



**CITY OF HUBER HEIGHTS  
STATE OF OHIO  
City Council Meeting  
Regular Session  
October 25, 2021  
7:00 P.M.**

**City Hall - Council Chambers - 6131 Taylorsville Road**

1. **Call The Meeting To Order - Mayor Jeff Gore**
2. **Invocation - Pastor Randy Griffith Of The Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio**
3. **Flag Ceremony - Wayne High School Junior ROTC Honor Guard**
4. **Pledge Of Allegiance**
5. **Roll Call**
6. **Approval Of Minutes**
  - A. **City Council Meeting Minutes - October 11, 2021**
7. **Special Presentations/Announcements**
8. **Citizens Comments**
9. **Citizens Registered to Speak on Agenda Items**
10. **City Manager Report**
11. **Pending Business**

12.

## **New Business**

### **CITY COUNCIL**

**Anthony Rodgers, Clerk of Council**

- A. A Motion To Appoint Seth Brewer To The Citizens Water And Sewer Advisory Board For A Term Ending January 1, 2023.
- B. A Motion To Appoint Laura Shelton To The Arts And Beautification Commission For A Term Ending June 30, 2022.
- C. A Resolution Authorizing The Interim City Manager To Enter Into An Agreement With Baker Tilly US, LLP To Conduct A Search Process For The City Manager Position.  
(first reading)
- D. An Ordinance Amending Certain Sections Of Part Five, General Offenses Code, Of The City Code Of Huber Heights.  
(first reading)
- E. An Ordinance Amending Certain Sections Of Part Fifteen, Fire Prevention Code, Of The City Code Of Huber Heights.  
(first reading)
- F. A Public Hearing Scheduled For October 25, 2021 By The Huber Heights City Council As Required By Section 147(f) Of The Internal Revenue Code Of 1986 As Amended With Respect To The Proposed Issuance By The Public Finance Authority Of Tax-Exempt Health Care Facilities Revenue Bonds, Series 2021 (SLF Huber Heights LLC Obligated Group Project) In One Or More Series In An Amount Not To Exceed \$30,000,000.

### **ADMINISTRATION**

**Scott Falkowski, Interim City Manager**

- G. An Ordinance Giving Applicable Elected Representative Approval In Connection With The Issuance Of Tax Exempt Bonds By The Public Finance Authority, And Declaring An Emergency.  
(first reading)
- H. An Ordinance Authorizing Transfers Between Various Funds Of The City Of Huber Heights, Ohio And Amending Ordinance No. 2020-O-2453 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2021 And Ending December 31, 2021.  
(first reading)
- I. An Ordinance Providing For The Refinancing, Defeasance And Redemption Of The City's Outstanding Water System Improvement Revenue Bonds, Series 2013A (Tax-Exempt) By Authorizing The Application For And Acceptance Of A Loan From The Ohio Water Development Authority In The Maximum Amount Of \$4,470,000 For The Purpose Of Refinancing Those Bonds, The Execution Of A Related Cooperative Agreement And Escrow Agreement And The Use Of Such Other Monies Of The City's Water Utility For That Purpose, And Declaring An Emergency.  
(first reading)

- J. An Ordinance Providing For The Refinancing, Defeasance And Redemption Of The City's Outstanding Water System Improvement Revenue Bonds, Series 2013B (Federally Taxable) By Authorizing The Application For And Acceptance Of A Loan From The Ohio Water Development Authority In The Maximum Amount Of \$775,000 For The Purpose Of Refinancing Those Bonds, The Execution Of A Related Cooperative Agreement And Escrow Agreement And The Use Of Such Other Monies Of The City's Water Utility For That Purpose, And Declaring An Emergency.  
(first reading)
- K. An Ordinance Providing For The Refinancing, Defeasance And Redemption Of The City's Outstanding Water System Refunding Revenue Bonds, Series 2014 By Authorizing The Application For And Acceptance Of A Loan From The Ohio Water Development Authority In The Maximum Amount Of \$8,155,000 For The Purpose Of Refinancing Those Bonds, The Execution Of A Related Cooperative Agreement And Escrow Agreement And The Use Of Such Other Monies Of The City's Water Utility For That Purpose, And Declaring An Emergency.  
(first reading)
- L. A Resolution Authorizing The City Manager To Enter Into Contracts For Maintenance Items At The Kroger Aquatic Center And Waiving The Formal Bidding Requirements.  
(first reading)
- M. A Resolution Authorizing The City Manager To Enter Into A Lease Agreement With The Huber Heights Girls Softball Association For The Use Of Sports Fields At Thomas Cloud Park And Monita Field Park.  
(first reading)
- N. A Resolution Amending Resolution No. 2019-R-6717 To Authorize An Increase To The Not To Exceed Amount For The Maintenance, Repair, And Minor Construction Of Traffic Signals And Decorative Lighting.  
(first reading)

13. **City Official Reports and Comments**

14. **Executive Session**

15. **Adjournment**

AI-7882

Minutes A.

**City Council Meeting**

**Meeting Date:** 10/25/2021

Approval of Minutes - 10/11/21

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** None

**Date(s) of Committee Review:** N/A

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

**Motion/Ordinance/** N/A

**Resolution No.:**

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**Agenda Item Description or Legislation Title**

City Council Meeting Minutes - October 11, 2021

**Purpose and Background**

Approval of the minutes from the October 11, 2021 City Council Meeting.

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**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:**

There are no financial implications to this agenda item.

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**Attachments**

Minutes

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Huber Heights City Council

In Council Chambers  
6131 Taylorsville Road

October 11, 21

**1. Call The Meeting To Order - Mayor Jeff Gore**

The Huber Heights City Council met in a Regular Session on October 11, 2021. Mayor Jeff Gore called the meeting to order at 7:00 p.m.

Mayor Gore asked for a moment of silence for Ohio State Trooper Brian Aller, a resident of Huber Heights.

**2. Invocation - Pastor Randy Griffith Of The Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio**

**3. Pledge Of Allegiance**

**4. Roll Call**

Present: Richard Shaw, Kathleen Baker, Mark Campbell, Nancy Byrge,  
Glenn Otto, Ed Lyons, Andy Hill, Don Webb, Mayor Jeff Gore

**5. Approval Of Minutes**

- A. City Council Meeting Minutes - September 27, 2021

**6. Special Presentations/Announcements**

- A. Indigenous Peoples' Day Proclamation Presentation To The Huber Heights Culture And Diversity Citizen Action Commission - Mayor Jeff Gore

Mayor Gore read the proclamation and presented the proclamation to the attending members of the Culture and Diversity Citizen Action Commission.

Mrs. Mia Honaker said this proclamation is a project that has meant a lot to her and she thanked Mayor Gore for making this a day in history for the indigenous folks in the City and the Huber Heights community.

**7. Citizens Comments**

Mayor Gore said before getting to the Citizens Comments, he wanted to clarify something. He said there has been lots of discussion regarding Section 4.9 of the DEC Development Agreement. He said Section 4.9 talks about the City requesting annexation. He said that has never happened and he confirmed with Mr. Falkowski that no member of City Council or City Staff has requested annexation. He asked Gerald McDonald if Council needs to wait for Miami County to make a decision on the annexation petition before this Council could pass legislation to put an end to this annexation.

Mr. McDonald said there will be a window under the annexation laws where the City votes to accept or reject the annexation, but he is not sure beforehand what exactly the City can do. He said he could have that information in a couple of days.

Mayor Gore said as soon as Mr. McDonald has that information, he would like to schedule a Special City Council Meeting to put that legislation before Council for a vote and to end the annexation talk altogether. He asked Mr. McDonald to find that information.

Ms. Michelle Swank said the annexation concerns her as a Bethel Township citizen as it is its own entity. She said if annexation were to proceed, residents would have a loss of small community and more traffic congestion; and she is really concerned about the congestion Huber Heights has on State Route 202 between I-70 and Taylorsville Road and she has concerns about that pushing forward.

Mayor Gore said there is a plan to fix the traffic issues in that area.

Ms. Swank said the number of homes puts a large number of cars on State Route 40 and the back roads. She said the school system is not able to meet the current demand and there is already a high student to teacher ratio. She asked Council to not pursue annexation of this property.

Mr. William Thayer, III said he is opposed to the annexation. He said Bethel Township is building a new school and due to the price of inflation, it will only serve grades K through 4 instead of K through 5. He said his property abuts the property that would be annexed and if he decides to raise hogs, the residents will be calling about the smell. He said the residents are already doing that with the Bowman-Landes Farm. He said he moved to a rural area and he does not want to be staring at back doors and have children trespassing in his woods. He said this will be a bad situation and his neighbor will be in the same boat.

Ms. Beth Van Haaren said, at the September 27, 2021 City Council Meeting, Mayor Gore asked the Councilmembers if they knew about this annexation ahead of time. She said some Councilmembers said nothing and some shook their heads. She said she reviewed the meeting minutes and on September 7, 2021, the first pre-annexation agreement was passed to deal with this annexation, and then on September 13, 2021, Council was ready to go with the services agreement. She said evidently there are differences of opinion of what is ahead of time. She said Bethel Township and the Miami County Commissioners were served with a petition on September 13, 2021. She said the Bethel Township Trustees had no knowledge of the petition, but did have knowledge the annexation was going to eventually occur. She said she shared the email with Council the last time regarding last July's conversation with Matt Lindsay from the Miami Valley Regional Planning Commission, the representative from Tri-Cities, Ken Conaway, and then City Manager Rob Schommer, so some City Staff were definitely aware of the potential for annexation. She read a portion of the September 7, 2021 meeting minutes regarding City Council requesting the Clerk of Council attempt to schedule a joint meeting with City Council, the Bethel School Board, Bethel Township, and Miami County to discuss the proposed annexation in the near future. She said it has been five weeks and still no meeting date has been set. She said Mr. Rodgers sent an email on September 15, 2021 asking the parties to schedule a meeting; and then on September 27, 2021 the invitation was rescinded. She said let's meet, let's talk. She said this development will add 600 to 900 units which adds 0.5 to 0.6 kids per unit to the schools. She said Bethel Schools are the selling point to Carriage Trails, Parktowne, and Bethel Township. She said she called Mr. Primm from the Montgomery County Mediation Center, and he will meet with everyone to mediate these issues.

Mayor Gore asked if Council passes legislation to put an end to the annexation, is there still a reason to meet for mediation?

Ms. Van Haaren said the parties would still like to meet with Council because they would like a moratorium on all future annexations. She said Huber Heights can go east, west, and south, just do not come north.

Mr. Kerry Pahal said he opposes the annexation. He said ten years ago, he chose where he lives because he wants to live out in the country. He said he wants to keep Bethel Township the way it is.

Ms. Michele Coppock said she has a corner of the property adjacent to her neighbors who said they like their piece of heaven on earth and would like to not have the smell of what everyone is having for dinner. She said it is also difficult with the amount of traffic that exists now.

Mayor Gore asked Mr. McDonald to give the information he gathers to Anthony Rodgers and himself, and he will schedule a City Council Meeting to discuss the information.

Mr. Shaw said with the information provided tonight and without any prior knowledge, he would make a motion to ask Council to amend the agenda to add an Item 11-C to rescind the services agreement legislation passed on September 13, 2021 in accordance with ORC

709.023 by a vote of 6-2 with the recommendation that the letter go directly to Miami County Commissioners.

Mayor Gore asked Mr. McDonald if there are any legalities since this is not the meeting directly after that action happened?

Mr. McDonald said Mr. Shaw is not asking for a motion to reconsider, this is a motion to rescind an ordinance.

Mr. Rodgers said there is a motion to amend the agenda and the motion requires a second before discussion on the motion.

Mr. Otto seconded the motion.

Mr. McDonald said Council has the ability to repeal a resolution generally speaking. He said he does not know the ins and outs, and he does not know if repealing this resolution would have any legal effect with respect to what Miami County is doing. He said the City had a certain timeframe to get the legislation to Miami County for consideration. He said there are more questions than answers. He said he thinks Council can, but he is not sure.

Mayor Gore asked if it would be safe to say when Mr. McDonald finds that information on what impact it has and when the City Council Meeting is scheduled to pass legislation to end the annexation, that if the legislation needs to be rescinded, it can happen at that meeting.

Mr. McDonald said he does not know for a fact, but it may very well be that way.

Mrs. Byrge said she has no problem rescinding the resolution at the proper time, but she would like Mr. McDonald to come back with his answers before taking any action.

Mayor Gore said Mr. Rodgers said Council would need a resolution rescinding the statement of services legislation if that course is pursued.

Ms. Van Haaren read the portion of the Ohio Revised Code – Township Or Municipality Consents Or Objects. She said Huber Heights has already filed a pre-annexation agreement and petition of services, and she presented the paperwork from the City's website to Mr. McDonald.

Mayor Gore said Scott Falkowski provided that copy of an agreement as part of the background information for the Council Work Session meeting packet.

Mr. McDonald said the City had 25 days to file to object to that petition, but that 25 days has passed.

Mr. Shaw said Miami County Commissioners are set to meet on October 25, 2021. He said essentially there is no action that the City can take.

Mr. McDonald said assuming Miami County passes it, it then comes back to the City and then the City can accept or reject the annexation. He said if the City does nothing for 120 days, it is deemed rejected, but in this case, the City would definitely do something to formally reject the annexation. He discussed some case law with Type II annexations. He said it all comes down to the City's real authority on this issue is under Section 709.04 when it comes to the City for the final action to accept or reject the annexation.

