible institution as mentioned in ORC Section 135.03. The investment advisor must enter into a written investment advisory agreement with the City. In addition, the investment advisor must supply a copy of their Form ADV Part 2, or make a copy available, on an annual basis.

Should the City choose not to engage the services of an investment advisor, then a list will be maintained of financial institutions and broker/dealers who provide investment services. All financial institutions and broker/dealers with which the City conducts business must supply proof of Financial Industry Regulatory Authority ("FINRA") registration and State of Ohio registration, as appropriate. The Director of Finance is responsible for evaluating and reviewing on an annual basis the regulatory status of such financial institutions and broker/dealers.

The City will also arrange to have any investment securities held in safekeeping by an independent third-party custodian. Any advisor or broker/dealer doing business with the City cannot serve as a custodian or safekeeping agent. Investment securities should be settled to the custody account on a delivery-versus-payment (DVP) basis, as previously noted. The custodian must enter into a written custodial agreement with the City.

In accordance with ORC, a copy of this policy will be forwarded to each investment advisor, financial institution and broker/dealer doing investment business with the City. Their signature will be required indicating that they have received, read, comprehend and will abide

CITY OF HUBER HEIGHTS

EXHIBIT A - INVESTMENT POLICY

by its contents when managing assets or recommending or selling any investment security to the City. Any third-party custodian providing services is excluded from this requirement as long as they will not be managing assets, recommending, or selling any investment security to the City.

Authorized Investments

The City is permitted to invest in any security authorized by ORC Chapter 135 and any other relevant sections, as amended. Those securities include, but are not limited to, the following:

1. Bonds, notes, or other obligations of or guaranteed by the United States, or those for which the faith of the United States is pledged for the payment of the principal and interest thereon.
2. Bonds, notes, debentures, or any obligations or securities issued by any federal government agency or instrumentality. All federal government agency or instrumentality securities must be direct issuances of the federal government agency or instrumentality.
3. Interim deposits in the eligible institutions applying for interim monies as provided in ORC Section 135.08. The award of interim deposits shall be made in accordance with ORC Section 135.09.

This includes investments in Certificates of Deposit with FDIC insurance coverage on the full amount of deposit plus accrued interest administered through the Certificate of Deposit Account Registry Service (CDARS). Eligibility of this investment is outlined in ORC Section 135.144 and would also apply to any other program that is deemed to meet the requirements of such statute.

All deposits shall be collateralized or FDIC insured pursuant to ORC.

4. Bonds and other obligations of the State or its political subdivisions provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply:
 - a) The bonds or other obligations are payable from general revenues of the political subdivision and backed by the full faith and credit of the political subdivision.
 - b) The bonds or other obligations are rated at the time of purchase in the three highest classifications established by at least one nationally recognized standard rating service and purchased through a registered securities broker or dealer.
 - c) The aggregate value of the bonds or other obligations does not exceed 20% of the City's interim funds at the time of purchase.

CITY OF HUBER HEIGHTS

EXHIBIT A - INVESTMENT POLICY

- d) The City is not the sole purchaser of the bonds or other obligations at original issuance.

No investment shall be made under this section unless the Director of Finance has completed the necessary training as approved by the Treasurer of State of Ohio.

- 5. Up to 40% of interim funds at time of purchase in either of the following:

- a) Commercial Paper notes issued by an entity that is defined in ORC Section 1705.01 division (D) and that has assets exceeding five hundred million dollars, to which notes all of the following apply:

- i. The notes are rated at the time of purchase in the highest classification established by at least two nationally recognized standard rating services.
- ii. The aggregate value of the notes does not exceed ten percent of the aggregate value of the outstanding commercial paper of the issuing corporation.
- iii. The notes mature no later than 270 days after purchase.
- iv. The investment in commercial paper notes of a single issuer shall not exceed 5% of the City's interim funds at time of purchase.

- b) Bankers Acceptances of banks that are insured by the Federal Deposit Insurance Corporation and the obligations mature no later than 180 days after purchase.

No investment shall be made under this section unless the Director of Finance has completed the necessary training as approved by the Treasurer of State of Ohio.

- 6. No-load money market mutual funds consisting exclusively of securities described in paragraphs 1 and 2 of this Section and repurchase agreements secured by such obligations, provided that the investments in securities described in the division are made only through eligible institutions mentioned in ORC Section 135.03.

- 7. Written repurchase agreements that set forth terms and conditions of the agreement between the parties for a period of not to exceed 30 days with any eligible institution mentioned in ORC Section 135.03 or a member of FINRA, under the terms of which agreement, the Director of Finance purchases and such institution agrees unconditionally to repurchase any securities listed in division 1 or 2 of this section that will mature or are redeemable within five years of the date of purchase. The market value of the securities subject to the repurchase agreement must exceed the principal value of the agreement by at least two percent and be marked to market daily. Such agreement shall include the face

CITY OF HUBER HEIGHTS

EXHIBIT A - INVESTMENT POLICY

amount of the securities, type, rate, maturity date and the numerical identifier.

8. The Ohio Subdivision's Fund (STAR Ohio) and the STAR Plus Federally Insured Cash Account.

Maximum Maturities

The maximum maturity for any investment including certificates of deposit will be five (5) years from the date of purchase unless, as per ORC, the investment is matched to a longer term liability of the City. Investments shall be made with the reasonable expectation they can be held to maturity. Securities may be redeemed or sold prior to maturity to meet additional liquidity needs, to enhance the yield of the portfolio, to re-structure the portfolio or to realize any capital gains.

Prohibited Investment Practices

The City is prohibited by state law from investment in stripped principal or interest obligations, reverse repurchase agreements and derivatives. The issuance of taxable notes for the purpose of arbitrage, as well as the use of leverage and short-term selling is also prohibited.

Any investment currently held in the portfolio that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Ethics and Conflict of Interest

Persons involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment consultants shall disclose to the City any material financial interests in financial institutions that conduct business within the City and any material personal financial or investment positions that could be related to, or affected by, the performance of the City's portfolio. All employees, officers and investment consultants to the City shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

Internal Controls

The Director of Finance shall develop and maintain procedures for the operation of the City's investment program in accordance with this Investment Policy. These procedures shall be designed to prevent loss of the City's funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. The Director of Finance shall routinely monitor the contents of the City's investment portfolio and the available markets. A detailed inventory of all investments which shall include a description of each security, cost, par value, rate of return, along with the settlement and maturity dates, shall be available upon request.

The Director of Finance shall participate in any beginning and/or continuing education

CITY OF HUBER HEIGHTS EXHIBIT A - INVESTMENT POLICY

training programs sponsored by the State Treasurer or the State Auditor. Through participation in those programs, the Director of Finance will develop and maintain an enhanced background and working knowledge in investment, cash management, and ethics.

CITY OF HUBER HEIGHTS

EXHIBIT A - INVESTMENT POLICY

Investment Policy Adoption

This Investment Policy adopted on _____ shall be filed in the office of the Auditor of State. The policy shall be reviewed on a periodic basis by the Council or a committee designated by it and any modifications made thereto must be approved by the Council and, upon adoption, filed in the office of the Auditor of State.

CITY OF HUBER HEIGHTS

EXHIBIT A - INVESTMENT POLICY

CERTIFICATION OF UNDERSTANDING AND ACCEPTANCE.

I, the undersigned acknowledge that I am authorized to sign this policy on behalf of my employer and have received and read this investment policy established by the City of Huber Heights and will abide by the guidelines set forth.

Firm/Company: _____

By: _____

Title: _____

Date: _____

AI-6507

Topics of Discussion H.

Council Work Session

Meeting Date: 08/20/2019

Right Of Way Permits - City Code Amendment

Submitted By: Stephanie Wunderlich

Department: Engineering **Division:** Engineering

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/05/2019 and 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Right Of Way Permits - City Code Amendment

Purpose and Background

This legislation is to adopt a proposed revision to Section 903.02 of the Huber Heights City Code requiring a penalty (fine) to anyone who does not get a right of way permit before starting or doing work within the City's dedicated right of way. Revisions have been made to the legislation since the last Council Work Session concerning the penalty amount and the action that is taken when a permit is not obtained.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2019-O-

AMENDING PART NINE - STREETS AND PUBLIC SERVICES CODE; TITLE ONE - STREET AND SIDEWALK AREAS; CHAPTER 903 - CONSTRUCTION AND IMPROVEMENTS IN PUBLIC RIGHT OF WAY; SECTION 903.02 - PERMIT REQUIRED FOR EXCAVATION OR CONSTRUCTION OF THE HUBER HEIGHTS CITY CODE.

WHEREAS, a permit for excavation or construction in the City right of way is required by Section 903.02 of the Huber Heights City Code; and

WHEREAS, from time to time excavation or construction in the City right of way is undertaken by persons without first obtaining a permit; and

WHEREAS, much of the City's right of way contains above ground and underground facilities, both public and private including but not limited to sanitary and storm sewer lines, water mains, gas line, fiber optics, electrical lines, telephone lines, and cable lines (collectively and individually "facilities"); and

WHEREAS, excavation or construction in the City right of way can result, and in the past has resulted, in costly damage to facilities in the right of way, as well as adversely affecting adjacent business operations and residential service by those served by such facilities; and

WHEREAS, when such damage is done by a person without a permit, City staff is required to conduct additional inspections and/or incur additional time and expenses that could be avoided by complying with Section 903.02; and

WHEREAS, a permit is not obtained under 903.02 the City has no chance to inspect the work to assure it is done to City specifications thereby resulting in the tearing out and re doing of such work at additional costs to the resident, business and City; and

WHEREAS, enforcement of Section 903.02 is limited to timely and costly criminal prosecution that provides minimal penalties; and

WHEREAS, the City has determined that it is in the best interest of citizens of Huber Heights to provide certain civil penalties for a violation of Section 903.02; and

WHEREAS, in the case of State ex rel. Ohio Atty. Gen. v. Shelly Holding Co., 191 Ohio App.3d 421, the Court noted: "In order to be an effective deterrent to violations, civil penalties should be large enough to hurt the offender but not cause bankruptcy."; and

WHEREAS, under the law a court may consider, among other things, the following factors in assessing a civil penalty: the perpetrator's defiance, or indifference to the law; the financial gain that accrued; the environmental harm that resulted; and the extraordinary costs incurred in enforcement of the law;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Huber Heights, Ohio that:

Section 1. Huber Heights City Code Section 903.02 is hereby amended by the addition of a financial penalty such that the section as amended will read:

903.02 - Permit required for excavation or construction.

(a) No person, firm, corporation or political subdivision, whether an abutting owner or tenant or otherwise, shall do or permit to be done by its agents, contractors or employees, without first having obtained a permit from the City Engineer or his duly authorized representative to do any of the following acts:

(1) Make any excavations in any public right-of-way, street, sidewalk space, alley, lane or other public way or place;

(2) Remove, break or make holes in any pavement of the streets, alleys, driveway aprons, sidewalk spaces or other public ways or places, or cut any curb;

(3) Construct, build, erect or place any article or structure in or upon, over or under a street, driveway apron, sidewalk, alley, lane, sidewalk space, public right-of-way or place;

(4) Make any improvement or change in the surface of any street, alley, lane, sidewalk or sidewalk space, or any other public right-of-way or place by grading, placing base stone paving or laying sidewalks or curbing, or place or paint any sign or advertising matter on the surface of any such place;

(5) Construct, build or maintain any driveway apron over or through any gutter, curb, tree lawn or sidewalk.

(b) Except in the case of an emergency as provided in 903.07 of this Chapter, any person, firm, corporation or political subdivision that does or permits to be done any of the items (a)(1)-(5) listed above, without a valid permit from the City Engineer or his duly authorized representative shall:

(1) pay for and obtain a permit for such work and otherwise comply with the provisions of this Chapter 903; and

(2) be assessed by the City Engineer a civil penalty of not more than one thousand dollars for the first such violation.

The appropriateness and amount of the civil penalty shall be based upon the perpetrator's defiance or indifference to the law; any environmental harm that resulted; the costs incurred in enforcement of this section. For the second offense occurring not sooner than 20 days and not later than two years after the first offense, in addition to obtaining a permit as stated in section (b)(1), a civil penalty of \$1,500.00, shall be assessed no portion of which may be suspended. For a third offense and each subsequent offense occurring not sooner than 20 days after the second offense and not later than two years after the first offense, in addition to obtaining a permit as stated in section (b)(1), a civil penalty of \$2,500.00, shall be assessed for each such violation, no portion of which may be suspended.

(c) Except in the case of an emergency as provided in 903.07 of this Chapter, any person, firm, corporation or political subdivision that does or permits to be done any of the items (a)(1)-(5) listed above, without a valid permit from the City Engineer or his duly authorized representative may require the removal of any work that normally would have required inspection prior to installation.

(d) In addition to the civil penalty, if excavation or construction in the City right of way is undertaken without a permit as provided in this section, the City Engineer may issue a stop work order until such time as a permit is obtained and any prior work has been inspected as for conformance with the standard plans and specifications established by the City Engineer. Prior to vacating the work site under this provision, the contractor(s) subject to such stop work order shall be responsible for securing the work site in manner which protects the public's health, safety, and well-being as determined by the City Engineer.

(e) Nothing herein shall limit the City's ability to proceed with criminal prosecution and seek the penalties under section 903.99 or prevent or otherwise limit any other remedies available to the City under this Chapter or otherwise.

(f) Any party aggrieved by the penalty imposed herein may file a written appeal to the City Manager within ten (10) days of the date of the imposition of the Civil Penalty under the same process as set forth in section 920.07 of the Huber Heights Code.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-6495

Topics of Discussion I.

Council Work Session

Meeting Date: 08/20/2019

Brandt Pike/Chambersburg Road Mast Arm Installation - Award Contract

Submitted By: Hanane Eisentraut

Department: Engineering

Division: Engineering

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/20/2019

Audio-Visual Needs: None

Emergency Legislation?: No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Brandt Pike/Chambersburg Road Mast Arm Installation - Award Contract

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with Bansal Construction, Inc. for the installation of mast arm traffic signal at the Brandt Pike and Chambersburg Road intersection at a cost not to exceed \$475,000.

Fiscal Impact

Source of Funds:

Capital Fund

Cost:

\$475,000

Recurring Cost? (Yes/No):

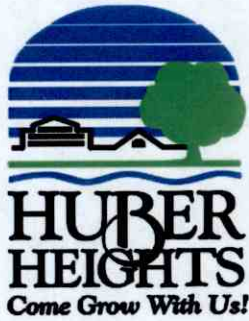
No

Funds Available in Current Budget? (Yes/No): Yes

Financial Implications:

Attachments

Bid Results
Resolution



CITY OF HUBER HEIGHTS
CHAMBERSBURG & BRANDT MAST ARM INSTALLATION
BID RESULT
BID DATE: AUGUST 2, 2019

CONTRACTOR'S NAME	BID AMOUNT
Capital Electric	\$ 446,569.57 310 Calendar Days
	Bid Bond - Yes
Bansal	\$ 421,914.46 180 Calendar Days
	Bid Bond - Yes

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2019-R-

TO INCREASE THE NOT TO EXCEED AMOUNT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE BRANDT PIKE AND CHAMBERSBURG ROAD MAST ARM INSTALLATION PROJECT.

WHEREAS, City Council authorized the receipt of bids for the Brandt Pike and Chambersburg Road Mast Arm Installation, which were received on August 2, 2019; and

WHEREAS, funds are available to cover the cost of this improvement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The City Manager is hereby authorized to award a contract to Bansal Construction, Inc. as the lowest and best bidder for the Brandt Pike and Chambersburg Road Mast Arm Installation Project at a cost not to exceed \$475,000.00.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of Ohio Revised Code.

Section 3. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-6497

Topics of Discussion J.

Council Work Session

Meeting Date: 08/20/2019

Montgomery County Intermunicipal Waste Services Agreement

Submitted By: Jamie Frey

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Montgomery County Intermunicipal Waste Services Agreement

Purpose and Background

This legislation authorizes City Manager to enter into the Intermunicipal Waste Services Agreement, as proposed by the Solid Waste Management Policy Committee for waste services. Gerald McDonald amended the agreement by adding Article XVII to address the portion of Huber Heights that is in Miami County.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Resolution
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2019-R-

APPROVING THE MONTGOMERY COUNTY INTERMUNICIPAL WASTE SERVICES AGREEMENT.

WHEREAS, the Montgomery County Solid Waste Management District, by its Solid Waste Management Policy Committee, has adopted a Solid Waste Management Plan for the District; and

WHEREAS, the City Council of the City of Huber Heights has reviewed the agreement; and

WHEREAS, this agreement supersedes the 1985 Waste Delivery and Disposal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The Montgomery County Intermunicipal Waste Services Agreement, as proposed by the Solid Waste Management Policy Committee on August 29, 2018, attached hereto as Exhibit A is hereby approved.

Section 2. Council authorizes the City Manager, or his designee, to enter into the Montgomery County Intermunicipal Waste Services Agreement as proposed by the Solid Waste Management Policy Committee for waste services.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the _____ day of _____, 2019;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

MONTGOMERY COUNTY-INTERMUNICIPAL WASTE SERVICES AGREEMENT

Between the
COUNTY OF MONTGOMERY
And
City of Huber Heights

Dated as of _____, 2019

MONTGOMERY COUNTY-INTERMUNICIPAL WASTE SERVICES AGREEMENT

INTRODUCTION

This Montgomery County-Intermunicipal Waste Services Agreement (the "Agreement") is entered as of _____, 2019 by the County of Montgomery, Ohio (the "County"), acting by and through its Board of County Commissioners (the "Board") and on behalf of the Montgomery County Waste District (the "District"), and City of Huber Heights, a political subdivision of the State of Ohio and a member of the District (the "District Member"). This Agreement arises in the following context:

The Board and the District Members entered into the previous Waste Delivery and Disposal Agreement in 1985, which was subsequently amended. With the desire to replace the 1985 Waste Delivery and Disposal Agreement, and the intent to be legally bound, the County and District Member agree as follows:

ARTICLE I

PRIOR AGREEMENTS SUPERCEDED

1.1 This Agreement supersedes the 1985 Waste Delivery and Disposal Agreement, as amended, and all other agreements between the County and the District Member relating to the management of Disposable Solid Waste. Said agreements are hereby terminated as of the Effective Date of this Agreement, which is the date specified in Section 8.1 of this Agreement.

ARTICLE II

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

Annual Property Charge means the charge established by the Board and assessed annually with respect to the cost of the County's solid waste management infrastructure and services upon the owner of each lot within the County insofar as the lot currently has, or is in the process of being improved with, at least one permanent, portable, or temporary building.

Debt Obligations means any bond, note, certificate of indebtedness, or other indebtedness of the County issued prior to or subsequent to the date of this Agreement with respect to the Solid Waste Processing and Transfer Facilities, including any obligation or portion thereof issued to refinance or refund any previously issued indebtedness of the County with respect to the Solid Waste Processing and Transfer Facilities.

Debt Service means the required installment payments of the principal amount of Debt Obligations, together with interest on Debt Obligations and any premium.

Disposable Solid Waste means all trash or rubbish ordinarily produced by a family or other household at its private residence, including without limitation single- and multiple-household dwellings as well as waste from any commercial, agricultural or industrial activity conducted on those premises insofar as the waste is similar in composition and quantity to domestic waste from a household, and similar general municipal wastes generated in offices, restaurants, hospitals, retail establishments, and other businesses and industry insofar as such trash, rubbish or waste is similar to household waste and generated from a source within the political boundaries of the County. Disposable Solid Waste includes Yardwaste and White Goods, as defined herein, but excludes Unacceptable Waste and "source separated recyclable materials," as that term is defined Section 343.01(M)(1) of the Ohio Revised Code, including source separated Yardwaste. Disposable Solid Waste includes other wastes if deemed acceptable by the County under this Agreement.