Mayor Gore asked if the City does not have to wait for Miami County and can pass legislation ending the annexation process, is there even a need to rescind the statement of services legislation.

Mr. McDonald said if the City does not want this annexation, the City should do everything it can in case something is missed. He said he will know soon the best course of action.

Mr. Campbell asked Mr. McDonald in light of the Mayor asking Council to attend a meeting after Mr. McDonald has completed his research, what does he recommend tonight's vote on the motion be?

Mr. McDonald said he is not sure of the legal effect, so he does not know why Council would pass something tonight that could muddy the water when Council can get it right the first time. He said he would have more information on Thursday or Friday.

Ms. Swank said she appreciates the City looking into this matter and trying to be good neighbors.

Mayor Gore said he wants to make it clear that the City did not request the annexation. He said the developer appears to have done that backwards from what the development agreement states.

Mr. Shaw said he would still like a vote on the motion.

Mayor Gore said the vote would be to amend the agenda to discuss rescinding that piece of legislation this evening. He said a no vote would be to not amend the agenda and wait for Mr. McDonald to come back with his legal opinion on how to move forward.

On a call of the vote, Mr. Otto, Mr. Lyons, and Mr. Shaw voted yea; Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Hill, and Mr. Webb voted nay. The motion fails 5-3.

Mayor Gore said he will wait for Mr. McDonald to get that information back to him, and he will schedule a Special City Council Meeting prior to the next regularly scheduled City Council Meeting as needed.

Mr. Otto said regardless of how this plays out, he would be more than happy to take a meeting with the Bethel Township Board of Trustees.

Ms. Cindy Schwartz said she is in Ward 2, and she does not believe residents were asked to give input regarding the services agreement. She said traffic studies were done a while ago and the City was supposed to talk to the Ohio Department of Transportation (ODOT) regarding changes to the entrance to Carriage Trails Boulevard at Brandt Pike. She said she has not heard anything and asked if there is current information as to how that entrance will change.

Mr. Falkowski said the street lights and signage have been upgraded at that intersection. He said he will get an update on the traffic signal portion and updates on what steps are still out there before the next meeting.

Mr. Webb said the last update he received from the former City Manager was that ODOT had to come to an agreement on a traffic signal and what improvements would be made to that area. He said Mr. Schommer had also talked about turn lanes. He said it has been on his list and it is something that Council is not going to let go.

Ms. Schwartz said from watching the Council Work Sessions and City Council Meetings between the September 7-13, 2021, it was said sooner rather than later regarding the proposed joint meeting, and it has been close to or over a month. She asked if that meeting is still in the process of being arranged.

Mayor Gore said just because the Ohio Revised Code says Miami County should vote yes and to assume Miami County is going to vote yes is a far stretch in his opinion. He said he did not feel it was appropriate for this Council to be involved in any kind of meeting where Council may have some type of influence one way or another over what Miami County may or may not do. He said once Miami County makes a decision, then Council and Bethel Township can have whatever meetings are wanted. He said that is why he paused the discussion of the meetings. He said it sounds like it does not matter now as long as Mr. McDonald gets that information back to Council to stop the annexation process. He said if Miami County votes no, then none of this conversation ever needed to happen.

Ms. Schwartz disagreed and said it is always important that residents get to voice their opinions.

Mr. Don Black, a Bethel Township Trustee, said he has lived on Singer Road for 65 years. He asked about the traffic light at State Route 201 and Carriage Trails Boulevard and asked if he understood correctly that Council does not know what is going to happen there.

Mayor Gore said Council's desire is to have a traffic light, but there are four entities involved. He said Council has passed legislation to allow whatever is necessary to install the traffic light.

Mr. Black said if there is not an approval, why is dirt being moved and why is a pond



being filled in.

Mr. Falkowski said the developer/property owner, is doing that work. He said that pond is not a retention pond and no pipes are going into that area. He said that is a place where the developer is leveling it off to create a landscaped area.

Mr. Black said to dig it and then fill it in, it seems like there is something hidden there.

Mr. Falkowski said he believes it was to be a water feature at one point in time and with the rock, it was not feasible. He said it was just there for aesthetics.

Mr. Otto said he believes if two entities are in agreement on a common goal it is absolutely appropriate to work together to achieve the common goal. He said if the parties could get together to discuss with the other entities involved, he does not believe these things should be kept separate.

Mrs. Byrge asked if the traffic study has been completed. She asked when the resolution for that intersection is established will that plan need to go through the Miami Valley Regional Planning Commission (MVRPC) for funding.

Mr. Falkowski said he needs to check on the traffic study with the City Engineer. He said the project would not have to go through MVRPC, but there might be potential for some funding. He said it could be something the City could just pay for or there could be a sharing of funds between the communities.

Mr. Shaw said it was stated that after Council met on September, 13, 2021, Council gave direction to the Clerk of Council to attempt to schedule a joint meeting with Bethel Township. He said from the information provided today, the invitation was rescinded on September 27, 2021. He said he did not give the Clerk of Council authorization to rescind that meeting, and he did not see any email communication from Mr. McDonald stating any type of legal concern. He asked Mayor Gore if he is stating that he gave that direction on his own to rescind that meeting.

Mayor Gore said when Mr. Rodgers was trying to get everyone's schedules together, he told Mr. Rodgers he was not comfortable meeting before Miami County made a decision because he did not believe Council should be involved in influencing the decision of another governmental agency.

Mr. Shaw asked if Mayor Gore did not believe that information should have been shared with all of Council at that time because Council gave that direction. He said he did not receive that communication.

Mayor Gore said he had discussed that information with Mr. Rodgers.

**8. Citizens Registered to Speak on Agenda Items**

There were no Citizens Registered To Speak On Agenda Items this evening.

**9. City Manager Report**

Interim City Manager Scott Falkowski said the Huber Heights Veterans Memorial is going well and still on schedule. He said the majority of the concrete work is complete and the granite monuments are set to arrive this week and will be in place by next week. He said there will be a dedication ceremony and a Veterans Day event at that location. He said the parking lot will be repaved as well. He said at Monita Field Park, the pump track is under construction. He said work on the BMX track will begin next week, and the skate park ramps are scheduled to arrive next week also. He said all of this work should be completed by the end of October. He said this weekend on Saturday is the Bites in the Heights, a car show, and a movie night at the Rose Music Center with free admission. He said the food trucks are on site from 11:00 a.m. to 6:30 p.m., the car show is from 2:00 p.m. to 6:30 p.m., and at 6:30 p.m. inside the facility is the movie, Casper.

**10. Pending Business**

There is no Pending Business this evening.

**11. New Business**

**CITY COUNCIL  
Anthony Rodgers, Clerk of Council**

- A. An Ordinance Amending Certain Sections Of Part Three, Traffic Code, Of The City Code Of Huber Heights.  
(first reading)

Mr. Rodgers said these are recommendations for amendments to the City Code in Part Three - Traffic Code from the Ordinance Review Commission that has been meeting over the past year. He said these recommendations were reviewed in detail at the Council Work Session.

Mayor Gore said the Council Work Session recommendation was to waive the second reading and adopt this item this evening.

Mr. Campbell moved to waive the second reading; Mr. Hill seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mr. Hill, Mr. Webb, Mr. Shaw, and Ms. Baker voted yea; none voted nay. The motion passes 8-0.

Mrs. Byrge moved to adopt; Mr. Webb seconded the motion. On a call of the vote, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mr. Hill, Mr. Webb, Mr. Shaw, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passes 8-0.

- B. An Ordinance Amending Certain Sections Of Part Seven, Business Regulation Code, Of The City Code Of Huber Heights.  
(first reading)

Mr. Rodgers said this item is basically the same as the previous one, but for Part Seven - Business Regulation of the City Code. He said at future meetings through the remainder of the year, he will be coming back with recommended changes to the other sections of the City Code for approval based on the recommendations of the Ordinance Review Commission. He asked that Council waive the second reading and pass this item this evening.

Ms. Baker moved to waive the second reading; Mrs. Byrge seconded the motion. On a call of the vote, Mr. Otto, Mr. Lyons, Mr. Hill, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 8-0.

Mr. Otto moved to adopt; Mr. Hill seconded the motion. On a call of the vote, Mr. Lyons, Mr. Hill, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Otto voted yea; none voted nay. The motion passes 8-0.

**12. City Official Reports and Comments**

Mr. Shaw said he is hoping at the next Council Work Session there will be a resolution to approve the softball field lease agreement as well as address the traffic safety concerns that have been raised. He thanked the Bethel Township residents for coming out and making their voices heard. He said this past weekend, he volunteered with the Huber Heights Athletic Foundation (HHAF). He said the HHAF needs volunteers, and he asked residents to reach out to help with Wayne Bingo which is in its thirtieth year. He said Big Sandy is moving forward and finally has glass in the building. He congratulated Wayne High School on its victory over Fairmont High School. He thanked the volunteers who put on the barn dance event this weekend. He said the Huber Heights City Schools put on the Homecoming Parade in the last few weeks. He said he did not receive an official invite for the parade, and through some review with the Clerk of Council, the City Manager, and the Superintendent, it appears he was intentionally not invited. He said he received a phone call from the Superintendent who apologized greatly for that issue and assured him it was not his personal intention and came from a breakdown of

communication. He said the Superintendent agreed with him that there were some unfortunate situations that occurred. He said he finds it very unfortunate as he has personally supported that government board every year for the Homecoming Parade, and it appears that other members of Council did receive that invite.

Mr. Webb said he did not get an invite to the Homecoming Parade, but he saw it on Facebook and he showed up like he does every year. He said he does not think it was a deliberate slight against Mr. Shaw. He said regarding the traffic light issue, on January 11, 2021, this Council passed Resolution No. 2021-R-6958, and he read the resolution title. He said there has been a change in leadership with the City Manager, so this matter may have been pushed aside a bit, but he promised Council will stay on this item. He said October is Breast Cancer Awareness Month and this month is personal for him. He said he spent a lot of years working with fundraising for breast cancer organizations throughout the Miami Valley and nationwide. He said he and his wife have been very involved for over 20 years. He said it never really hits you quite as hard as when it hits you in your own home, as his wife was diagnosed with breast cancer. He said 1 out of 8 women suffer from breast cancer. He asked everyone to keep that awareness in their hearts this month.

Mr. Otto gave a shout out to Cindy Davidson and her nonprofit organization for the barn dance. He said he hopes to continue doing things like that within the community. He said he was at the Homecoming Parade and was only there because Mr. Shaw called him as Mr. Shaw was driving by taking his son to a football game. He said he did not receive an invitation, and normally Anthony Rodgers sets that up and gets the information out to Council. He said he got over there real quick and there was an entry under Huber Heights City Council. He said the Mayor and a few Councilmembers were there along with a commission member. He said he also received zero indication this parade was going to happen. He said he does not know how the communication broke down. He said in discussions he has had with others, he understands the Mayor was given the task of notifying the City of the event. He said it is unfortunate and he hopes these things do not continue. He said he thought about filing a complaint, but those things never go anywhere. He said it did seem intentional.

Mayor Gore said he worked at the school and there was no formal invitation sent to anyone at the City. He said he saw an email about the parade and specifically asked the organizer to communicate with Council to determine if they were going to be available. He said everyone knows the Homecoming Parade is the Wednesday before the Homecoming football game. He said the Superintendent said Mr. Shaw called complaining, and the Superintendent did not call him to apologize and he reiterated Mr. Shaw's earlier statement that the Superintendent called him. He said when he told the organizer he was interested, she made a City Council entry for the parade. He asked if Council can move on from the pettiness.

**13. Executive Session**

There was no need for an Executive Session this evening.

**14. Adjournment**

Mayor Gore adjourned the Regular Session City Council Meeting at 8:14 p.m.

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

AI-7914

**New Business A.  
City Council**

**City Council Meeting**

**Meeting Date:** 10/25/2021

Citizens Water and Sewer Advisory Appointment - S. Brewer

**Submitted By:** Karen Powell

**Department:** City Council

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 10/19/2021

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

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

**Agenda Item Description or Legislation Title**

A Motion To Appoint Seth Brewer To The Citizens Water And Sewer Advisory Board For A Term Ending January 1, 2023.

**Purpose and Background**

The City's interview panel recommends the appointment of Seth Brewer to the Citizens Water and Sewer Advisory Board for a term ending January 1, 2023. A background check on Mr. Brewer was processed through Human Resources.

**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**

Application - S. Brewer



6131 Taylorsville Road  
 Huber Heights, Ohio 45424  
 Phone: (937) 233-1423  
 Fax: (937) 233-1272  
[www.hhoh.org](http://www.hhoh.org)  
 An Equal Opportunity Employer

# Application For City Boards and Commissions

Qualified applicants are considered for all positions without regard to race,  
 color, religion, sex, national origin, marital or veteran status, or disability.

**PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION  
 COMPLETELY AND ACCURATELY**

<b>Board or Commission Applied For:</b> Citizens Water and Sewer Advisory Board	<b>Date Applied:</b> 9/17/21
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Brewer	Seth	Andrew
Last Name	First Name	Middle Name
4753 Rittenhouse Drive	Huber Heights	Ohio
Address	City	State
937-626-5110	937-626-5110	SethBrewer18@gmail.com
Home Phone Number	Daytime Phone Number	E-mail Address

## EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
<b>HIGH SCHOOL</b>	Carroll High School	High School Diploma
<b>COLLEGE</b>	Ohio University	Associates Business, Arts, & Social Sciences
<b>GRADUATE SCHOOL</b>		
<b>OTHER (Specify)</b>	University of Cincinnati	Project Management Certificate

## COMMUNITY INVOLVEMENT

Please list all civic, community, or non-profit organizations to which you have belonged or currently do belong, and your dates of service.