District Member means each political subdivision, other than the County, that obligates itself to deliver Disposable Solid Waste to the Solid Waste Processing and Transfer Facilities pursuant to this Agreement or another agreement with terms substantially similar to those in this Agreement.

Financing Requirements means, with respect to Debt Obligations, the Debt Service on such obligations as it is due and payable on specified dates and, insofar as they are not otherwise included in Debt Service, each of the following: (a) prorated fees representing financing costs (either initial or ongoing) of the County; and (b) the funding of any reserve, replacement, working capital or similar funds required by any instrument that specifies the County's duties

with respect to the Debt Obligations. "Financing Requirements" also includes any payments or deposits of funds in addition to operation and maintenance expenses and Debt Service that are required under any indenture or other instrument issued in conjunction with the Debt Obligations.

Operational Rules means the Montgomery County Solid Waste District Operational Rules adopted by the Board, as they may change from time-to-time, for the operation and management of the District including without limitation operation and management of the Solid Waste Processing and Transfer Facilities.

Solid Waste Management Plan means the Plan adopted in accordance with Section 3734.54 *et seq.* of the Ohio Revised Code.

Solid Waste Processing and Transfer Facilities means all facilities, buildings, property, and supporting appurtenances owned, operated, managed, identified, designated or otherwise approved by rule or resolution of the Board, as they may change from time-to-time, for management, processing or other disposition of Disposable Solid Waste, and includes, by way of example and without limitation, such equipment as may be required to transport Disposable Solid Waste to processing and recycling facilities, landfills and other disposal sites, all supporting equipment and appurtenances, combustion equipment and supporting appurtenances, as well as such recovery equipment as may be installed to recover or recycle any materials or energy from Disposable Solid Waste.

Tipping Fee means the per unit charge or charges (such as a per ton amount) levied by and assessed by the County for Disposable Solid Waste delivered to the Solid Waste Processing and Transfer Facilities.

Unacceptable Waste has the meaning set forth in the Operational Rules.

White Goods means articles of Disposable Solid Waste that may require special handling and management, including stoves, ranges, refrigerators (including refrigerants contained therein such as chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs)), dishwashers, and other appliances similar to those listed above.

Yardwaste means discarded organic material such as wood chips, branches, leaves, flowers, shrubs, grass and other similar organic material.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 The County represents and warrants to the District Member that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the County's governing body and that the Agreement constitutes a legal, valid and binding obligation of the County in accordance with its terms.

3.2 The District Member represents and warrants to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the District Member's governing body, is fully consistent with the laws, rules and ordinances of the District Member, and that this Agreement constitutes a legal, valid and binding obligation of the District Member in accordance with its terms.

3.3 The County represents and warrants to the District Member, and the District Member represents and warrants to the County, that to the best of each of their knowledge there is no pending or threatened litigation or government proceeding that would adversely affect the performance of their respective obligations under this Agreement.

ARTICLE IV

OBLIGATIONS OF THE COUNTY

4.1 The County shall accept or cause to be accepted from the District Member at the Solid Waste Processing and Transfer Facilities all Disposable Solid Waste generated from within the boundaries of the District Member, and shall arrange for environmentally sound and otherwise proper processing, disposal or other management of all of the Disposable Solid Waste that is delivered to the Solid Waste Processing and Transfer Facilities.

4.2 (a) To the extent the District Member's performance under this Agreement results in the District Member or the District incurring liability and associated costs under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675 (commonly known as "Superfund liability"), all such costs, including all expenses of litigation or settlement, shall be treated, subject to Section 4.2(b) hereof, as obligations of the District on the same basis as other obligations of the District under this Agreement.

(b) Pursuant to Ohio Revised Code Section 5705.44, funds for satisfaction of the obligations described in Section 4.2(a) shall be expended only from earnings of the District as currently deposited into Montgomery County Treasury Sub-Fund 559, a sub-fund of Montgomery County Treasury Fund 299, or a successor or substitute fund or sub-fund used for a similar purpose. These obligations shall be limited to earnings of the District that have been deposited in Sub-Fund 559 or successor or substitute fund or sub-fund used for a similar purpose, and the obligations shall not exceed the amount of earnings of the District that have been deposited into the above-referenced fund(s) or sub-fund(s).

4.3 The County shall establish and collect, and from time-to-time revise and update as necessary, Annual Property Charges and Tipping Fees sufficient to recover all of the costs incurred and expenditures made to operate and maintain the Solid Waste Processing and Transfer Facilities. The cost recovered through the Annual Property Charges and Tipping Fees include without limitation: (a) all costs for operation and maintenance for the Solid Waste Processing and Transfer Facilities; (b) the Financing Requirements; (c) and sufficient reserves, as determined by the County in its sole discretion, for future maintenance, repair and replacement of the Solid Waste Processing and Transfer Facilities including all associated equipment and structures.

4.4 The County shall maintain and enforce the Operational Rules.

4.5 The recommendations of the Solid Waste Advisory Committee ("SWAC"), which has been established by various Board resolutions, shall be considered by the County prior to its

adoption of Annual Property Charges and Tipping Fees to which Section 4.3 refers and the Operational Rules to which Section 4.4 refers.

4.6 In the unlikely event that the Solid Waste Processing and Transfer Facilities are not available to receive Disposable Solid Waste, the District Member, as directed by the County, shall undertake reasonable efforts to deliver or cause delivery of such Disposable Solid Waste to an alternative facility (or facilities) designated by the County for waste processing and transportation. In the circumstances described in the preceding sentence, the following shall apply:

- (a) If the District Member collects Disposable Solid Waste generated within the District Member's political boundaries, it shall continue to pay the applicable Tipping Fees and the County shall (i) pay the applicable charges with respect to such alternative facility and (ii) credit a subsequent invoice to the District Member for Tipping Fees with the substantiated amount of unavoidable costs or expenses, if any, the District Member incurred for waste transportation due to use of such alternative facility.
- (b) Alternatively, if the District Member contracts with a commercial hauling company for collection of Disposable Solid Waste generated within the District Member's political boundaries, and use of the alternative facility causes the hauler to incur substantiated and unavoidable costs or expenses that it would not otherwise have incurred, the County will reimburse the District Member insofar as it is contractually obligated to reimburse the hauler for such costs.

ARTICLE V

OBLIGATIONS OF DISTRICT MEMBERS

5.1 The District Member shall deliver or cause to be delivered to the Solid Waste Processing and Transfer Facilities, or other such facilities as the County may designate as set forth in Section 4.6 of this Agreement, all Disposable Solid Waste generated or collected within the District Member's political boundaries. The District Member, however, shall not deliver or

cause the delivery of any Unacceptable Waste or other types of solid waste, refuse or garbage for which delivery to the Solid Waste Processing and Transfer Facilities is prohibited pursuant to the Operational Rules.

5.2 The District Member agrees to pay the Tipping Fees established by the County, which may be modified by the County from time-to-time, for all Disposable Solid Waste delivered to the Solid Waste Processing and Transfer Facilities by or on behalf of the District Member.

5.3 The District Member further agrees to take such steps as are necessary to cause private collectors and haulers of Disposable Solid Waste operating within the District Member's political boundaries to deliver to the Solid Waste Processing and Transfer Facilities, or such other facilities as the County may reasonably designate in the event that the Solid Waste Processing and Transfer Facilities are unavailable, all Disposable Solid Waste the private collectors and haulers collect within the political boundaries of the District Member and to pay the Tipping Fees established by the County, as the Tipping Fees may be modified by the County from time-to-time. The above-stated obligation for delivery of Disposable Solid Waste and payment of the associated Tipping Fees shall be included as a contract term if the District Member contracts with a private hauler or collector for collection of Disposable Solid Waste generated within the District Member's political boundaries. In the event that a District Member does not contract with a private hauler or collector for collection of Disposable Solid Waste, nothing in this Agreement is intended to depart from the restriction in Ohio Revised Code § 343.01(I)(2) on the applicability of designation authority with respect to source separated recyclable materials. Payment of Tipping Fees by a private collector and hauler shall satisfy the obligation of the District Member to pay Tipping Fees as required by Section 5.2.

5.4 If at any time during the term of this Agreement (i) a District Member does not have a fully operative contract with a private hauler or collector for collection of all Disposable Solid Waste generated within the District Member's political boundaries and (ii) the County's Director of Environmental Services (or another County representative with comparable responsibility for administration of this Agreement) advises the District Member that a private

hauler or collector collecting Disposable Solid Waste generated within the District Member's political boundaries is not delivering all such Disposable Solid Waste to the Solid Waste Processing and Transfer Facilities, the District Member shall within 120 days thereafter, unless otherwise agreed to in writing by the County, enter a contract with a private hauler or collector for collection of all Disposable Solid Waste generated within the District Member's political boundaries and delivery of that Disposable Solid Waste to the Solid Waste Processing and Transfer Facilities.

5.5 The County and the District Member expressly recognize that the County is a third party beneficiary of the District Member's agreement with each private hauler or collector for collection of Disposable Solid Waste, and the County is entitled to enforce the delivery requirements of those agreements on the same basis as the District Member as if the County would be a party to the agreements.

ARTICLE VI

FORCE MAJEURE

6.1 For the purposes of this Article VI, the term Force Majeure shall mean any cause beyond the reasonable control of the party whose performance is affected, including without limitation acts of God, war, riot, fire, explosion, wind storm, flooding, labor disputes, military or usurped power, sabotage, inability to obtain or use fuel, power or raw materials, shortage or failure of the usual means of transportation, court injunction, accident or breakdown of machinery or equipment, or action taken by any governmental authority which prevents or hinders performance of the parties' obligations under this Agreement (except insofar as the governmental action in question was taken by the County or the District Member).

6.2 In fulfilling the obligations hereunder, except with regard to the payment of Tipping Fees by the District Member, neither the County nor the District Member shall be liable for delay or failure to perform caused by reason of Force Majeure. The District Member's obligations to deliver Disposable Solid Waste, as required hereunder, and the County's obligations to accept Disposable Solid Waste in accordance with the terms and conditions hereof,

shall be suspended, respectively, for the period of the Force Majeure event and the respective party's time for performance shall be extended accordingly. The obligation to pay Tipping Fees shall not be affected in any way by reason of Force Majeure.

6.3 In the event of any delay in performance caused by Force Majeure, the affected party shall notify the other by telephone within 2 business days of the onset of the Force Majeure event and provide written confirmation within 7 business day of the onset of the Force Majeure event. The telephone notification and written confirmation shall identify: (i) the date on which the Force Majeure event commenced; (ii) its estimated duration; and (iii) its estimated impact, including cost impact, on the party's respective obligations under this Agreement.

6.4 If, due to Force Majeure, either the County or a District Member shall have been excused for a period of time from performance of its obligations under this Agreement and is able to commence or resume performance in accordance with the provisions hereof, the County shall cooperate with the District Member and use its best efforts to accept at the Solid Waste Processing and Transfer Facilities all of the Disposable Solid Waste the District Member accumulated during the period of the excused performance, provided that receipt and processing of the accumulated Disposable Solid Waste at the Solid Waste Processing and Transfer Facilities can be implemented in a manner that is: (i) within the design limitations of the Solid Waste Processing and Transfer Facilities; (ii) efficient, sanitary and consistent with the contractual obligations of the County to others with respect to availability of the Solid Waste Processing and Transfer Facilities; and (iii) is not contrary to or in violation of any permit, law, regulation, ordinance, or order of any federal, state or local authority or agency thereof (except for any law, regulation, ordinance or order of the District Member), or any applicable and legally binding judicial decision or order.

ARTICLE VII

DISPUTE RESOLUTION

7.1 If any dispute arises between the County and the District Member concerning this Agreement, they shall use their best efforts to resolve the dispute by mutual agreement.

7.2 In the event of such claim, controversy or other dispute between the County and the District Member arising out of or relating to this Agreement, representatives of the County and the District Member authorized to resolve the dispute shall meet in person and make a good faith effort to negotiate a settlement of such dispute. Unless otherwise agreed by the parties, the meeting shall take place within 5 business days of the adverse party's receipt from the other party of a written notice of the dispute. If the dispute is not resolved at the meeting, and absent an agreement by both parties to continue the informal dispute resolution process, either party can declare the informal dispute resolution process ended with respect to the matters at issue. No statement, written or oral, made by any representative of either party during the informal dispute resolution process shall be admitted into evidence for any purpose during any subsequent litigation, regardless of whether the litigation is in court or before an arbitrator.

7.3 Notwithstanding the foregoing, the informal process for dispute resolution shall not prevent either party from pursuing limited judicial remedies where immediate action is necessary to prevent irreparable injury.

7.4 Absent informal resolution of a dispute, the County and the District Member can agree to arbitrate any dispute arising out of this Agreement. Unless otherwise agreed in writing, the County and the District Member shall continue to perform their respective obligations under this Agreement during any arbitration proceeding.

7.5 Subject to Sections 7.1 and 7.2, nothing in this Agreement restricts the rights of the County or the District Member to pursue all remedies available at law or equity for protection and enforcement of their respective rights under this Agreement.

7.6 The rights, obligations, and remedies of the parties under this Agreement shall be interpreted and governed in all respects by the laws of the State of Ohio. Any litigation concerning any dispute that arises out of or relates to this Agreement or the breach thereof, whether arising at law or in equity, based upon statutory or common law, or asserting claims based on contract, tort or otherwise, shall be brought and conducted exclusively in a court of the State of Ohio in Montgomery County, Ohio.

ARTICLE VIII
TERM OF AGREEMENT

8.1 The term of this Agreement shall commence on the date that it is executed by the Board on behalf of the County ("the Effective Date") and shall continue until the following, which is referred to below as the "Termination Date": 20 years from the date that the County executes this Agreement. This Agreement shall continue automatically beyond the Termination Date unless either the County or the District Member elects to terminate this Agreement after having provided to the other not less than one year's prior written notice of the election.

ARTICLE IX
NON-WAIVER

9.1 The waiver by either party of any default or breach of any provision of this Agreement by the other party, regardless of whether the waiver is agreed to in writing or the result of inaction by the non-defaulting (non-breaching) party, shall not operate or be construed to operate as a waiver of any subsequent default or breach or otherwise affect the rights of the waiving party with respect to any subsequent default or subsequent breach of this Agreement.

ARTICLE X
AMENDMENTS, CHANGES AND MODIFICATIONS

10.1 This Agreement shall not be amended except in writing signed on behalf of the County and the District Member. No amendment shall become effective except upon the execution of substantially similar amendments by each District Member listed in the resolution of the Board authorizing the execution of this Agreement.

10.2 No amendment to this Agreement shall be effective in the absence of a certificate issued by the appropriate trustees under any indentures securing any Debt Obligations affirming that no covenants in such indentures will be violated by reason of the amendment.

10.3 The Board shall not finance or construct capital improvements, including new or additional facilities to replace or supplement the Solid Waste Processing and Transfer Facilities, prior to submitting to the Financial Advisory Committee ("FAC") and SWAC the Board's plans for those capital improvements and requesting recommendations from the FAC and SWAC with respect to the planned capital improvements, which follows the current established procedure as of the Effective Date.

ARTICLE XI

NOTICES AND CORRESPONDENCE

11.1 All notices pertaining to or affecting performance under this Agreement shall be in writing. While email is encouraged, all notifications shall also be delivered in person or sent by certified mail return receipt requested to the parties as shown below:

For the County:

Email: _____

Postal address: _____

Address for hand-delivery: _____

For the District Member:

Email: _____

Postal address: _____

Address for hand-delivery: _____

The parties are free to change the preceding information by providing notice of the change (or changes) by certified mail. The changes shall become effective 5 days from the other party's receipt of the notice.

ARTICLE XII
ASSIGNMENT

12.1 Except as otherwise provided in this Section 12.1, the rights and obligations of the County or the District Member under this Agreement may be assigned by the County or the District Member. Notwithstanding any such assignment, the County and the District Member, respectively, shall remain liable for all of their obligations under this Agreement except insofar as, and only to the extent that, either may be expressly released of a portion or all of its obligations hereunder by the other party. No assignment hereunder shall be permitted in any case where doing so adversely affects the tax-exempt status of any Debt Obligations or violates any provision of any instrument authorizing or securing any Debt Obligation. In addition, no assignment by a District Member is permitted where such assignment would result in downgrading the credit rating assigned to any Debt Obligations by any nationally recognized credit rating agency.

ARTICLE XIII
INTEGRATED AGREEMENT

13.1 This Agreement, including the recitals hereto, constitutes the entire understanding of the parties with respect to the subject matter and supersedes all prior agreements and negotiations. The parties hereby affirm that the terms, conditions and provisions of this Agreement, and any amendments that may be entered in accordance with its terms, conditions and provisions, shall govern the obligations of the parties.

ARTICLE XIV
BINDING EFFECT

14.1 This Agreement shall inure to the benefit of and shall be binding upon the County and the District Member and their respective legal successors. Any obligations of the County created by or arising out of this Agreement shall be payable out of revenue received from

payment of Annual Property Charges and Tipping Fees and, in the sole discretion of County, from any other source deemed legal and appropriate by the County. Any obligations of the District Member created by or arising out of this Agreement shall be payable from whatever source is deemed legal and appropriate by the District Member.

ARTICLE XV

SEVERABILITY

15.1 In the event that any provision of this Agreement be held invalid, illegal or unenforceable in any respect, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. With respect to any invalidated provision of this Agreement, the parties hereto shall negotiate and in good faith agree to such amendments, modifications or supplements to this Agreement and shall, to the maximum extent practicable, implement and give effect to the intentions of the parties herein.

ARTICLE XVI

COUNTERPARTS

16.1 This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which collectively shall constitute one and the same instrument.

ARTICLE XVII

MIAMI COUNTY

17.1 The parties acknowledge that the District Member's corporate boundaries extend into Miami County. The Disposable Solid Waste covered under this Agreement includes all Disposable Solid Waste in the District Member's corporate boundaries.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ____ day of _____,
2019

BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

Carolyn Rice, County Commissioner

Deborah A. Lieberman, County Commissioner

Judy Dodge, County Commissioner

By _____

Michael Colbert, County Administrator

APPROVED AS TO FORM

Mathias H. Heck, Jr., Prosecuting Attorney

By _____

Assistant Prosecuting Attorney

DISTRICT MEMBER

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

Title: _____

Certification

This shall certify that the funds required to meet the municipality's (or township's) obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, have been lawfully appropriated for such purpose and are in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Ref. R.C. 5705.41.

(Municipality/Township)

Signature

Title: _____

Dated: _____

AI-6502

Topics of Discussion K.

Council Work Session

Meeting Date: 08/20/2019

Municipal Court Building Lease Renewal

Submitted By: Jamie Frey

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Municipal Court Building Lease Renewal

Purpose and Background

This agenda item is for a discussion on extending the lease for the Municipal Court Building through December 31, 2019.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Court Building Lease

Court Building Lease Extension

CONSTRUCTION AND LEASE AGREEMENT

THIS CONSTRUCTION AND LEASE AGREEMENT ("Agreement") is entered into this 12th day of August, 1997, by and between THE CITY OF HUBER HEIGHTS, OHIO ("City") and THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO ("County").