Organization	Dates of Service
N/A - Tried Running for School Board	

## EMPLOYMENT HISTORY

Name of Employer	Position(s) Held	Dates of Employment
Engineered Vision, Inc	Head of Business Development	May 2018 - Present
Client Generation Tactics	Owner	2014 - Present
House of Calls	Marketing Project Director	2014 - Present
Dry Rain Media	Director of Project Development	2013 - 2015
The Club Haus	Business Analyst	2013

## REFERENCES

Chad Stroud	216 West Bigelow Ave., Plain City, Ohio 43064	614-636-4005
Name	Address	Telephone Number
Michael Blackwell	Portland, Oregon - Email michaelblackwell04@gmail.com	937-829-8128
Name	Address	Telephone Number
Walt Horvath	7055 Chambersburg Road, Huber Heights, Ohio	937-236-3631
Name	Address	Telephone Number

## STATEMENT OF INTEREST

Please tell us why you are interested in serving on this board or commission

I am interested in serving on the Citizens Water and Sewer Advisory Board for the status of our water is vital to the community. Having the right individuals recommending correct practices and new technologies is imperative to the growth our city is currently experiencing. I have wanted to serve the community I love for some time now. After an unfortunate experience with submitting petitions to run for school board (presently being researched by the Board of Elections), I wanted to find a route to still serve my community without waiting for the next round of vacancies.
With multiple contacts in water purification and new technologies due to my involvement in the automation industry, I would be a perfect fit to be a part of the Citizens Water and Sewer Advisory Board.
Thank you for the opportunity to provide this application.

## REQUIREMENTS AND APPLICANT STATEMENT

Are you at least 18 years of age?  Yes  No

Do you currently reside in the City of Huber Heights?  Yes  No

Have you resided in the City of Huber Heights for at least one year prior to making this application?  Yes  No

Are you a registered voter?  Yes  No

Are you willing to sign a release to allow the City of Huber Heights to perform a background screening and criminal records check?  Yes  No

I certify that all of the information furnished in this application and its addenda are true and complete to the best of my knowledge. I understand that the City of Huber Heights may investigate the information I have furnished and I realize that any omissions, misrepresentation or false information in this application and/or its addenda may lead to revocation of any volunteer appointment.

I hereby acknowledge that I, voluntarily and of my own free will, have applied for a volunteer position with the City of Huber Heights with the understanding that the City may use a variety of screening procedures to evaluate my qualifications and suitability for appointment. I have been advised that these screening procedures might include, but are not limited to, interviews, criminal record checks, driving records checks and reference checks. I also acknowledge that any such screening procedures, as reasonably required by the City of Huber Heights, are prerequisites to my appointment to a volunteer position with the City of Huber Heights.

In addition, I also hereby understand that the City of Huber Heights cannot guarantee the confidentiality of the results of, or information obtained through the aforementioned screening procedures. Decisions of the Ohio Supreme Court regarding the Ohio Public Records Act indicate that, with certain enumerated exceptions, records maintained by a governmental entity are a matter of public record and, should a proper request be made by a member of the public for such records, the governmental entity would be required to make such records available to that member of the public within a reasonable time. Additionally, all information furnished in this application is subject to disclosure under the Ohio Public Records Act.

Therefore, in consideration of my application being reviewed by the City of Huber Heights, under no legal disability, and on behalf of my heirs and assigns, hereby release and agree to hold harmless the City of Huber Heights and any of its agents, employees, or related officials from any and all liability, whatever the type and nature resulting from the administration of any such screening procedures and/or release of the results therefrom.



9/17/21

**Signature**

**Date**

AI-7915

**New Business B.  
City Council**

**City Council Meeting**

**Meeting Date:** 10/25/2021

Arts and Beautification Commission Appointment - L. Shelton

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 10/19/2021

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

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

---

**Agenda Item Description or Legislation Title**

A Motion To Appoint Laura Shelton To The Arts And Beautification Commission For A Term Ending June 30, 2022.

**Purpose and Background**

The City's interview panel recommends the appointment of Laura Shelton to the Arts and Beautification Commission for a term ending June 30, 2022. A background check on Ms. Shelton was processed through Human Resources.

---

**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:**

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**Attachments**

Application - L. Shelton

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6131 Taylorsville Road  
 Huber Heights, Ohio 45424  
 Phone: (937) 233-1423  
 Fax: (937) 233-1272  
[www.hhoh.org](http://www.hhoh.org)  
 An Equal Opportunity Employer

# Application For City Boards and Commissions

Qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, marital or veteran status, or disability.

**PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION COMPLETELY AND ACCURATELY**

<b>Board or Commission Applied For:</b>	<b>Date Applied:</b>
---	----------------------

Shelton	Laura	R
Last Name	First Name	Middle Name
6361 Nightwind Court	Huber Heights	OH 45424
Address	City	State Zip Code
(937) 929-0094	(937) 929-0094	laurarshelton@gmail.com
Home Phone Number	Daytime Phone Number	E-mail Address

## EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
<b>HIGH SCHOOL</b>	Wayne High School	Diploma
<b>COLLEGE</b>	Clark State Community College	A.A.B Human Resource Management
<b>GRADUATE SCHOOL</b>		
<b>OTHER (Specify)</b>	Miami Valley Career Tech Center	Marketing & Media/Diploma

## COMMUNITY INVOLVEMENT

Please list all civic, community, or non-profit organizations to which you have belonged or currently do belong, and your dates of service.

Organization	Dates of Service
Mindy's Planet, Non-Profit	05/2019 - Current



## REQUIREMENTS AND APPLICANT STATEMENT

Are you at least 18 years of age?  Yes  No

Do you currently reside in the City of Huber Heights?  Yes  No

Have you resided in the City of Huber Heights for at least one year prior to making this application?  Yes  No

Are you a registered voter?  Yes  No

Are you willing to sign a release to allow the City of Huber Heights to perform a background screening and criminal records check?  Yes  No

I certify that all of the information furnished in this application and its addenda are true and complete to the best of my knowledge. I understand that the City of Huber Heights may investigate the information I have furnished and I realize that any omissions, misrepresentation or false information in this application and/or its addenda may lead to revocation of any volunteer appointment.

I hereby acknowledge that I, voluntarily and of my own free will, have applied for a volunteer position with the City of Huber Heights with the understanding that the City may use a variety of screening procedures to evaluate my qualifications and suitability for appointment. I have been advised that these screening procedures might include, but are not limited to, interviews, criminal record checks, driving records checks and reference checks. I also acknowledge that any such screening procedures, as reasonably required by the City of Huber Heights, are prerequisites to my appointment to a volunteer position with the City of Huber Heights.

In addition, I also hereby understand that the City of Huber Heights cannot guarantee the confidentiality of the results of, or information obtained through the aforementioned screening procedures. Decisions of the Ohio Supreme Court regarding the Ohio Public Records Act indicate that, with certain enumerated exceptions, records maintained by a governmental entity are a matter of public record and, should a proper request be made by a member of the public for such records, the governmental entity would be required to make such records available to that member of the public within a reasonable time. Additionally, all information furnished in this application is subject to disclosure under the Ohio Public Records Act.

Therefore, in consideration of my application being reviewed by the City of Huber Heights, under no legal disability, and on behalf of my heirs and assigns, hereby release and agree to hold harmless the City of Huber Heights and any of its agents, employees, or related officials from any and all liability, whatever the type and nature resulting from the administration of any such screening procedures and/or release of the results therefrom.

Laura Shelton

9/14/2021

**Signature**

**Date**

AI-7922

**New Business C.  
City Council**

**City Council Meeting**

**Meeting Date:** 10/25/2021

City Manager Search Firm Proposal - Baker Tilly US, LLP - Agreement

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session  
**Date(s) of Committee Review:** 10/04/2021 and 10/19/2021

**Audio-Visual Needs:** SmartBoard **Emergency Legislation?:** No

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

---

**Agenda Item Description or Legislation Title**

A Resolution Authorizing The Interim City Manager To Enter Into An Agreement With Baker Tilly US, LLP To Conduct A Search Process For The City Manager Position.  
(first reading)

**Purpose and Background**

The City Council received two presentations at the October 4, 2021 Council Work Session from representative(s) of the two City Manager search firms selected by the City Council from the five proposals received - Slavin Management Consultants and Baker Tilly US, LLP.

This agenda item was discussed by the City Council at the October 19, 2021 Council Work Session and the City Council recommended entering into an agreement with Baker Tilly US, LLP as the firm to conduct the City Manager search process.

The proposal from Baker Tilly US, LLP is also included in the meeting packet (see attached).

---

**Fiscal Impact**

**Source of Funds:** General Fund

**Cost:** \$30,000

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

---

**Attachments**

Proposal - Baker Tilly US, LLP  
Presentation - Baker Tilly US, LLP  
Resolution  
Exhibit A

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# City of Huber Heights, Ohio

RFP 21-001-CC

*Proposal to provide a City Manager search*

August 2, 2021

**ORIGINAL**

 **bakertilly**  
now, for tomorrow.

cost to the City of Huber Heights.

- 🕒 **Timeline:** Provide an estimated, standard timeline for installation, implementation and creative design services. **Timeline should be included in bid documents.**
- 🔧 **Configuration and Pricing:** Bidder must itemize all charges for individually identifiable components of the proposed system, including all associated installation, programming and training if applicable. Bidder must include charges for all components required to connect any applicable applications.

### **RFP Checklist:**

Please review and check off these 10 most important items to consider when responding to an RFP for the City of Huber Heights:

✓	<b>Read the <i>entire</i> document.</b> Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
✓	<b>Note the procedures for communication with the City during the RFP process.</b> All communication during the RFP process must be in writing. Offerors should not contact City personnel or officials outside of the opportunity provided in the document.
✓	<b>Attend the pre-proposal conference</b> if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
✓	<b>Take advantage of the “question and answer” period.</b> Submit your questions by the due date listed and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
✓	<b>Follow the format required in the RFP</b> when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
✓	<b>Provide complete answers/descriptions.</b> Read and answer <b>all</b> questions and requirements. Don’t assume the City or the evaluating staff will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City of Huber Heights. The proposals are evaluated based solely on the information and materials provided in your response.
✓	<b>Use the forms provided, if any.</b> e.g., bidders’ submittal page, reference forms, attachment forms, etc.
✓	<b>Before submitting your response,</b> check the City’s website at: <a href="http://www.hhoh.org">www.hhoh.org</a> to see whether any addenda were issued for the RFP.



✓	<b>Review and read the RFP document again</b> to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluating staff members and will be used to score your response.
✓	<b>Submit your response on time.</b> Note all the dates and times listed in the RFP and be sure to submit all required items on time. Late proposal responses are <i>never</i> accepted.

Please Note:

All potential contractors are strongly urged to submit supporting documentation as to their qualifications to perform the Scope of Work.

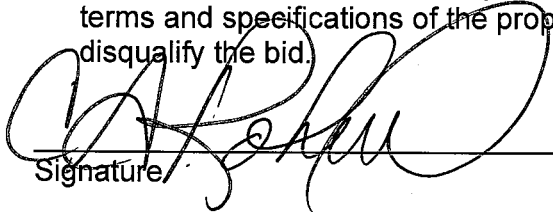
Certificate of Insurance, Reference List and Timeline must be attached.

If additional comments or conditions are desired, please attach a separate sheet providing details.

Include all proposed equipment specifications; showing manufacturer name, model, etc. depicting unit specifications and other pertinent information.

Certification:

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal, and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

  
 \_\_\_\_\_  
 Signature

Chuck Rohre  
 \_\_\_\_\_  
 Print Name

chuck.rohre@bakertilly.com  
 \_\_\_\_\_  
 Email Address

Baker Tilly US, LLP  
 \_\_\_\_\_  
 Company Name

July 29, 2021  
 \_\_\_\_\_  
 Date

Managing Director  
 \_\_\_\_\_  
 Title

(214) 608 7477  
 \_\_\_\_\_  
 Phone

---

## Exceptions

Per RFP 7.1, we take exception to the following section of the RFP: Insurance. If selected, we will provide the City with a copy of our standard engagement terms for review. Notwithstanding anything to the contrary in the RFP, should the City wish to propose alternative terms or proceed on the basis of its own format agreement, we will require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.





Baker Tilly US, LLP  
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T: +1 (651) 223 3000  
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bakertilly.com

August 2, 2021

Mr. Anthony C. Rodgers, MPA  
Clerk of Council  
City of Huber Heights  
6131 Taylorsville Road.  
Huber Heights, Ohio 45424

Dear Mr. Rodgers:

Baker Tilly US, LLP ("Baker Tilly") appreciates the opportunity to submit the following proposal for executive recruitment services to the City of Huber Heights (the "City") to help you identify your next City Manager. We believe that our record of successfully placing qualified and very accomplished professionals, along with our extensive experience providing executive recruitment services to cities, counties and other public-sector organizations nationwide, will be beneficial for your recruitment and will allow us to find the candidate who has the traits, skills, experience and overall competence you desire for your organization.

We know that you have options when it comes to selecting a recruitment firm. However, we believe that our unique approach, highly regarded customer service practices, and our record of identifying and recruiting top level executives in similar roles, sets us apart from our competitors. Additionally, we offer the following unique features:

- **Customized profile development:** working with the Mayor, members of the City Council, designated staff and community, we develop a customized candidate profile based on the required, desired and preferred qualifications, traits and attributes you seek in the individual you interview or hire for your next City Manager. We strive to understand how Huber Heights's current and anticipated needs and organizational priorities will shape your recruiting and selection requirements; then we collaborate with you to develop a nationwide or regional marketing, recruiting and outreach campaign. This approach has proven to effectively allow us to identify, attract and recruit highly qualified candidates for your review.
- **Proprietary management/leadership assessment:** relying on exclusively licensed predictive analytics tools (using data to determine patterns and forecast future outcomes and trends), we administer assessments to selected applicants to help us identify human potential in each of the candidates we present to you. Results are "Real," "Impactful," and "Powerful." Furthermore, these results can provide you with more profound insights into the candidate's management traits and leadership styles based on scientific data.
- **Recorded video interviews:** we ask selected candidates (semi-finalists) to complete a recorded, one-way video interview, using questions developed from your "candidate profile," which gives your review team an additional tool to evaluate the semi-finalists before inviting them to a face-to-face interview.
- **Proprietary online application management:** our exclusively licensed, proprietary online application system enables us to efficiently manage applicant flow, classification and allows us to communicate with each applicant quickly and effectively. We communicate in real time with applicants, thereby engaging and informing them of each step, search related assignment and corresponding timeline throughout the process. Our system also allows us to access, review and evaluate thousands of prior applicants or individuals who have manifested interest in similar positions. Generally, these are individuals who may not be actively seeking a job, but who may be open to "the right opportunity." This is another benefit and advantage we provide to our clients, which enables us to access a larger number of active and passive job seekers.

## Required statements

- Baker Tilly is a limited liability partnership registered in the States of Illinois and Wisconsin. Our Federal Tax Identification number is 39-0859910.
- Managing Director Chuck Rohre has actual authority to make decisions as to matters relating to this RFP and to bind Baker Tilly.
- This quote meets the minimum qualifications set forth in this RFP and accepts all requirements and terms and conditions contained in this RFP. Exceptions are provided as part of the RFP Checklist.
- Baker Tilly does not discriminate in its employment practice with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin or disability.
- No attempt has been made or will be made by Baker Tilly to induce any other person or firm to submit or not submit a quote.
- Neither Baker Tilly nor any of its agents has a possible conflict of interest with any city employee involved in the RFP and any ensuing Contract(s) or any other conflict of interest.

This proposal details our approach, expertise, references and pricing for this executive recruitment. Our team would consider it a professional privilege to provide these services to the City of Huber Heights.

Very truly yours,


BAKER TILLY US, LLP



Chuck Rohre, Managing Director  
Authorized Representative

M: +1 (214) 608 7477

E: [chuck.rohre@bakertilly.com](mailto:chuck.rohre@bakertilly.com)



Patty Heminover, Director  
Project Team Leader

Patty Heminover, Director  
Project Team Leader

T: +1 (651) 968 7841

E: [patty.heminover@bakertilly.com](mailto:patty.heminover@bakertilly.com)

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Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.



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# 1. General information

## Firm introduction

Baker Tilly is a nationally recognized firm with a long history of service to clients located throughout the country. For 90 years, Baker Tilly has understood that our business demands absolute integrity, a belief in the value of trusted relationships and a willingness to collaborate with every client. We will strive to continue to deepen and enhance our relationship with Huber Heights as we seek to become your Value Architect™.

Executive recruitment for public and non-profit clients has been a part of Baker Tilly's portfolio of advisory services for more than 30 years. Within Baker Tilly, our executive recruitment team consists of 10 recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with cities, counties, special districts and school districts and the many different disciplines that comprise the Huber Heights organization. Baker Tilly's consultants bring an experienced, participatory and energetic perspective to each engagement. Our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed your expectations. Our combined consultant team has conducted over 1,500 executive searches.

The Baker Tilly project team will collaborate with the Mayor, City Council and the City's designated staff as your technical advisor to ensure that the recruitment process for your next City Manager is conducted in a thorough and professional manner consistent with "best practices" in the public sector executive recruitment space. Our objective is to generate highly qualified candidates and assist you with the screening and evaluation of these candidates.

Since our firm's beginning, we have emerged as a leader in human resource management consulting and executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and leading-edge products.

## Project contacts and locations

**Chuck Rohre, Managing Director**  
2500 Dallas Parkway, Suite 300  
Plano, TX 75093

T: +1 (972) 748 0300  
M: +1 (214) 608 7477  
F: +1 (214) 452 1165  
E: [chuck.rohre@bakertilly.com](mailto:chuck.rohre@bakertilly.com)

**Patty Heminover, Director**  
380 Jackson Street, Suite 300  
Saint Paul, MN 55101

T: +1 (651) 223 3058  
M: +1 (651) 968 7841  
F: +1 (651) 223 3046  
E: [patty.heminover@bakertilly.com](mailto:patty.heminover@bakertilly.com)

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## **2. Understanding and approach**

*The recruitment will be national and inclusive in nature, with a candidate pool of diverse, experienced and talented individuals.*

### **Our understanding of Huber Heights's needs**

We understand the City of Huber Heights is looking for a timely, effective, efficient, responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for your next City Manager.

Baker Tilly will work with the Mayor, City Council, City staff and other designated stakeholders to understand the desired qualities and professional capabilities that are most important to your organization for this recruitment. This information helps us present the City of Huber Heights and the vacancy to well-regarded candidates, emphasizing the opportunities for leadership and professional growth as well as presenting Huber Heights as a vibrant and thriving community in which to live and work.

We recognize that there is significant competition for experienced city managers today. For this reason, we work with you to develop a recruitment strategy that includes an aggressive marketing, recruiting and candidate outreach campaign. As you know, a successful recruitment often depends upon the ability to reach successful executives who may not necessarily be in search of new employment opportunities. Thus, we use existing resources to inform and encourage qualified professionals to apply for opportunities with your organization. We believe that these efforts are critical to ensuring that the City receives a qualified candidate pool.

Baker Tilly manages and tracks applicant information and provides regular communications, updating the applicants on the status of the recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide the City with comprehensive information about each candidate we present, expanding beyond applications and resumes, to better understand their professional experience, the leadership and management style they will bring to your organization, and their motivation for pursuing this career opportunity. We also assist you in the preparation of interview questions, interview day scheduling, planning and structuring as needed. Additionally, we are available to you and present throughout each interview session and are able to facilitate your deliberations and negotiations with the top candidate.

### **Recruitment solutions during the Covid-19 Pandemic**

In response to the COVID-19 Pandemic, the Baker Tilly executive recruitment team leader will work closely with Huber Heights's designated point of contact to develop alternative methods to complete all aspects of our established search processes using existing technologies and ensure the overall safety of all involved, which may include virtual or telephonic meetings, interviews, or conversations.

## 2. Understanding and approach

---

As such, we will creatively collaborate with your organization to provide you with access to critical information you may need to make your hiring decisions. Additionally, we can utilize our capability for video conferencing during meetings, candidate interviews, etc.

When the time arrives for the Mayor and City Council to interview candidates, we may encourage and support the steps established or recommended by local, state or federal guidelines, public health and medical professionals, including social distancing guidelines and protocols.

Baker Tilly has successfully organized several successful virtual and on-site interview processes following the prescribed social distancing protocols and best practices. As such, Patty Heminover is able to provide corresponding on-site support and assistance, if requested.

### Remote work

For Baker Tilly, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. As of this writing, our firm is allowing many professionals to work remotely. Because Huber Heights expects and deserves tailored, personalized service, we recognize that this policy may cause concern. **Please understand that we are prepared to deliver an exceptional service experience remotely if necessary.**

The City's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the City are not able to meet in person, we have web conferencing software – including Zoom and WebEx – to quickly set up online meetings. We also use Microsoft Teams, which facilitates easier communication and project management.

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for Huber Heights and Baker Tilly to come together, share files, assign tasks, and track activity in a secure environment. Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of your engagement will always be available. We also use Microsoft Teams, which facilitates easier communication and project management.

The logo for Huddle, featuring the word "huddle" in a bold, lowercase, sans-serif font with a trademark symbol (TM) to the upper right.

## 2. Understanding and approach

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### **Proposed solution to meet Huber Heights's needs**

*The recruitment will be conducted out of our Saint Paul, Minnesota office. Patty Heminover will serve as the project team leader. Our proven process includes five major tasks:*

#### **1. Recruitment brochure development and advertising**

- We schedule and meet with Huber Heights's elected officials, appointed management team members and key stakeholders, as requested, to understand your desired needs, strategic directions, overall candidate expectations and to develop a candidate profile

#### **2. Execution of recruitment strategy and identification of quality candidates**

- Using the approved profile, we develop a colorful, appealing brochure and embark on a national or regional targeted recruitment campaign
- Additionally, we simultaneously launch a direct applicant outreach campaign targeting eligible prospects identified via our extensive searchable applicant database
- Using our proprietary applicant tracking system, we communicate and update applicants on key processes and corresponding search progress

#### **3. Screening of applications, recommendation of semi-finalists and selection of finalists**

- Once we identify the most promising applicants, we ask them to complete our due diligence questionnaire and a candidate questionnaire while the project team conducts a comprehensive web and social media scan to elicit information that could be relevant to employment
- These applicants also complete a recorded, one-way video interview of selected questions designed to secure a different perspective on the applicant's overall qualifications
- We provide you with a Semi-Finalists Report of the top candidates, which includes resumes, cover letters and due diligence questionnaire responses
- Selected finalists complete a management and leadership style and strengths assessment (personality and behavior analysis) to provide us with important information about their styles, temperament, preference, etc.

#### **4. Conducting background checks (criminal, civil, credit and driving record), reference checks and academic verifications**

- Background records checks and academic verification
- References

#### **5. Final interview process**

- Once the Mayor and City Council identifies its top 3-5 finalists, we work with you and the finalists to coordinate all aspects of the interview process
- Employment offer – assistance and feedback

## 2. Understanding and approach

### Recruitment approach

#### Task I. Recruitment brochure development and advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in your recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of City Manager. The recruitment brochure will also include a profile that captures the essence of Huber Heights as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochure, the project team leader will come on site to meet with the Mayor, City Council, City staff and other designated stakeholders to discuss the required background, professional experience, and management and leadership characteristics for your City Manager. We meet individually (or collectively depending upon your preference) with the Mayor and members of the City Council to broaden our understanding of the position's leadership and management requirements, current issues, your strategic priorities and your expectations for the City Manager. [See example of a recruitment brochure in Appendix I.]

Information obtained from these meetings, coupled with our review of the job description and other City documents, is used to prepare a position and candidate profile. The completed profile will be approved by the City before recruitment begins. The position and candidate profile will be central to our recruitment strategy and outreach to potential candidates.

The project team will also work with the City to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our team will place ads in appropriate professional publications, websites and local print media, if required, and coordinate with City staff to include information about the search on the City's social media platforms. Additionally, Baker Tilly has a high-traffic website which includes an exclusive location dedicated to encouraging potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with Huber Heights's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to further promote the City Manager position.

Project milestone	Deliverables	Timeline
Position profile and recruitment brochure development	<ul style="list-style-type: none"><li>- Interviews with the City</li><li>- Baker Tilly receives information on Huber Heights's budgets, organizational charts, images, logos, etc.</li><li>- Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline)</li></ul>	2 weeks
Approve brochure, begin advertising and distribute marketing letter	<ul style="list-style-type: none"><li>- Brochure sent to the City for final approval</li><li>- Commence advertising and distribution of recruitment brochure</li></ul>	1 week



## 2. Understanding and approach

### Task II. Execution of recruitment strategy and identification of quality candidates

Utilizing the information developed in Task I, Baker Tilly will identify and reach out to individuals who will be outstanding candidates for the position of City Manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by the creation of a customized database utilizing our extensive, interactive applicant database for the City Manager position. This will provide the Baker Tilly team with the ability to customize applicant flow and tracking, communication with applicants and conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

During this part of the process the project team will work with the Mayor, City Council and designated City staff to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the City Manager and match the candidates to each attribute.

While recruitment is under way, the project team will work with a team of up to 10 subject matter experts (SMEs) who know what successful performance in the City Manager position looks like to reach consensus on the desired leadership and management style for the ideal candidate. We ask the SMEs to complete a 30-minute, on-line questionnaire. When aggregated, these responses generate a benchmark that prioritizes the key competencies, work values and leadership/management style attributes for this position, creating a framework for assessing candidate fit with Huber Heights. Later in the process, finalists for the position are asked to complete a companion questionnaire that allows us to match candidates' competencies, work values and leadership/management style to the benchmark. [See sample excerpt of TTI report in Appendix II.]