WITNESSETH:

WHEREAS, the City is the owner of property located on the north side of Taylorsville Road, Huber Heights, Ohio, commonly known as the Huber Heights Government Center Complex ("Complex"); and

WHEREAS, Montgomery County presently operates Montgomery County District Court II ("District Court") which serves the jurisdictions of the City of Huber Heights and the City of Riverside; and

WHEREAS, the City of Huber Heights and the City of Riverside are desirous of relocating the District Court into a permanent, long-term court facility; and

WHEREAS, the City is willing to construct a District Court facility adjacent to its Police facility to house the District Court and to lease this facility and certain designated surrounding property to the County; and

WHEREAS, the County has the authority to construct such a court facility pursuant to Ohio Revised Code Section 1907.19; and

WHEREAS, the City has the authority under the Ohio Constitution, its Charter and the laws of the State of Ohio to contract with the County to perform acts which the City or County can do otherwise; and

1. **WHEREAS**, the County wishes to contract with the City pursuant to Ohio Revised Code Section 307.15 to construct on behalf of the County such a court facility adjacent to its Police facility to house the District Court which the County will then lease from the City; and

WHEREAS, the parties desire to enter into this Agreement to insure future housing for the District Court operation.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **SUBJECT OF AGREEMENT.** This Agreement shall be for the construction, occupancy and financing of a facility to house the District Court in the City ("Court Facility") on property owned by the City that is a part of the Complex and which is described on Exhibit A attached hereto and incorporated herein by reference (described herein as "Court Facility Site"). The size of the Court Facility will be determined by the Committee (as defined in Section 4 hereof), after the completion of a space needs analysis by such Committee. The size and description of the Court Facility Site may be amended by the parties as necessary to reasonably accommodate the Court Facility.

2. **USE.** The Court Facility Site may be used for the operation of the District Court or its successors and related governmental purposes and for no other purpose, unless otherwise agreed to by the City, in writing. The City may withhold such consent as it deems to be in its best interests.

3. **CONSTRUCTION AND FURNISHING COSTS.** The City shall be responsible for obtaining financing and paying for the construction and basic furnishing of the Court Facility, in accordance with the schematic, design and construction plans approved by the Committee (as defined in Section 4 hereof) ("Project") and for making all debt retirement payments attributable to such

construction and furnishing. For the purpose hereof, "basic furnishing" means carpeting, tile, window blinds, painting, judge's dais, and judge's railing. Providing and paying for any other furnishings shall be the responsibility of the County. It is understood that the City will not authorize a contract for the Project unless the City reasonably anticipates the total Project costs, including the cost of such contract, will not exceed the total amount identified on Exhibit B, attached hereto ("Total Cost Budget"). The City shall comply with its competitive bidding requirements in construction of the Project.

The City shall be the lawful owner of all the basic furnishings originally installed in the Court Facility by the City as part of the Project. The County shall, however, upon written consent of the City, which consent shall not be unreasonably withheld, have the right to supply additional furnishings directly at the County's expense and shall be the owner of such additional furnishings. The replacement of furnishings shall be the obligation of the County, excluding carpet and floor coverings. To the extent any replaced furnishings were originally installed by the City, the replacement furnishings therefore shall be the property of the City, and to the extent any replaced furnishings were originally installed by the County, the replacement furnishings therefore shall be the property of the County.

4. **DISTRICT COURT REVIEW COMMITTEE.** There shall be created a District Court Review Committee ("Committee") made up of all Judges of the District Court (or their designated representatives), two representatives from the City selected by the City Manager, and one representative from each of the following: the Office of Management and Budget of the County, and the Public Works Management Department of the County. The representative of the Public Works Management Department of the County ("Chairman") shall chair the Committee. The Committee

shall meet from time to time as the Chairman reasonably deems necessary. The Architect and the Project Manager shall only answer to the City but shall consult from time to time with the Committee.

The duties of the Committee shall be to review and approve schematic, design and construction plans for the Court Facility and to make other decisions necessary to complete the Project. The Committee shall review bids for construction of the Project and recommend to City Council regarding those bids.

The exterior of the Court Facility and the Court Facility Site shall be harmonious with the exteriors of the other buildings and sites comprising the Complex. Notwithstanding any provision to the contrary, the City shall have the authority to veto any decision by the Committee approving plans in which the exterior of the Court Facility or Court Facility Site is not harmonious with the buildings and sites comprising the Complex, as reasonably determined by the City. The Court Facility shall be readily identifiable by a sign, located on the Court Facility Building itself, which is harmonious with the signage for the other buildings and sites comprising the Complex, as reasonably determined by the City, and the Court Facility shall also be identified by a sign on the grounds of the Complex visible from Taylorsville Road which is also harmonious with the signs identifying the other buildings and sites comprising the Complex, as reasonably determined by the City. No other signage shall be placed on the exterior of the Court Facility without the approval of both the County and the City. The signage is subject to the approval of the City Planning Commission.

5. **CONDITION PRECEDENT.** The following are conditions precedent to this Agreement: 1) the City obtaining financing for the Project with a term of twenty (20) years at a weighted average interest rate of not greater than six and one-half percent (6-1/2%) per annum and otherwise on reasonable terms and conditions as determined by the City; 2) adoption by the City of

a resolution approving this Agreement; 3) adoption by the County of a resolution approving this Agreement; and 4) acquisition by the City of the land from the United States Federal Government, which comprises part of the Court Facility Site. In the event such conditions precedent do not occur, this Agreement shall be null and void and both parties shall be relieved of all further responsibility or obligations hereunder except that in the event of a failure to meet the first listed condition precedent only, all costs of the Project including, but not limited to, architect fees, construction and furnishing costs, interim interest, construction costs, legal fees attributable to the financing and construction of the Project incurred by the City after the approval of this Agreement by both parties, engineering and surveying fees, Project management costs, and all other costs related to the Project ("Project Costs") incurred up to the point at which the parties agree that a failure of that condition has occurred shall be borne equally by the parties. The City shall have no obligation to begin construction until the County has approved this Agreement by resolution and executed this Agreement. If the Committee is unable to approve schematic, design or construction plans due to differences of opinion, either party may terminate this Agreement upon fifteen (15) days written notice to the other party. If the projected Project Costs exceed the Total Cost Budget and the City believes it will be unable, on initial bid or rebid, to meet the Total Cost Budget, the City may terminate this Agreement upon 15 days written notice to County. In the event this Agreement is terminated pursuant to this Section, all Project Costs incurred shall be borne equally by the parties.

6. **TERM OF AGREEMENT.** This Agreement shall commence upon execution by the last of the parties to so execute this Agreement and shall terminate on the date twenty (20) years from the Rental Commencement Date (as defined in Section 8 hereof) ("Term").

7. **RIGHT TO TERMINATE.** The County has the right to terminate this Agreement in the event that the Ohio State General Assembly abolishes the County's obligations to house District Courts operations, or its equivalent if such equivalent is hereafter created, in Montgomery County or state wide. The City and County have the right to terminate this Agreement in the event of the creation of a municipal court serving the City of Huber Heights. The County or City may terminate for the reasons listed above, effective not less than one hundred eighty (180) days from giving written notice to the other of its intentions to do so. If the City terminates under this paragraph, it shall be responsible for payment of all further debt retirement payments attributable to construction of the Project ("Debt Retirement Costs"). If the County terminates under this paragraph, it must first exercise its best efforts to find another party (or parties) to assume its duties under this Agreement. If the County does not find another party to assume its duties under this Agreement (after exercising its best efforts to find such a party or parties), the City shall then become liable for all further Debt Retirement Costs.

8. **RENT.** The County's obligation to pay rent shall commence on the earliest to occur of (a) the date that the County takes occupancy of the Court Facility, or (b) thirty (30) days following issuance of a Certificate of Occupancy for the Court Facility (the earliest to occur of the foregoing dates may be referred to as the "Rental Commencement Date"). The County agrees to cooperate with the City in causing the issuance of the Certificate of Occupancy. The County shall pay both Fixed Minimum Rent (as defined below) as well as Additional Rent (as defined below) for the occupancy and use of the Court Facility during the Term of this Agreement.

(a) **Fixed Minimum Rent.** The County shall pay, without any offset or deduction whatsoever, to City the sum of Eleven Thousand Three Hundred Twenty-Eight and 02/100 Dollars

(\$11,328.02) per month as fixed minimum rent ("Fixed Minimum Rent") each and every month for the Two Hundred Forty (240) successive months of the Term hereof. Fixed Minimum Rent shall be paid in advance on or before the first day of each calendar month of the Term. In the event the Term starts on other than the first day of a calendar month and ends on other than the last day of a calendar month, Fixed Minimum Rent for said partial calendar months shall be prorated on a per diem basis. The initial payment of Fixed Minimum Rent shall be made on or before the first day of the Term.

(b) Additional Rent. In addition to the Fixed Minimum Rent, the County shall pay, without any offset or deduction whatsoever, to the City additional rent ("Additional Rent"), the amount of which Additional Rent shall be determined based upon the total amount of the following costs ("Operational Costs"): building security; taxes and assessments; insurance; custodial care; maintenance and repair of the interior and exterior of the Court Facility; the County's Pro Rata Share of maintenance and repair of the Common Area (as described in Section 13 hereof); maintenance and security personnel; and heating, ventilation and air conditioning costs (provided, that, to the extent such costs comprise utility costs for which the Court Facility is separately metered, they shall not comprise part of the rent payments due hereunder, and, instead, shall be paid in accordance with Section 9 hereof).

The dollar amount of the Additional Rent for the first calendar year, or portion thereof, of the Term shall be agreed to by the parties, by separate written addendum executed by the parties, before occupancy based upon an estimate of Operational Costs for that period agreed to by the Committee. The estimated Operational Costs for the first calendar year shall be divided by 12 (or the applicable number of months in the first calendar year of the Term) and paid monthly.

Additional Rent due for each subsequent calendar year of the Term shall be agreed upon by the parties, by separate written addendum executed by the parties at least thirty (30) days before the commencement of each such calendar year of the Term. The City shall provide an estimate of Operational Costs for the subsequent calendar year by September 15th of each year to the County. The City shall provide a level of services commensurate with the amount of Operational Costs paid. Any adjustments to the Additional Rent must be approved by written addendum by the City and County.