Each candidate submitting a resume is sent a timely acknowledgement by our team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project milestone	Deliverables	Timeline
Execution of recruitment strategy and candidate outreach	<ul style="list-style-type: none"> <li>- Online data collection and profile development</li> <li>- Development of interactive, searchable applicant database for recruitment of the City Manager</li> <li>- Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy</li> <li>- Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics</li> </ul>	4-5 weeks

## 2. Understanding and approach

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### Task III. Screening of applicants and recommendation of semi-finalists

In Task III the project team, under the direction of Patty Heminover, will screen the candidates against the criteria within the position and candidate profile and develop a list of semi-finalists for recommendation to the Mayor and City Council. We will then narrow the list to a group of 10-15 semifinalists for review and select finalists on the basis of written candidate questionnaires, early due diligence information, consultant phone interviews and recorded, one-way video interviews.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our team to develop a more comprehensive understanding of each candidate's ability to "think on their feet," as well as their personal and professional demeanor. Our team will provide an online link for the Mayor, City Council and designated City staff, as well as others who have input into the hiring decision, allowing them to review and later discuss the recorded responses. This provides your organization with additional candidate assessment tools that can be customized to fit the unique needs of the City of Huber Heights.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

Project milestone	Deliverables	Timeline
Applicant screening and recommendation of semi-finalists	<ul style="list-style-type: none"> <li>- Baker Tilly compares applications to the approved candidate profile, developed in our searchable applicant database</li> <li>- Most promising applicants are asked to complete candidate questionnaires and provide due diligence information</li> <li>- Media, internet and social media scan for information pertinent to future employment</li> <li>- Top 10-15 candidates identified as semi-finalists</li> <li>- Semi-Finalist Report is prepared, including the brochure, master applicant list, cover letter and resume of candidates to be considered</li> <li>- Baker Tilly, the Mayor and the City Council review video interviews</li> <li>- Project team leader meets with the Mayor and City Council to review recommended semi-finalists</li> <li>- Mayor and City Council selects finalists for on-site interviews</li> <li>- Finalists complete candidate management style assessment, responses are reviewed and interview questions are developed</li> </ul>	2-3 weeks

## 2. Understanding and approach

### Task IV. Conducting background checks, reference checks and academic verifications

When the Mayor and City Council approves of a group of finalists for on-site interviews, Baker Tilly will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and

**Background checks will include information from the following areas:**

Consumer credit	Bankruptcy
City/county – criminal	State district Superior Court – criminal
City/county – civil litigation	State district Superior Court – civil
Judgment/tax lien	Federal district - criminal
Motor vehicle driving record	Federal district – civil litigation
Educational verification	Sex offender registry

***To ensure that our quality standards are maintained, we require a minimum of 10-15 business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.***

Project milestone	Deliverables	Timeline
Design final process with City for on-site interviews with finalists	<ul style="list-style-type: none"> <li>- Baker Tilly confirms interviews with candidates</li> <li>- Travel logistics are scheduled for candidates</li> </ul>	1-2 days
Background and reference checks and academic verification	<ul style="list-style-type: none"> <li>- Baker Tilly completes background checks, reference checks and academic verifications for finalists</li> </ul>	2-3 weeks

### Task V. Final interview process

Upon completion of Task IV, we will work with the Mayor, City Council and others designated to develop the final interview process, including the use of virtual platforms as requested. We customize the final interview process according to the needs and functions of the position and according to your preference, instructions and directives to include steps that are important to you, our client. As such, the final interview process may include meetings with the department heads, a City tour and the opportunity for a meet and greet, if requested by the City. In advance of the interviews, we will provide documentation on each of the finalists which will provide the highlights of their leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The project team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

## 2. Understanding and approach

Project milestone	Deliverables	Timeline
Final Report prepared and delivered to the City	<ul style="list-style-type: none"> <li>- Final Report is prepared; including brochure, interview schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions</li> </ul>	1 day
On-site interviews with finalists	<ul style="list-style-type: none"> <li>- Interviews are scheduled</li> <li>- Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates</li> <li>- If requested, Baker Tilly participates in candidate employment agreement negotiations</li> </ul>	1-2 days
Offer made/accepted	<ul style="list-style-type: none"> <li>- Baker Tilly notifies candidates of decision</li> <li>- Baker Tilly confirms final process close out items with the City of Huber Heights</li> </ul>	1-2 days

### Our strategy for recruitment of diverse candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of Huber Heights's City Manager position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

### Commitment to Diversity, Inclusion and Belonging for Success (DIBS)

At Baker Tilly, diversity, inclusion and belonging is *who we are* rather than *what we do*. Creating an environment where all team members are valued empowers us to bring our authentic selves to work each day. **When our contributions reflect our individual best, we achieve better results for Huber Heights.**

Belonging is a core Baker Tilly value. We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. Each team member commits to upholding a diverse and inclusive workplace driven by fairness, compassion and equality.

**We choose to embed DIBS into all aspects of our business – from strategy to operations.**

**From how we recruit, develop and promote team members, to the way we serve clients, manage projects and treat each other.**

**Day in, day out.**

## 2. Understanding and approach

Throughout the firm, you will find our DIBS philosophy and practices embedded into everything we do. We hire people who bring new perspectives and experiences. We embrace our differences and believe a more open, connected world serves everyone better. DIBS is the lens that helps us see things more broadly and lights the path for us to follow. This benefits our people, our clients and our communities.

### DIBS steering committee



Baker Tilly's national DIBS steering committee is designed to strengthen our firm's culture of diversity, inclusion and belonging. Theresa Nickels, partner and chief legal counsel, chairs this committee. A cross-section of leaders across the firm oversee our strategy – from inclusion-related communications to accountability measures for our key diversity goals and coordination of our signature initiatives described below.

### Growth and Retention of Women (GROW)



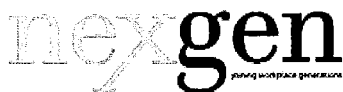
Through our GROW initiative, Baker Tilly provides women valuable opportunities to network, share their stories, acquire skills, strengthen professional relationships and advance in their careers. Our commitment to GROW increases the number of women in management positions, enhances the retention of women at all firm levels, creates an environment where women feel empowered and supports our advocacy of advancing women in business. It also helps us share knowledge gained with clients and creates a workforce that reflects our client base.

### Supporting Opportunity, Advancement and Retention for all (SOAR)



SOAR focuses on improving inclusion and increasing retention of team members of color to create a more inclusive, innovative and productive workforce. Diversity makes each of our professionals unique; inclusion is how that unique team collaborates to achieve common goals. Our SOAR strategy rests on four key pillars: talent acquisition, advancement, education and awareness and recognition.

### NexGen: joining workforce generations



Today, four generations coexist in the workplace – baby boomers, Gen X, millennials and Gen Z – and each brings unique viewpoints influenced by events and experiences in their lifetime. With NexGen, we aim to empower the next generation of team members to collaboratively engage in the firm's progress while promoting an overall investment in our future. Key components of NexGen's vision involve discovering how different generations can build rewarding professional relationships that are mutually beneficial. NexGen amplifies the voices of our firm's next generation of professionals – providing leadership and growth opportunities along the way.

### PRIDE team member network



Our PRIDE team member network exists to support the LGBTQ+ community and their allies within Baker Tilly. We strive to create an open environment centered on LGBTQ+ issues and topics relevant to the workplace. We also acknowledge this effort includes the involvement, support, understanding and acceptance from colleagues across the firm.

## 2. Understanding and approach

### Racial Equity Action Plan (ACTION) and focus on social justice



Our firm developed an ACTION plan to support our strategic goal of increasing the retention of team members of color, and also to create positive change in our communities and our profession. As initial steps in our plan, we convened our DIBS steering committee and formed a racial equity advisory group consisting of a diverse group of team members. We then worked closely with a highly respected consulting firm with more than 30 years of experience to assess the current state of our workplace as it relates to diversity, inclusion and racial equity. We used their recommendations to refine our DIBS strategic plan and inform the next steps in our journey.

During the past few months, Baker Tilly team members have taken the time to have difficult conversations and reflect deeply. Colleagues shared stories of how racism and discrimination affect their daily lives – stories they did not feel comfortable sharing before. Others gained new insight into their own unconscious biases and the steps needed to overcome them. As a firm, we are committed to continue on this learning journey and achieve tangible results together.

### Baker Tilly Foundation support for racial justice advocacy



As a firm, we have made our position clear: we stand against racism and discrimination in any form. The Baker Tilly Foundation's board of directors, with input from our team members, recently selected key racial justice organizations as recipients of direct financial support from our firm –with a commitment to match team member donations. Additionally, our SOAR committees support local social justice causes through event sponsorship, fundraising initiatives and volunteer engagement.

### Tone from the top: CEO Action for Diversity & Inclusion

#### **CEO **ACT!ON** FOR DIVERSITY & INCLUSION**

Baker Tilly is a member of CEO Action for Diversity & Inclusion, a steering committee of CEOs focused on making diversity and inclusion a business priority. CEO Action for Diversity & Inclusion is the most extensive alliance of business leaders openly committed to sharing successful diversity initiatives and lessons learned. This corporate exchange provides a central hub for participating businesses to share successes and challenges. As a member, Baker Tilly pledges to:

- Make our workplaces trusting places to have open conversations about diversity and inclusion
- Implement and expand unconscious bias education
- Share best, and unsuccessful, practices

## 2. Understanding and approach

### Why Baker Tilly is ideally suited to serve Huber Heights

There are many reasons Baker Tilly has distinguished itself from peers in public sector executive recruitment. What makes Baker Tilly different from other firms? **Our executive recruitment solution truly begins with your needs.** The City of Huber Heights deserves to work with a provider that goes beyond checking your recruitment boxes through proactive, responsive insights, a tailored approach and communication. We encourage you to consider how the unique combination of our qualifications make us the right fit to serve the City– today and for years to come.

#### We are experienced and passionate about what we do

Baker Tilly executive recruitment consultants are highly experienced and passionate about local government since all have spent a significant part of their professional careers in senior leadership positions for cities, counties and school districts. Our team has recruited and placed more than 1,400 executive-level positions within cities, counties, school districts and public and not-for-profit organizations since 2000.

#### We are focused on exceeding your expectations

We believe in local government and want to assist the City of Huber Heights organization in building a great team. We want your organization to hire us again based on the success we achieve the first time we work together.

#### We believe that “ethical business practices” are a catalyst for success

These practices include operating with transparency, responsiveness and sensitivity to the culture of your organization while pursuing an unrelenting commitment to high quality and professional services.

#### We believe in diversity

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. We are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council.

#### We conduct a timely, high-quality recruitment that is within budget

For an all-inclusive, not-to-exceed professional fee that includes the cost of professional services by the project team leader, the project support staff and all project related expenses such as advertising, preparation of a recruitment brochure, background, reference and academic verification checks and travel expenses for up to three on-site visits. We work with you to establish a timeline, respond to Huber Heights’s needs and to unexpected circumstances that may develop during the course of a recruitment in order to expedite the recruitment, but not at the expense of finding high quality candidates for the City.

#### We utilize the latest technologies that uniquely sets us apart

Technology plays an important role in the Baker Tilly executive recruitment process. From our proprietary video interview system and our management/leadership style assessment analysis to our proprietary online application system, we efficiently manage candidate information and provide the Mayor and City Council with unique information about each candidate’s leadership and management style and ability to respond extemporaneously to video questions.

#### We offer a “Triple Guarantee” that commits us to the City’s success

- We remain focused to assist with your executive recruitment until you make an appointment
- We guarantee your executive recruitment for 12 months against termination or resignation for any reason – or we come back to fill the City Manager position for no additional professional fee
- We will not directly solicit any candidates selected under this contract for another position while the candidate is employed with your organization

## 2. Understanding and approach

### Benefits to Huber Heights

Selecting Baker Tilly to conduct your executive recruitment provides you with the following benefits:

#### Comprehensive and structured process

Our process is comprehensive and seamless, reflecting our years of interaction with local government employers and prospective candidates.

#### Transparency

Baker Tilly comes to the City without having any preconceived notions or expectations about the City and prospective candidates. The Baker Tilly team works closely with the City to make sure the process is transparent.

#### Confidentiality

Prospective candidates know that their application will be kept confidential, allowing them to express interest in the City Manager position without jeopardizing their current employment. Our reputation for ensuring candidate confidentiality as permitted by state and local law means that the City can count on maximizing the number of qualified candidates interested in the position.

#### Candidate recruitment

Baker Tilly actively recruits qualified candidates, drawing from our extensive personal and professional connections with capable individuals around the state, region and nation and assuring the City of its access to established managers and rising stars. The ability to widely recruit for prospective candidates is one of the primary benefits of using Baker Tilly.

#### Focused use of the City's time

Baker Tilly's comprehensive process incorporates the active participation of the Mayor and City Council members at key steps in the process. Our process keeps decision makers fully advised and informed of all aspects of the process without requiring them to expend large amounts of time on the recruitment process or to put aside other pressing issues facing the City.

#### Minimize staff disruption

Baker Tilly's search process also minimizes disruptions to Huber Heights's staff, some of whom may have additional duties in this time of transition. Because conducting a thorough recruitment can be time-consuming, Baker Tilly's involvement allows staff to stay focused on their primary and assigned functions.

#### Thorough evaluation of candidates

The City seeks a City Manager of sound professional and personal character. Baker Tilly's process includes a thorough evaluation of the final candidates, including detailed information from references and a careful review of background records.



### 3. Timeline

Below is an estimated timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

**City of Huber Heights, Ohio  
Executive Recruitment  
Preliminary Timeline**

The following timeline represents a preliminary schedule for your executive recruitment based on a commencement date of August 16. Actual target dates will be developed in consultation with and approved by the Mayor and City Council.

Project milestone	Deliverables	Target Date
Profile development, advertising and candidate outreach	<ul style="list-style-type: none"> <li>- Baker Tilly completes interviews to develop candidate profile and recruitment brochure; the City approves ad placement schedule and timeline</li> <li>- Baker Tilly sends draft recruitment brochure to the City</li> <li>- The City returns draft recruitment brochure (with edits) to Baker Tilly</li> <li>- Baker Tilly commences executive recruitment advertising and marketing</li> <li>- Online data collection and profile development</li> <li>- Baker Tilly commences formal review of applications; most promising candidates complete questionnaires</li> <li>- Candidates complete recorded interview online</li> <li>- Baker Tilly completes formal review of applications and sends selected resumes to the Mayor and City Council for review</li> </ul>	<b>September</b>
Applicant screening and assessment and recommendation of semi-finalists	<ul style="list-style-type: none"> <li>- Candidates' recorded interviews are presented</li> <li>- Baker Tilly meets with the Mayor and City Council and recommends semi-finalists; the Mayor and City Council selects finalists for on-site interviews</li> <li>- Finalists complete candidate management style assessment and responses are reviewed and interview questions are developed</li> </ul>	<b>October</b>
Comprehensive background check, academic verifications and reference checks completed for finalists	<ul style="list-style-type: none"> <li>- Baker Tilly completes reference checks / background checks/ academic verification on finalists</li> </ul>	<b>November</b>
On-site Interviews with finalists	<ul style="list-style-type: none"> <li>- Baker Tilly sends documentation for finalists to the Mayor and City Council</li> <li>- The Mayor and City Council conducts on-site interviews with finalists</li> </ul>	<b>November</b>
Employment offer made / accepted	<ul style="list-style-type: none"> <li>- The Mayor and City Council extends employment offer to selected candidate</li> </ul>	<b>TBD</b>

## 4. Proposed fees

*The all-inclusive professional fee to conduct the recruitment is provided below.*

### Professional fee

The all-inclusive professional fee includes the cost of professional services by the project team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of Baker Tilly and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate.

All questions regarding the professional fees and project-related expenses should be directed to Patty Heminover at [patty.heminover@bakertilly.com](mailto:patty.heminover@bakertilly.com) or via phone at (651) 968 7841.

Phase	Description of professional services	Fee
Phase I	Task 1 Candidate profile development/advertising/marketing lead consultant hourly rate – approximately 14 hours research/project management staff hourly rate – approximately 16 hours	\$3,150 \$1,700
	Task 2 Identify quality candidates lead consultant hourly rate – approximately 14 hours research/project management staff hourly rate – approximately 16 hours	\$3,150 \$1,700
	Task 3 Preliminary screening & initial report to client lead consultant hourly rate – approximately 18 hours research/project management staff hourly rate – approximately 20 hours	\$4,150 \$2,000
Phase II	Task 4 Reference checks, background checks, assessments and academic verifications lead consultant hourly rate – approximately 11 hours research/project management staff hourly rate – approximately 12 hours	\$2,500 \$1,300
	Task 5 Final process/on-site interviews with finalists lead consultant hourly rate – approximately 14 hours research/project management staff hourly rate – approximately 16 hours	\$3,150 \$1,700
Conclusion	Acceptance of offer by candidate	
<b>TOTAL ALL-INCLUSIVE PROFESSIONAL FEE</b>		<b>\$24,500</b>

## 4. Proposed fees

Optional services for consideration	Fee
<p>At the City of Huber Heights's option, Baker Tilly will conduct a web-based survey to determine key community-wide issues and priorities that could be considered in the selection of a new City Manager. This survey is completed by community leaders, citizens and City employees and would alter the project timeline.</p>	<b>\$1,650</b>
<p>On rare occasions, Baker Tilly is asked to provide additional search services that are not included in this scope of service or to provide more than three on-site visits to the City of Huber Heights. Additional work specifically requested by the City which is outside of the scope of this project will be invoiced at the hourly rate of \$220 plus expenses. Baker Tilly will submit a written explanation of the additional services to be provided and the estimated hours that will be required prior to commencing any additional services.</p>	<b>\$220</b> per hour plus expenses

### Triple guarantee

Our Triple Guarantee is defined as:

1. A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to finalize selection from the initial group of finalists, Baker Tilly will work to identify a supplemental group until you find a candidate to hire.
2. Your executive recruitment is guaranteed for 12 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but will include project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws.
3. Baker Tilly will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

## 5. References

Feel free to contact any of the individuals listed below to verify the quality of work Baker Tilly provides to each client as part of these recently completed executive recruitment projects.

### City of Willmar, Minnesota

<b>Name</b>	Marv Calvin	<b>Title</b>	Mayor
<b>Phone</b>	(320) 212 2171	<b>Email</b>	<a href="mailto:Mcalvin@willmarmn.gov">Mcalvin@willmarmn.gov</a>
<b>Address</b>	333 Southwest 6th Street, Willmar, MN 56201-0755		

### City of Oakdale, Minnesota

<b>Name</b>	Christina Volkens	<b>Title</b>	City Administrator
<b>Phone</b>	(651) 730-2705	<b>Email</b>	<a href="mailto:Chris.voklers@ci.oakdale.mn.us">Chris.voklers@ci.oakdale.mn.us</a>
<b>Address</b>	1584 Hadley Avenue North, Oakdale, MN 55128-5408		

### City of Scottsbluff, Nebraska

<b>Name</b>	Raymond Gonzales	<b>Title</b>	Retired Mayor
<b>Phone</b>	(308) 631-0947	<b>Email</b>	<a href="mailto:rgonzales@kelleybean.com">rgonzales@kelleybean.com</a>
<b>Address</b>	2525 Circle Drive, Scottsbluff, NE 69361		

### City of Edina, Minnesota

<b>Name</b>	Kelly Curtin	<b>Title</b>	Human Resources Director
<b>Phone</b>	(952) 826-0402	<b>Email</b>	<a href="mailto:kcurtin@edinamn.gov">kcurtin@edinamn.gov</a>
<b>Address</b>	4801 West 50th Street, Edina, MN 55424		

### City of Lakeville, Minnesota

<b>Name</b>	Tammy Schutta	<b>Title</b>	Human Resources Manager
<b>Phone</b>	(952) 985-4491	<b>Email</b>	<a href="mailto:tschutta@lakevillemn.gov">tschutta@lakevillemn.gov</a>
<b>Address</b>	20195 Holyoke Avenue West, Lakeville, Minnesota 55044-9177		

## 6. Experience

The following is a list of executive recruitments recently conducted by members of the Baker Tilly team.

List of relevant projects: 2016 to present				
Year	Client	State	Project	Population
Current	Carrboro	NC	Town Manager	21,230
Current	Clearwater	FL	City Manager	115,159
Current	College Park	MD	City Administrator	32,196
Current	Inver Grove Heights	MN	City Administrator	34,344
Current	North Kansas City	MO	City Administrator	4,477
Current	Shakopee	MN	Assistant City Administrator	40,731
2021	Corpus Christi	TX	Assistant City Manager	323,733
2021	Evansville	WI	City Administrator/Finance Director	5,378
2021	Long Grove	IL	Village Manager	7,956
2021	Moline	IL	City Administrator	41,902
2021	Rockville	MD	Deputy City Manager	66,940
2020	Boone County	IL	County Administrator	53,513
2020	Eau Claire	WI	City Manager	68,866
2020	Fairmont	MN	City Administrator	10,126
2020	Front Royal	VA	Town Manager	15,239
2020	Herington	KS	City Manager	2,304
2020	Kansas City	MO	City Manager	488,943
2020	Lake Ozark	MO	Asst City Admin/Comm Eco Dev Director	1,792
2020	Maple Plain	MN	City Administrator	1,807
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Missouri City	TX	City Manager	74,705
2020	Moose Lake	MN	City Administrator	2,798
2020	Oakdale	MN	City Administrator	28,083
2020	Rochester	MN	City Administrator	114,011
2020	Scottsbluff	NE	City Manager	14,874
2020	St. Joseph	MO	City Manager	74,959
2019	Beeville	TX	City Manager	12,937
2019	Cloquet	MN	City Administrator	11,938
2019	Hobbs	NM	City Manager	37,764
2019	Lake Lotawana	MO	City Administrator	2,099
2019	Norman	OK	City Manager	122,843

## 6. Experience

### List of relevant projects: 2016 to present

Year	Client	State	Project	Population
2019	Paris	TX	City Manager	24,800
2019	Park City	KS	City Administrator	7,499
2019	Port Arthur	TX	City Manager	53,937
2019	Willmar	MN	City Administrator	19,628
2018	Addison	TX	City Manager	15,368
2018	Asheville	NC	City Manager	89,121
2018	Ashland	OR	City Administrator	21,636
2018	Avondale	AZ	City Manager	82,881
2018	Belle Plaine	MN	City Administrator	6,838
2018	Billings	MT	City Administrator	110,323
2018	Burnsville	MN	City Manager	61,434
2018	Christiansburg	VA	Town Manager	21,533
2018	Grand Rapids	MI	City Manager	192,294
2018	Herington	KS	City Manager	2,362
2018	Kingman	AZ	City Manager	29,029
2018	Maricopa	AZ	City Manager	46,903
2018	Middleburg	VA	Town Administrator	828
2018	Mora	MN	City Administrator/Public Utilities GM	3,453
2018	Salina	KS	City Manager	46,994
2018	Shawnee	KS	City Manager	64,323
2018	York	PA	Business Administrator	43,859
2017	Berthoud	CO	Town Administrator	5,807
2017	Christiansburg	VA	Town Manager	21,533
2017	Cloquet	MN	City Administrator	11,938
2017	Dickinson	TX	City Administrator	19,595
2017	El Dorado	KS	City Manager	12,852
2017	Glenview	IL	Village Manager	45,417
2017	Lake Havasu City	AZ	City Manager	53,743
2017	Littleton	CO	City Manager	44,275
2017	Manassas Park	VA	City Manager	16,149
2017	Morehead City	NC	City Manager	9,203
2017	Mounds View	MN	City Administrator	12,525
2017	Oldsmar	FL	City Manager	13,913
2017	Orono	MN	City Administrator	8,009
2017	Riviera Beach	FL	City Manager	33,263
2017	Rochester	MN	City Manager	110,742
2017	Roxbury Township	NJ	Township Manager	23,324
2016	Cary	NC	Town Manager	151,088
2016	Charter Township of Kalamazoo	MI	Township Manager	20,918
2016	Christiansburg	VA	Town Manager	21,533

## 6. Experience

### List of relevant projects: 2016 to present

Year	Client	State	Project	Population
2016	Circle Pines	MN	City Administrator	4,953
2016	Commerce	TX	City Manager	8,276
2016	Crested Butte	CO	Town Manager	1,519
2016	Deerfield Beach	FL	Assistant City Manager	78,041
2016	Denton	TX	City Manager	123,099
2016	Dumfries	VA	Town Manager	5,168
2016	Fredericksburg	VA	City Manager	28,132
2016	Greensboro	NC	Assistant City Manager	279,639
2016	Hayden	CO	Town Manager	1,801
2016	Jersey Village	TX	City Manager	7,862
2016	Mankato	MN	Deputy City Manager	40,641
2016	Medford	OR	City Manager	77,677
2016	Mooresville	NC	Town Manager	34,887
2016	Moorhead	MN	City Manager	39,398
2016	Moose Lake	MN	City Administrator	2,787
2016	North Branch	MN	City Administrator	10,087
2016	Roswell	NM	City Manager	48,611
2016	Shakopee	MN	Assistant City Administrator	39,167
2016	Virginia	MN	City Administrator	8,661
2016	Warsaw	VA	Town Manager	1,498
2016	Wayzata	MN	City Manager	4,217
2016	Williamsburg	VA	Assistant City Manager	15,206

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## 7. Project team members

*The Baker Tilly project team is designed specifically for the City of Huber Heights.*

The project team represents experienced professionals who will be working on your City Manager recruitment. Our service team is selected to meet four very specific objectives for the City: 1) it represents the staff who will be directly responsible for your projects; 2) it provides a range of expertise to cover the range of service requirements; 3) it provides a national perspective of experience and institutional knowledge to achieve your future objectives; and 4) it represents the commitment to take personal and professional responsibility for the services and outcomes for the City of Huber Heights.

### **Project team leader**

**Patricia Heminover, Director**

T: +1 (651) 223 3058

E: [patty.heminover@bakertilly.com](mailto:patty.heminover@bakertilly.com)

### **Additional project team members**

**Chuck Rohre, Managing Director**

T: +1 (214) 466 2436

E: [chuck.rohre@bakertilly.com](mailto:chuck.rohre@bakertilly.com)

**Art Davis, Director**

T: +1 (816) 868 7042

E: [art.davis@bakertilly.com](mailto:art.davis@bakertilly.com)

**Sharon Klumpp, Director**

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**Anne Lewis, Director**

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E: [anne.lewis@bakertilly.com](mailto:anne.lewis@bakertilly.com)

**Edward G. Williams, Ph.D., Director**

T: +1 (214) 842 6478

E: [edward.williams@bakertilly.com](mailto:edward.williams@bakertilly.com)

**Cecilia Hernández, Senior Recruitment Analyst**

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**Michelle Lopez, Senior Recruitment Analyst**

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E: [michelle.lopez@bakertilly.com](mailto:michelle.lopez@bakertilly.com)





# Patricia Heminover

Patty Heminover, a director with Baker Tilly, has more than 20 years of experience in local government.



Patty has been with the firm since 2010. Prior to joining Baker Tilly, she was a superintendent, assistant superintendent, director of human resources and director of finance. She brings considerable experience identifying management talent, leading organizational and process improvements, and developing and administering budgets.