Additional Rent shall be paid in equal monthly installments on the first day of each month (except January, in which month rent shall be paid by no later than the twenty-first (21st) day of the month) in advance during the Term and such Additional Rent shall be adjusted after the end of the calendar year to reflect actual Operational Costs. After the end of each calendar year of the term, the City shall prepare a detailed breakdown of the total Operational Costs for the preceding calendar year (actual annual cost breakdown) and give notice thereof to the County. The breakdown shall be to the level of detail provided by the City of Huber Heights accounting and budgeting system. The City shall provide copies of invoices and other cost information as requested by the County from time to time. If the County pays the City of Huber Heights more in Additional Rent than actual total Operational Costs for the preceding year, as detailed in the actual annual cost breakdown, the City shall deduct the excess payment from the Additional Rent by the third month of the following year.

The Additional Rent due the last calendar year of the Term shall be prorated to cover only the period covered by the Term.

Notwithstanding the method used for calculating Additional Rent hereunder, or any other provision of this Section 8, it is the express intent of the parties hereto that the term of the County's tenancy be determined as stated in Section 6 hereof.

9. **UTILITIES.** The County will have the Court Facility Site separately metered and billed for water, sanitary sewer, gas, light, heat, electricity, telephone and other utilities furnished to the Court Facility Site, and shall be responsible for all costs associated with establishing such separate metering and for the timely payment of all the bills for the foregoing utilities.

10. **REPAIR AND MAINTENANCE.** The City shall maintain and repair the exterior and interior of the Court Facility in a good and workmanlike manner suitable for the purposes for which said Court Facility is intended. The County shall pay to the City the City's cost of repairing any damage to the Court Facility or its equipment as part of the Additional Rent provided for in Section 8 hereof unless (1) caused by the negligent, reckless or intentional acts of the City, its agents, or employees, or (2) to the extent City is reimbursed for such costs through insurance carried by the City. Replacement of carpeting and floor coverings shall be considered repair and maintenance under this Agreement. All such maintenance and repair costs borne by the City shall be included in calculating the Operational Costs used to calculate Additional Rent under Section 8 hereof.

Notwithstanding the above, upon receiving prior approval from the City, the County may make repairs to the Court Facility, provided that such repairs shall be done in a good and workmanlike manner and in compliance with Federal, State and local law.

11. **TRADE FIXTURES.** Any trade fixtures installed on the Court Facility by the County at its own expense such as movable partitions, shelving, mirrors, and the like may be removed on the expiration date or earlier termination date of this Agreement, such removal being at the sole

cost of the County. The County shall repair any damages caused to the Court Facility by such removal. In the event the County fails to make such repairs, the City may do so and charge the County for all costs thereby incurred.

12. **ALTERATIONS.** The City shall make such interior alterations to the Court Facility as the Board of County Commissioners may reasonably request which will not weaken the structure of the Court Facility or lower the value of the Court Facility. If alterations are required by Federal, State or local law (other than City regulations) after the commencement of construction of the Court Facility, the City shall make such alterations to the Court Facility as determined by the Board of County Commissioners as the most efficient means of complying with the new law. All such alterations will be done in a good and workmanlike manner, and all costs thereof incurred by the City shall be immediately reimbursed by the County. Such alteration costs shall be additional rent due and payable under this Agreement. Before any such alterations are commenced, the Board of County Commissioners and the City shall, by separate written addendum, agree on and approve drawings professionally prepared, showing construction detail and estimated costs. The City shall only make alterations upon the approval of the Board of County Commissioners.

Notwithstanding the above, the County may make such alterations to the Court Facility as are approved, in advance, and in writing, by the City. All such alterations made by the County shall be done in a good and workmanlike manner and in compliance with Federal, State and local law.

13. **COMMON AREA MAINTENANCE.** The City shall be responsible for maintaining and repairing the Common Area (as such term is defined below in this Section); provided, however, that the County's Pro Rata Share (as such term is defined below in this Section) of the total costs for the maintenance and repair of the Common Area shall be included in the Operational Costs used in

calculating rent under Section 8 hereof. "Common Area" means the parking areas, driveways, sidewalks, landscaped and vacant areas of the Complex. The "County's Pro Rata Share" means the ratio of the square feet of the Court Facility to the total square feet of all buildings in the Complex during any calendar year of the Term.

14. **PARKING SPACES.** The parking serving the Court Facility is identified on Exhibit A and is a part of the Court Facility Site leased hereunder ("Court Parking Spaces").

15. **SMOKING.** The City agrees to designate this Court Facility as a non-smoking facility.

16. **INSURANCE AND INDEMNIFICATION.**

(a) The City shall maintain sufficient insurance, or may self-insure, to cover liability and any damage to the Court Facility during the Term of the Agreement from casualty loss up to the replacement cost thereof, as more specifically set forth below. Costs incurred by the City which are attributable to its insuring the Court Facility from casualty shall be included in Operational Costs used in calculating Additional Rent under Section 8 hereof.

(b) The parties will protect, indemnify and save harmless each other from and against any and all losses, costs, damages and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury or damage to any person or property happening or done in, or upon the Court Facility or Court Facility Site, as described in Exhibit A, or due directly or indirectly to the tenancy of use or occupancy thereof, or any part thereof; provided, however, that such accident or other occurrence causing or inflicting injury or damage to any person or property be caused solely by the negligent acts or omissions or intentional torts of the other party, its agents, or employees.

(c) The policy or policies providing for such insurance by the County shall be endorsed to specifically include the liability assumed by the County under this Agreement in the amounts shown below. In addition, the general liability insurance shall specifically name the City as an additional insured party.

Before commencing this Agreement, the County shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving to the City at least thirty (30) days prior written notice. In the event the County fails to promptly furnish the City with acceptable Certificates of Insurance, the City shall have the right to obtain acceptable insurance coverage as provided for in Section 24 of this Agreement, or to declare a default under this Agreement, subject to the provisions of Article 23.

The County shall provide the following insurance coverages:

a) General Liability Insurance and Umbrella Liability Insurance

Comprehensive General Liability Insurance, Products and Completed Operations Liability, and Broad Form Property Damage with limits not less than the following:

1. Commercial General Liability - \$1,000,000 Combined Single Limit for all liability arising out of injury to or death of one or more persons, in any one occurrence and for all liability arising out of damages to or destruction of property, including loss of use thereof and downtime, in any one occurrence with a General Annual Aggregate not less than \$1,000,000.

2. Umbrella Liability Insurance - \$5,000,000 limit of liability with coverage as broad as the specified Employers' Liability, Comprehensive General Liability coverage.

(d) Before commencing this Agreement, the City shall furnish the County with Certificates of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving to the County at least thirty (30) days prior written notice. In the event the City fails to promptly furnish the County with acceptable Certificates of Insurance, the County shall have the right to suspend payments until acceptable certificates (including renewals, if appropriate) are received by the County, or to declare a default under this Agreement.

The City shall provide the following insurance coverages:

a) General Liability Insurance and Umbrella Liability Insurance

Comprehensive General Liability Insurance, Products and Completed Operations Liability, and Broad Form Property Damage with limits not less than the following:

1. Commercial General Liability - \$1,000,000 Combined Single Limit for all liability arising out of injury to or death of one or more persons, in any one occurrence and for all liability arising out of damages to or destruction of property, including loss of use thereof and downtime, in any one occurrence with a General Annual Aggregate not less than \$1,000,000.

2. Umbrella Liability Insurance - \$5,000,000 limit of liability with coverage as broad as the specified Employers' Liability, Comprehensive General Liability coverage.
3. Property Insurance - Broad form property damage providing for replacement value of the facility and contents.

(e) As an alternative to procuring the policy required hereunder from a third party, the County or City may self insure in an amount and in a manner adequate for the purposes hereof as determined and approved by the other party in advance of the Rental Commencement Date. The self-insuring party shall provide the other party such evidence as may be requested by the other party from time to time to verify that the self-insuring party is complying with the self insurance requirements hereof. To the extent the self-insuring party is not administering the self insurance in amounts and in a manner adequate to fulfill its obligations hereunder, as reasonably determined by the other party, the other party may either (a) require the self-insuring party to make such changes to its self insurance administration as may be necessary to reasonably satisfy the other party or (b) obtain insurance from a third party in fulfillment of the foregoing insurance requirements.

(f) If the Court Facility shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy, then the County shall not be entitled to surrender possession of the Court Facility, nor shall the County's liability to pay rent under this Agreement cease without the mutual consent of the parties hereto. If during such period, the County shall be unable to use all or any portion of the Court Facility and shall relocate all or a portion of the Court operation during such period, the rent shall continue unabated nonetheless. The Additional Rent shall be reduced based

on the reasonably necessary Operational Costs incurred by the City during the period of repair or replacement.

City must elect within sixty (60) days after the happening of such destruction or injury, whether to repair or replace the Court Facility where the damage is in excess of fifty percent (50%) of the then value of the Court Facility. If City elects not to repair or rebuild, this Agreement shall automatically terminate on the 90th day after the happening of such destruction or injury in which event neither party shall have further liability hereunder. If the City elects to repair or replace the Court Facility, the City shall have the duty to proceed with such repair or replacement work in a commercially reasonable manner and to complete the repair or replacement in a reasonable time period. Except as provided for in the following paragraph or by agreement of City and County, City shall be required to immediately begin repairs due to any casualty which is less than fifty percent (50%) of the then value of the Court Facility.

(g) If the Court Facility is destroyed or damaged during the last two (2) years of the Term, or any extension thereof, to the extent of fifty percent (50%) or more of the then value of the Court Facility, then City or County shall have the right to cancel and terminate this Agreement as of the date of such damage or destruction by giving notice thereof within thirty (30) days after the date of said damage or destruction and the County shall have no further liability hereunder.

(h) Should the City elect not to rebuild, the insurance proceeds shall be used to payoff the debt holders with any excess insurance payments being split between the County and City based on each party's share of the initial building cost.

17. **INTENTIONALLY OMITTED**

18. **SUBLETTING OR ASSIGNMENT.** The County agrees that it shall not sublet or assign any portion of the Court Facility without the prior written consent of the City which consent shall not be unreasonably withheld. Such consent may be withheld if the City's lender refuses to approve such an assignment or if such assignment would jeopardize the tax exempt status of financing obligations of the City related to the Project. However, in the event the State of Ohio or an agency or board of the State of Ohio takes over the responsibility for housing the District Court or a successor to the District Court, the County may assign this Agreement to the State of Ohio or such agency or board of the State of Ohio without the consent of the City, provided such successor agrees to assume the obligations of the County hereunder. The City may assign, with the consent of the County, which consent shall not be unreasonably withheld, its rights under this Agreement for other purposes as the City deems necessary.

19. **QUIET ENJOYMENT.** The County, while not in default under this Agreement, shall peaceably and quietly occupy the Court Facility during the Term of the Agreement without any hindrance or molestation by any person whomsoever.

20. **POSSESSION.** The City and the County shall work cooperatively to obtain a Certificate of Occupancy for the Court Facility within eighteen (18) months of the letting of the contract for construction of the Court Facility. If the City fails to work cooperatively as hereby required, the City shall be responsible for all costs reasonably incurred thereafter by the County as a proximate result of the City's default hereunder. Payment by City to County for such costs shall constitute liquidated damages and the County shall be entitled to no other damages.

Notwithstanding the above, the City shall not be liable for late delivery of a Certificate of Occupancy if the cause therefore is construction delays resulting from conditions outside the City's

control, including, but not limited to, physical conditions of the Court Facility Site which differ from physical conditions ordinarily found to exist in the general area, weather significantly deviating from historical averages, strikes, unavailability of materials and/or subcontractors, acts of God or other calamitous events.

21. **ATTORNMENT.** In the event the Court Facility Site is sold due to any foreclosure sale, or sale by virtue of judicial proceedings, or otherwise, this Agreement shall continue in full force and effect, and the County agrees, upon request, to attorn to and acknowledge the foreclosure purchaser, or purchasers, at such sale of City hereunder, subject to any superseding rights of City's lessor or its mortgagee.

22. **CONDEMNATION.** In the event the whole or any part of the Court Facility Site shall be condemned or taken in any manner for a public use, the City, at its option, may terminate this Agreement. County may terminate this Agreement with no further obligation in the event such taking impairs the property to such extent that it is no longer fit for its intended use as described herein. In either case, the City shall be entitled to any and all income and rent awards and any interest thereon or therein, whatsoever, which may be paid or made in connection with such public use, County having no claim against the City for any award or damage other than an abatement of the rent due from County to City after the official taking of the property through the process of condemnation. "Taking" is considered a term of art for purposes of this paragraph.

23. **DEFAULT.** County shall be considered in default of this Agreement upon the happening of any of the following:

(a) Failure to pay when due the rent or any other sum required by the terms of this Agreement;

(b) Failure to perform any term, covenant, or condition of this Agreement.

In the event of default of this Agreement by County, and upon forty-five (45) days advance written notice by City to County of said default, then City, in addition to other rights or remedies that City may have, shall have the immediate right to reenter with or without additional prior notice, and remove all persons and property from the Court Facility Site. City agrees, however, to grant County forty-five (45) calendar days from receipt of such notice within which to cure the event or condition which City deems to be causing the default, if such is susceptible of being cured. City further agrees to grant County such additional time as is reasonably needed to cure such default if the default is not monetary and the default is not readily curable within this time frame if County has begun taking reasonable steps toward such cure within the forty-five (45) day cure period, and the County continues to act diligently to complete the cure. Once all applicable cure periods have passed and the default remains uncured, City shall notify County pursuant to the procedure set out in Paragraph 25 at least thirty (30) days in advance of reentering the Court Facility Site. Such property may be removed and stored in any other place for the account of and at the expense and risk of County. Should City elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings, or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, relet the Court Facility Site or any part thereof for such term, or terms, and at reasonable rental, or rentals, and upon reasonable terms and conditions, with the right to make alterations and repairs of the Court Facility Site. Rentals received by City from such subletting shall be first applied to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by the City and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting

during any month be less than required to be paid by County as defined above, then County shall immediately pay such deficiency to City, such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Court Facility by City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to County or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, City may, after such breach or act of default, elect to terminate this Agreement for such previous breach or act of default.

The City shall be considered in default of this Agreement upon its failure to perform any term, covenant, or condition of this Agreement. In the event of default of this Agreement by the City, and upon forty-five (45) days advance written notice by County to City of said default, then County, in addition to other rights or remedies that County may have, shall have the immediate right to terminate this Agreement with or without additional prior notice. County agrees, however, to grant City the forty-five (45) calendar days from receipt of such notice within which to cure the event or condition which County deems to be causing the default, if such is susceptible to being cured. County further agrees to grant City such additional time as is reasonably needed to cure such default if the default is not readily curable within this time frame if City has begun taking reasonable steps toward such cure within the forty-five (45) day cure period, and the City continues to act diligently to complete the cure.

24. **DEFAULT INTEREST; CITY'S PAYMENT.** Without limiting the provisions of Section 23 hereof, the County acknowledges and agrees that if the County fails to pay any utility bills, insurance premiums, or any other payments required to be paid by the County hereunder (other than amounts payable as rents), the City may, on behalf of the County, make any such payment or

payments, and the County covenants thereupon to reimburse and pay the City as Additional Rent within ten (10) days of the City's demand therefor, any amount so paid and expended.

25. **NOTICES.** Any notices required or authorized to be given pursuant to this Agreement shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the City, to City Manager, City of Huber Heights, 6131 Taylorsville Road, Dayton, Ohio 45424; if to the County, to Director, Department of Public Works Management, 451 West Third Street, Dayton, Ohio 45422.

26. **MUTUAL WAIVER OF SUBROGATION.** City and County mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried, the one carrying or required to carry such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss to the extent of such insurance; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

27. **NON-DISCRIMINATION.** During the term of this Agreement, the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, handicap, age, political belief or place of birth. The City will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City or any person claiming through the City, agrees not to establish or

knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Agreement.

28. **DISCLOSURE.** City hereby covenants that it has complied with Montgomery County's disclosure policy adopted pursuant to Resolution No. 83-112, dated January 18, 1983, which requires anyone contracting with the Montgomery County, Ohio to disclose to County any business relationship or financial interest that said contractor has with an employee of County or of any other board, agency, elected official or commission of Montgomery County, Ohio, such an employee's business, or any business relationship or financial interest that a Montgomery County, Ohio elected official, board, agency or commission employee has with the contractor or in the contractor's business.

29. **NON-WAIVER.** Any rights, responsibilities, remedies, duties or obligations created by this Agreement shall be in addition to all other rights, responsibilities, remedies, duties and obligations provided for in this Agreement or by law and shall in no way act as a waiver or limitation of any rights, responsibilities, remedies, duties or obligations otherwise imposed or available either by law or by contract. No action or failure to act shall constitute a waiver of any right, responsibility, remedy, duty or obligation afforded under this Agreement or by law, nor shall any act or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

30. **GOVERNING LAW.** This Agreement and any modifications, amendments, or other alterations shall be governed, construed and enforced under the laws of The State of Ohio.

31. **HEADINGS.** The use of numbered topical headings, articles, sections, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of this Agreement.

32. **AUTHORITY TO BIND PRINCIPAL.** Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

33. **ENTIRE AGREEMENT.** This Agreement incorporates the entire understanding of the parties hereto and cancels and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

34. **AMENDMENTS.** No provision of this Agreement shall be altered, waived, amended, extended or otherwise modified except in writing signed by all parties hereto.

35. **BINDING EFFECT.** This Agreement and all of its terms, covenants and provisions shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

36. **ENFORCEABILITY.** The enforceability or validity of any part or parts of this Agreement shall not affect the enforceability or validity of the balance of the Agreement, which shall remain in full force and effect.

37. **ANTENNAS AND SATELLITE DISHES.** Notwithstanding any provision hereof which may be to the contrary, the City hereby retains the right to install antennas and satellite dishes on the Court Facility Site, including, without limitation, the roof of the Court Facility, for the City's benefit and for the benefit of third parties, provided such antennas and satellite dishes shall not interfere with the County's use of the Court Facility as intended hereby. The County shall have no

right to install antennas or satellite dishes on any part of the Court Facility Site, unless specifically approved by the City in writing, and, in no event, may the County install any antennas or satellite dishes for the benefit of any third party by lease, sublease, license or any other arrangement.

IN WITNESS WHEREOF, the City and County have hereunto set their hands in duplicate originals on the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO
("County")

Witness as to all three

By _____
Charles J. Curran, Commissioner

Witness as to all three

By _____
Don Lucas, Commissioner

By _____
Vicki D. Pegg, Commissioner

OR

Juanita M. Heenan

Witness

By *Deborah A. Feldman*

Deborah A. Feldman,
Montgomery County Administrator

Witness

THE CITY OF HUBER HEIGHTS, OHIO
("City")

Crystal K. Whitley

Witness

By *Scott K. Schrader*

Scott K. Schrader
City Manager

Eric A. Keck

Witness

THIS INSTRUMENT APPROVED AS TO FORM ONLY.

By:

John C. Chambers, Law Director

Date

8/14/97

THIS INSTRUMENT APPROVED AS TO FORM ONLY BY:
MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY
OF MONTGOMERY COUNTY, OHIO

By:

Lisa K. North

Assistant Prosecuting Attorney

Date

8-26-97

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

I hereby certify that the foregoing instrument was signed before me, a Notary Public in and for said state, this _____ day of _____, 1997, by Charles J. Curran, Don Lucas, and Vicki D. Pegg in their capacity as members of the Board of County Commissioners for Montgomery County, Ohio as "County," who acknowledged the signing thereof to be their voluntary act and deed for the uses and purposes therein mentioned.