### Specific experience

- Executive Recruitment, employee development, benefits administration, strategic planning, performance management, market compensation studies, workforce planning, recognition programs and process improvement
- Experience identifying management talent, leading organization and process improvements, and developing and administering budgets
- Understanding of human resources and finance
- Experience working with governing boards
- Served as superintendent, co-superintendent of schools, director of human resources and finance, director of human resources and business services for two Minnesota school districts
- Facilitated discussions with legislators at the state level regarding education funding, securing new funding for a Minnesota school district

### Industry involvement

- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, Member
- State Negotiators Association,  
Minnesota School Board Association
- Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota

### Continuing professional education

- Human Resource Certificate, University of St. Thomas
- Superintendents Licensure, State of Minnesota

### Baker Tilly US, LLP

#### Director

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Saint Paul, MN 55101  
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[bakertilly.com](http://bakertilly.com)

### Education

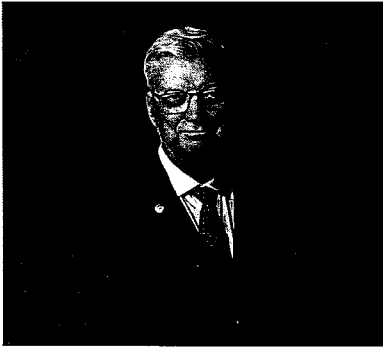
Master of Education, Administration  
Minnesota State University – Mankato

Mini MBA Program, Human Resources Management  
University of Saint Thomas (Saint Paul, Minnesota)

Bachelor of Science, Consumer Science, Business  
Administration  
Minnesota State University – Mankato

## Charles A. Rohre

Chuck Rohre, a Managing Director at Baker Tilly, has more than 35 years of experience managing and consulting in both the private and public sectors.



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**Managing Director**  
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[chuck.rohre@bakertilly.com](mailto:chuck.rohre@bakertilly.com)  
bakertilly.com

### Education

Master's Degree, Human Relations and Management  
Abilene Christian University (Dallas, Texas)

Bachelor of Science, Career Development  
Abilene Christian University (Dallas, Texas)

Chuck is responsible for managing and conducting executive recruitment engagements for the firm to ensure their integrity, timeliness and adherence to budget parameters. He also directs the professional and support staff of the executive recruitment practice to ensure best practices, quality control and customer service goals are met.

### Specific experience

- Manager of the executive recruitment practice
- Extensive and successful track record of completed recruitments across the nation, especially in Texas, Colorado, Arizona, and the Midwestern states
- Has led more than 400 recruitment engagements in 27 states for key executives such as city and assistant city managers, police chiefs, fire chiefs, library directors, chief information officers, city/county attorneys, parks & recreation directors, finance directors and public works directors, as well as executive directors of not-for-profit and quasigovernmental organizations
- Conducted management consulting assignments in a number of disciplines including public safety, career development and strategic planning
- Written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees
- Prior to beginning his consulting career, served as police chief and director of public safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus

### Continuing professional education

- Certified Behavior Analyst by TTI, Inc.
- Advanced management training at the Institute for Law Enforcement Administration
- Federal Bureau of Investigation, LEEDS course
- Annual participation in the International City/County Management Association Conference
- Annual participation in state and municipal league conference

## Art Davis

Art Davis, a director with Baker Tilly, has pursued his passion to improve local government and create great communities for more than 30 years.



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[art.davis@bakertilly.com](mailto:art.davis@bakertilly.com)  
[bakertilly.com](http://bakertilly.com)

**Education**  
Master of Public Administration  
University of Kansas (Lawrence, Kansas)

Bachelor of Arts, Political Science  
and Public Administration  
William Jewell College (Liberty, Missouri)

Art specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits.

### Specific experience

- Successfully launched and expanded his own local government consulting firm over the course of 10 years
- Nearly 15 years' experience in executive recruitment
- Community leadership program facilitation
- Leadership and management development
- Strategic goal setting and strategic planning facilitation
- Organizational assessment, design and development
- Organization and community facilitation
- Served more than six years as associate director for the Civic Council of Greater Kansas City, a nonprofit, 501c4 membership organization comprised of CEOs representing some of the largest companies in the region
- Coordinated and organized a strategic and master planning process (and an update of the plan after four years) focused on re-developing downtown Kansas City, involving hundreds of stakeholders
- Served nearly six years as city administrator for Lee's Summit, Missouri and in other local government positions in Kansas
- Served as assistant to the Mayor of Dallas, Texas
- Led and participated in a wide variety of community initiatives; served on a major hospital board for 13 years and on other not-for-profit boards
- Presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration

### Industry involvement

- International City/County Management (ICMA), member since 1984

## Sharon G. Klumpp

Sharon Klumpp, a director with Baker Tilly, has worked on behalf of local governments for more than 35 years and partnered with them to build strong organizations.



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[bakertilly.com](http://bakertilly.com)

### Education

Master of Public Administration  
University of Kansas (Lawrence, Kansas)

Bachelor of Arts, Political Science  
Miami University (Oxford, Ohio)

Sharon specializes in providing executive recruitment, organizational management and facilitation services to local governments and nonprofits.

### Specific experience

- More than 15 years' experience in executive search and organizational management consulting
- Served as associate executive director for the League of Minnesota Cities
- Appointed executive director of the Metropolitan Council, a seven-county regional planning agency for the Minneapolis-Saint Paul metropolitan area
- Served as city administrator in Oakdale, Minnesota and assistant city manager for St. Louis Park Minnesota and Saginaw, Michigan
- Private sector experience includes serving as the chief administrative officer for the Minneapolis office of a major global engineering and design firm
- Served as an adjunct instructor at Walden University, teaching public administration and organizational change in the University's School of Management

### Industry involvement

- International City/County Management Association (ICMA)

## 7. Project team members

# Anne Lewis

Anne Lewis, a director with Baker Tilly, has worked for local governments for nearly 20 years.



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[anne.lewis@bakertilly.com](mailto:anne.lewis@bakertilly.com)  
bakertilly.com

**Education**  
Master of Science, Organizational Leadership  
and Public Administration  
Shenandoah University (Winchester, Virginia)

Bachelor of Science, Business Administration  
and Management  
Shenandoah University (Winchester, Virginia)

Prior to joining Baker Tilly, Anne served as an Assistant County Administrator for a Virginia county, a Deputy City Manager and an Assistant City Manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an Emergency Management Deputy Director, Public Information Officer, Human Resources Manager, Parking Authority City Manager, Housing Director, Transit Director and Convention & Visitors Bureau City Manager. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

### Industry involvement

- International City/County Management Association, Credentialed Manager (ICMA)
- Task Force on Recruitment Guidelines Handbook
- Task Force on Women in the Profession
- Task Force on Internship Guidelines
- Virginia Local Government Management Association (VLGMA), former member of Executive Board
- Virginia Women Leading Government
- Government Finance Officers Association (GFOA)

### Community involvement

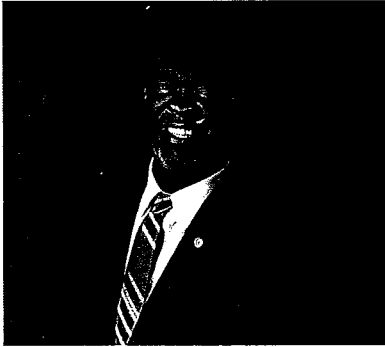
- Shenandoah University Alumni Association, Executive Committee
- Shenandoah Apple Blossom Festival®, Board of Directors

### Continuing professional education

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia

## Edward G. Williams, Ph.D.

Edward Williams, a director at Baker Tilly, brings character, competence and expertise to every search.



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[bakertilly.com](http://bakertilly.com)

**Languages**  
English  
Spanish

**Education**  
Ph.D., Educational Leadership and Policy Analysis  
University of Missouri (Columbia, Missouri)  
  
Master of Higher Education Administration  
University of Missouri (Kansas City, Missouri)  
  
Bachelor of Arts, Education  
University of Missouri (Kansas City, Missouri)

Edward has more than 20 years of collective experience in human resources and organizational development at various levels, and across various disciplines including, state and local government, community and educational institutions.

### Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

### Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

### Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach – middle school boys

### Continuing professional education

- Institute for Management Studies - Houston
- International Personnel Management Association

# Cecilia Hernández

Cecilia Hernandez is a senior recruitment analyst with Baker Tilly's executive recruitment practice.



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[bakertilly.com](http://bakertilly.com)

**Languages**  
English  
Spanish

**Education**  
Bachelor of Science, Public Affairs  
University of Texas at Dallas (Richardson, Texas)  
  
Master of Public Affairs with a Local Government  
Concentration  
University of Texas at Dallas (Richardson, Texas)

Cecelia is responsible for supporting the consultants throughout each recruitment process and keeps in contact with the candidates for any questions or concerns they have.

### Specific experience

- Communicates with and sends out candidate questionnaires to candidates once the field of applicants for a position has narrowed to a smaller group
- Responsible for creating reports used and sent to clients, submits candidates' information for background checks and verification of their education, as well as scheduling interviews for finalists
- Worked for a Texas city government as the records management clerk and provided administrative support for the city secretary department; responsibilities were extended to also provide support for the City Manager and prepare for City Council meetings
- Worked for a Dallas area university humanities department; worked closely with event coordinator and manager to ensure that programs and events scheduled ran smoothly; was a contact for students and provided support

## 7. Project team members

# Michelle Lopez

Michelle Lopez, a senior recruitment analyst at Baker Tilly, has been with the firm since 2017.



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[bakertilly.com](http://bakertilly.com)

### Education

Currently pursuing Bachelor of Science, Project Management  
Colorado State University – Global Campus

Associate in Arts, Liberal Arts  
Minneapolis Community College (Minneapolis, Minnesota)

Michelle assists in the organizational management of the executive recruitment process. Along with coordinating internal workflow, she also works with clients and candidates to ensure objectives are met throughout the process.

### Specific experience

- More than 10 years of administrative support experience for multiple departments, including human resources and marketing
- Four years of experience in information technology help desk and support
- Survey and data reporting
- Reference checks for potential candidates
- Interview coordination and scheduling
- Recruitment marketing research and organization



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## 8. Sample Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (312) 381-1000      FAX (A/C. No.): (312) 381-7007		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Baker Tilly US, LLP P.O. Box 7398 Ten Terrace Court Madison WI 53707-7398 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: American Casualty Co. of Reading PA		20427
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Transportation Insurance Co.		20494
	INSURER D: Valley Forge Insurance Co		20508
	INSURER E: National Fire Ins. Co. of Hartford		20478
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570085622870**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			C6016751638 General Liability	01/01/2021	01/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
D	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6016751641 Auto	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			6016723001 Umbrella	01/01/2021	01/01/2022	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6 16751624	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
B				WC 6 23746823	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	\$1,000,000
C				WC643413436	01/01/2021	01/01/2022	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				Workers Compensation			E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional insured applies as respects the General Liability and Automobile Liability when required by written contract subject to the terms and conditions of the respective policies. Primary and Non-Contributory applies on General Liability and Auto Liability when required by a written contract.  
 A waiver of subrogation applies as respects the General Liability, Auto Liability and Workers Compensation when required by written contract subject to the terms and conditions of the respective policies.

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast Inc.</i>

Holder Identifier : 09/06/2020

Certificate No : 570085622870



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. One Liberty Plaza, 165 Broadway, Suite 3201 New York, N.Y. 10006	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 312-381-1000      FAX (A/C, No): 312-381-7007	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Baker Tilly US, LLP Ten Terrace Court Madison, WI 53718	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Columbia Casualty Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance			ABF-188122608	01-Oct-20	01-Oct-21	Not less than US \$1,000,000 per claim and in the annual aggregate.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Baker Tilly US, LLP Ten Terrace Court Madison, WI 53718	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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# Appendix I: sample brochure



# **CITY ADMINISTRATOR**

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**INVER GROVE HEIGHTS, MINNESOTA**



Search services provided by Baker Tilly Public Sector Executive Recruitment

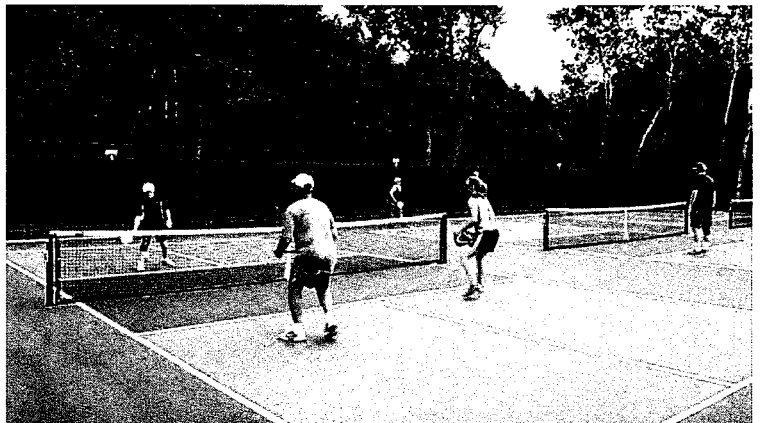
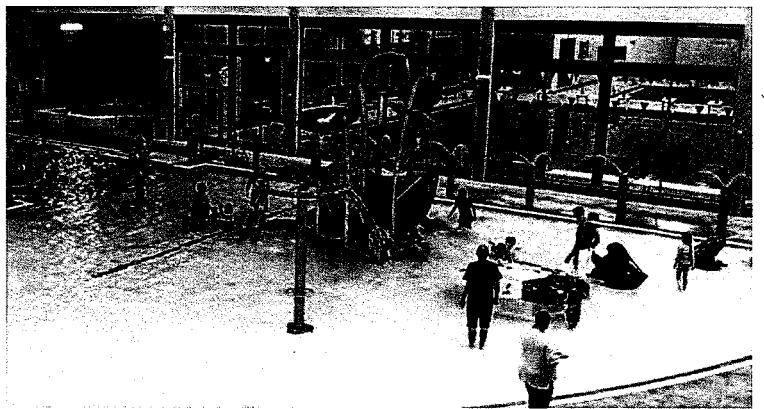
## The Community

Inver Grove Heights (pop. 35,077) is a vibrant, diverse, and fast growing community located southeast of the Twin Cities, in close proximity to the Mississippi River. With an area of 30 square miles, the City is poised for continued residential and commercial development. By 2025, its population is projected to reach 46,000. With easy access to Interstate 494 and Minnesota State Highways 52, 55, and 3, City residents are 15 minutes from downtown St. Paul and 25 minutes from downtown Minneapolis.