Notary Public

My Commission expires: _____

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

I hereby certify that the foregoing instrument was signed before me, a Notary Public in and for said state, this 27 day of August, 1997, by Deborah A. Feldman, in her capacity as Montgomery County, Ohio Administrator and on behalf of the Board of County Commissioners for Montgomery County, Ohio as "County," who acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes therein mentioned.

Joanita M. Hunn

Notary Public

My Commission expires: January 28, 1998

Joanita M. Hunn, Notary Public
and for the State of Ohio
My Commission Expires JAN. 28, 1998

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

I hereby certify that the foregoing instrument was signed before me, a Notary Public in and for said state, this 27 day of August, 1997, by Scott K. Schrader, in his capacity as City Manager of the City of Huber Heights, Ohio as "City," who acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes therein mentioned.

John F. Bjoer for Scott K. Schrader

Notary Public

My Commission expires: 9-1-99

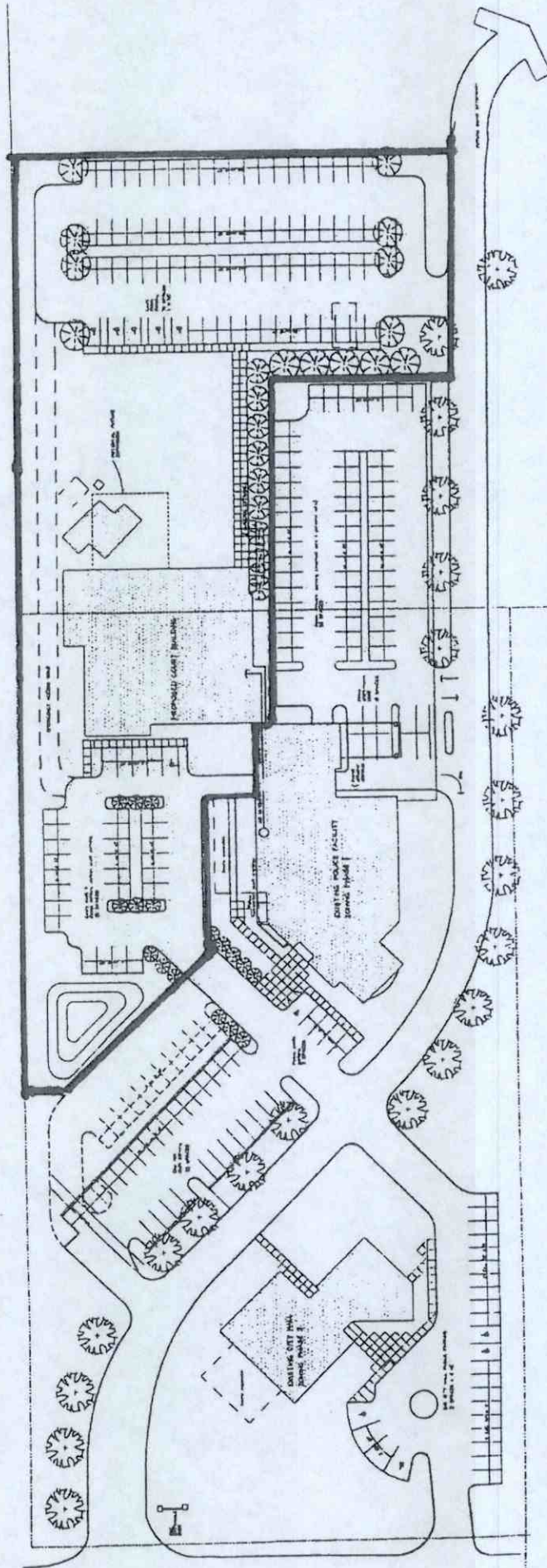
397600610DNR12.AGR
8-06-97-1

Beverly A. Blair
BEVERLY A. BLAIR, Notary Public
in and For the State of Ohio
My Commission Expires 9-1-99



— Court Facility Site Boundary

EXHIBIT A



proposal B

SITE PLAN
FEBRUARY 12, 1947
ARCH. 17, 1947
S. L. 20, 1947



Item 11. A.

Exhibit B

The City of Huber Heights DISTRICT COURT TOTAL COST BUDGET

Building Square Footage	11,500 Sq. Ft.
Project Costs:	
Building Construction	\$ 1,137,630
Extra 1,000 Sq. Ft.	\$ 75,000
Alternate Proposal "B"	\$ 275,000
Architectural Fees	\$ 122,000
Project Manager's Fees	\$ 45,000
Subtotal - Building Costs	\$ 1,654,630
Land Acquisition Costs	NIC
Parking Lot Development	INCL
Lot 1B - Visitor's Lot	NIC
Subtotal - Land/Parking Costs	\$ -
Furnishings	INCL
Reimbursable Expenses	\$ 26,000
Contingencies	\$ 55,000
Subtotal - Other Costs	\$ 81,000
TOTAL ESTIMATED PROJECT COSTS	\$ 1,735,630
TOTAL EST. PROJECT COST PSF	\$ 151.01
Financing/Debt Costs:	
Debt Service Reserve Fund	NIC
Capitalized Interest Costs	NONE
Bond Issuance Costs	\$ 34,713
TOTAL ESTIMATED DEBT COSTS	\$ 34,713
Additional Proceeds	NIC
TOTAL ESTIMATED COSTS	\$ 1,770,343
TOTAL COSTS PER SQUARE FOOT	\$ 154.03

Item 11.A.

LEASE RENEWAL AGREEMENT

This Agreement made this _____ day of _____, 2019, by and between **THE CITY OF HUBER HEIGHTS, OHIO** (hereinafter referred to as "City"), and **THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO** (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the City, by written Lease, pursuant to Resolution No. 97-1590, dated August 12, 1997; extended per Resolution No. 18-1698, dated December 18, 2018; extended per Resolution No. 19-0578, dated May 7, 2019, did rent and lease to County certain premises duly described as 12,059 square feet of office space located at 6111 Taylorsville Road, Huber Heights, Ohio for the use and occupancy of the Montgomery County Municipal Courts, Eastern Division; and

WHEREAS, it is the desire of the County to exercise this renewal option for the period of October 1, 2019 through December 31, 2019; and

WHEREAS, stated in the original Lease, Article 8 "Rent", the County shall pay rent in the amount of which Additional Rent shall be determined based upon the total amount of the Operational Costs; and

WHEREAS, No Capital improvements or debt service payments are contemplated during this renewal option period; and

WHEREAS, in the event capital expenditures are required during this term, both parties must be agreement and the cost will be reviewed and paid by the County unless it is agreed to have the cost paid by the City and made a part of the year-end settle-up; and

WHEREAS, all other terms of the original Lease shall remain in full force and effect.

NOW, THEREFORE, it is mutually agreed that the renewal term of said Lease shall be, and is hereby, exercised resulting in an additional renewal term beginning October 1, 2019 and ending on December 31, 2019 upon and under all of the covenants, terms, provisions and conditions of the initial Lease authorized by Resolution No. 97-1590, dated August 12, 1997.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this resolution and make an imaged copy of this resolution available on the Montgomery County website at <http://www.mcohio.org/>

(Lease Renewal Agreement with the City of Huber Heights for October 1, 2019 through December 31, 2019 Con't)

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 2019.

Signed and acknowledged in the presence of:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO (Board)

Witness

By: _____
Carolyn Rice

Witness

By: _____
Deborah A. Lieberman

Witness

By: _____
Judy Dodge

OR

Witness

By: _____
Michael B. Colbert, County Administrator

THE CITY OF HUBER HEIGHTS

Witness

By: (Sign) _____

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

BY _____
Assistant Prosecuting Attorney

Date _____

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me a Notary Public, in and for said County and State, personally appeared the above-named Board of County Commissioners of Montgomery County, Ohio, Carolyn Rice, Deborah A. Lieberman, and Judy Dodge, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of each of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand this _____ day of _____, 2019

Notary Public

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a Notary Public, in and for said County and State personally appeared Michael B. Colbert, on behalf of the Board of County Commissioners of Montgomery County, Ohio, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

In Testimony Whereof, I have hereunto set my hand this _____ day of _____, 2019

Notary Public

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged that he/she did sign this instrument and that the same was his/her free act and deed personally and as such representative of the City of Huber Heights.

In Testimony Whereof, I have hereunto set my hand this _____ day of _____, 2019

Notary Public

AI-6506

Topics of Discussion L.

Council Work Session

Meeting Date: 08/20/2019

Planning Commission Vacancy

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/20/2019

Audio-Visual Needs: None **Emergency Legislation?:** No

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Planning Commission Vacancy

Purpose and Background

This agenda item is for discussion on a process for filling a current vacancy on the Planning Commission. Ronald Williams resigned from the Planning Commission on August 12, 2019 due to a change in jobs

Fiscal Impact

Attachments

No file(s) attached.

AI-6509

Topics of Discussion M.

Council Work Session

Meeting Date: 08/20/2019

National League of Cities Programs/Services Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/20/2019

Audio-Visual Needs: SmartBoard **Emergency Legislation?:**

**Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

National League of Cities Programs/Services Update

Purpose and Background

Councilmember Richard Shaw has requested this agenda item to provide the public and the City Council with an update on National League of Cities programs/services.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): N/A

Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

No file(s) attached.

Rodgers, Anthony

From: Shaw, Richard
Sent: Friday, August 23, 2019 3:11 PM
To: Rodgers, Anthony
Subject: NLC Information

Afternoon,

Here is the links to the NLC information I went over

Grant Access Program:
<https://www.nlc.org/membership/grant-opportunities>

Prescription Discount Program
<https://www.nlc.org/nlc-prescription-discount-program>

Service Line Warranty Program
<https://www.nlc.org/nlc-service-line-warranty-program>

CGI Communications
<https://www.nlc.org/nlc-community-showcase-video-program>

Richard E. Shaw Jr
Huber Heights City Council Ward 1
Chair NLC First Tier Suburbs Council
NLC Service Line Warranty Program Advisor
Drive Electric Dayton EV Ambassador
Cell: [937-829-1209](tel:937-829-1209)
Email = rshaw@hhoh.org