The largest employers in the area are Flint Hills Corporate Headquarters and Pine Bend Refinery, Cenex/CHS Corporate Headquarters, Inver Grove Heights Community College, ISD 199, and the City of Inver Grove Heights.

Veterans Memorial Community Center provides an array of recreation services to Inver Grove Heights residents. The community center has an ice arena, which includes a section of indoor turf used by lacrosse teams, and The Grove Aquatic and Fitness Center, featuring its own water park. Inver Grove Heights is also home to the Rock Island Swing Bridge, which gives visitors a lovely view of the Mississippi River. The City has 27 parks, including a golf course, an athletic complex at Rich Valley Athletic Complex, and mountain bike trails at Harmon Park Reserve. The Inver Grove Heights Days festival takes place every fall. The celebration is run by local volunteers and features sporting events for all ages, a parade, fireworks, and more.

There are three school districts that serve the community: ISD 199, 196, and 197, with the majority of students attending ISD 199 or 196. ISD 199 has three elementary schools, one middle school, and one high school located within the city. Residents also have access to schools in Apple Valley, Rosemount, Lakeville, Burnsville, and Eagan. Inver Grove Heights is home to Inver Hills Community College, which strives to provide its graduates with transferable or career-focused degrees at an affordable price.





## The Organization

The City operates under a statutory form of government consisting of a four-member city council and the mayor who is a voting member. Council members serve four-year staggered terms, with two council members elected every two years and the Mayor elected every two years. Among its primary duties, the City Council establishes a strategic vision for the City, responds to resident concerns, makes laws, sets policies, adopts budgets, and oversees a wide-ranging agenda for the community. The City Council appoints a City Administrator to head administrative functions and direct all city operations, projects, and programs. The City employs a staff of 154 full-time equivalents and 308 part-time/seasonal employees. The City has an all-funds budget of \$60 million.

The City of Inver Grove Heights is a full-service city, including police and fire protection, the construction and maintenance of highways, streets and other infrastructure, water and sewer services, community development support, and recreational activities and cultural events.

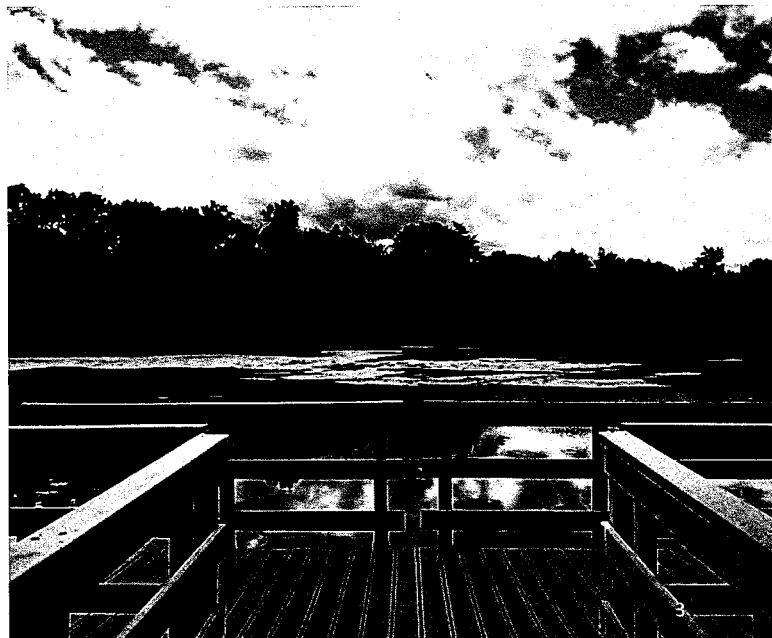


## Vision

*A welcoming community on the river, with varied landscapes, that provides a safe environment, quality built and sustainable infrastructure, supports local businesses, a variety of housing and promotes culture and recreation.*

## Mission

*The mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant community.*

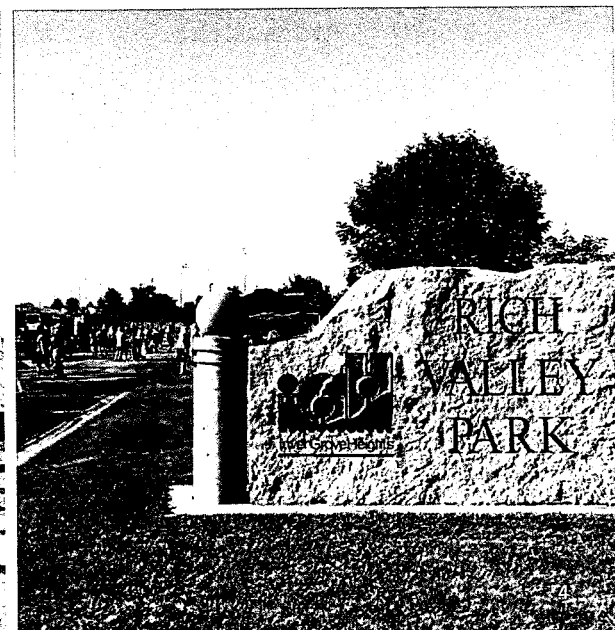


## The Position

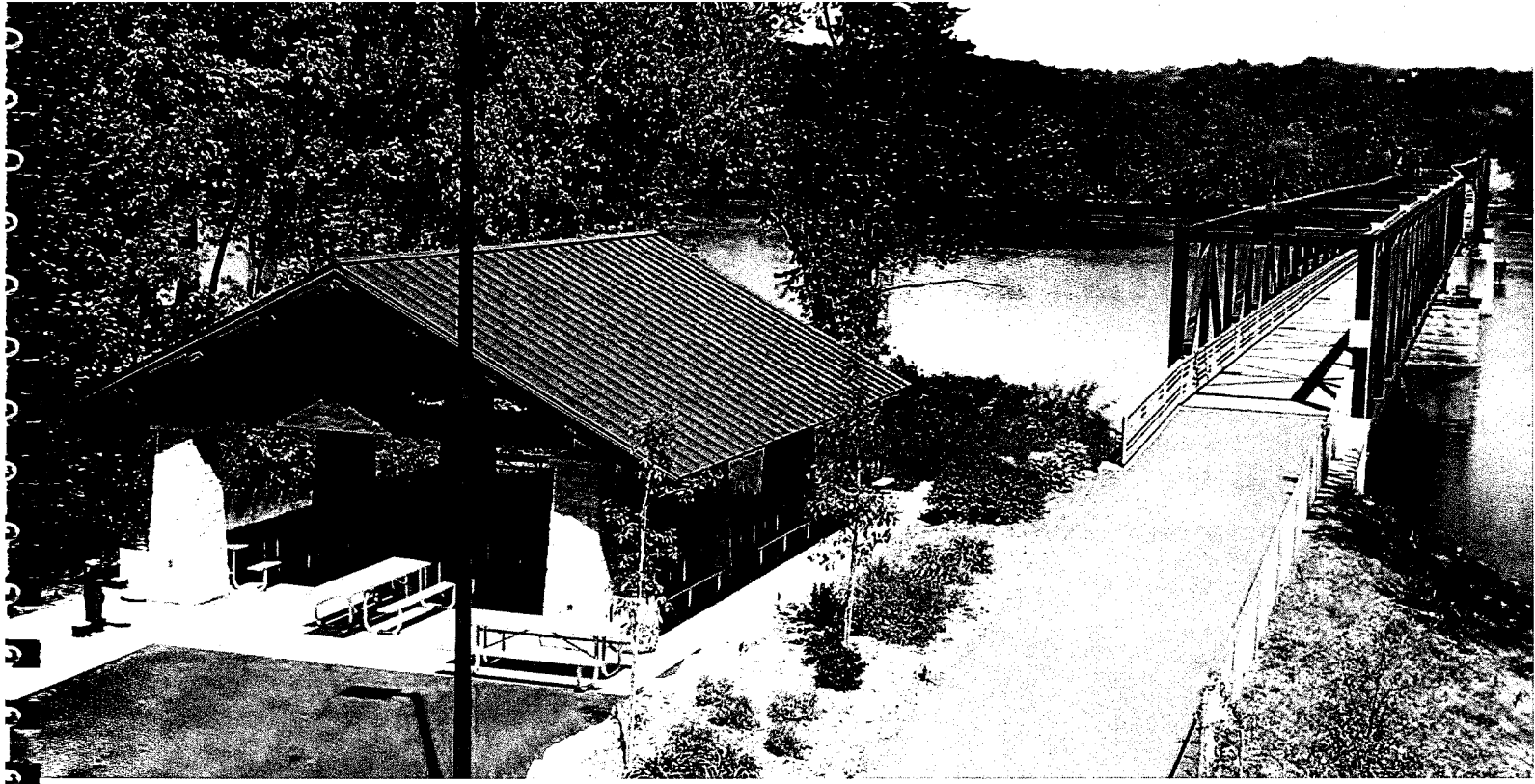
Under the direction of the City Council, the City Administrator is responsible for overseeing the implementation of the decisions, policies, and goals of the City Council in collaboration with City department directors and their staff. The City Administrator provides overall direction and oversight to department directors to ensure the most effective use of City resources and adherence to City administrative policies and procedures. The City Administrator has ten direct reports: Director of Parks & Recreation, Director of Public Works, Director of Community Development, Police Chief, Fire Chief, Director of Finance, IT Manager, Human Resources Manager, Communications Manager, and City Clerk.

Major duties for this position include:

- Oversees the preparation of meeting agendas.
- Attends City meetings, committee meetings, staff meetings, and meetings with other governmental entities.
- Evaluates projects, programs and services and the impact they may have on the community and City.
- Provides direction, supervision, coordination, and oversight to department directors and administrative personnel.
- Cultivates and sustains an organizational culture that supports and enhances City's values.
- Oversees and directs administrative services of the City including technology, human resources, communications, and City Clerk functions; monitors and develops budgets in collaboration with Finance Director and other department heads/directors.
- Oversees the selection process of department directors and direct reports and makes recommendations to the City Council.
- Serves as an advisor to the City Council and its committees on operational issues, items of concerns, and recommendations.
- Plans, researches, formulates and/or recommends policies, procedures, and proposals for the Council's consideration.
- Oversees and plans the budgetary process and fiscal operations of the City.
- Conducts and performs activities involved in public relations and public information services for the City.
- Establishes relationships and communications with County administrators, County Commissioners, school superintendents, local businesses, associations, and agencies.
- Works with a variety of different groups representing various sectors of the community to identify or discuss their issues, concerns and to represent the City or serve as a liaison between the community, citizens, and the Council.
- Represents the City with local legislators, appointed officials, community leaders, and other city managers or administrators.







## Desired Capabilities

The successful candidate will be a leader who is approachable and aligned with the City's values of being ethical (doing the right thing), engaged (delivering collaborative results), and striving for excellence (setting high standards and exceeding expectations). Exercising trust and respect for all, the successful candidate will create an organizational culture that supports and empowers good governance. The successful candidate will understand, respect, and support the role of the City Council while remaining apolitical. The successful candidate will be a critical thinker in evaluating and addressing City needs and problems and receptive to the ideas and perspectives of others. Other desired capabilities include:

- Creative leader who can be a champion for the City and facilitate the community's growth
- Innovative, receptive to new ideas, not content with the status quo
- Connects with the community, proactively reaches out to and engages community groups
- Projects confidence and inspires others to do their best
- Demonstrates the highest level of trust, integrity, and ethics; is transparent in all interactions
- Knowledgeable on issues facing growing communities, relates to the interests of large rural lots and small city lots
- Listens effectively and engages with staff, residents, intergovernmental representatives, other stakeholders, and the City Council
- Invites perspectives, professional opinions, and discussion to make informed decisions
- Motivates and encourages staff performance; ensures that employees understand how their work contributes to organizational goals and objectives
- Sets goals, communicates expectations, and holds staff accountable
- Effective communicator who welcomes questions and responds by providing insight and reasons that explain the response; keeps the conversation focused on best practices
- Fiscally conservative with a strong financial acumen, emphasizes the importance of long-range fiscal planning
- Calm, courteous, and respectful demeanor
- Self-aware and emotionally intelligent
- Approachable and visible in the community, regularly attends community events

## Leadership Opportunities

**Council-Administrator relationship.** The City Administrator will make it a priority to get to know the individual members of the City Council and to work with them collectively to define roles and relationships, to discern priorities, and to help the City Council reach consensus on policy matters. The City Administrator, working with the senior management team, will provide timely information and analysis to the City Council and engage the City Council by providing options and recommendations on policy issues. The City Administrator will ensure that all Council members get the same information at the same time.

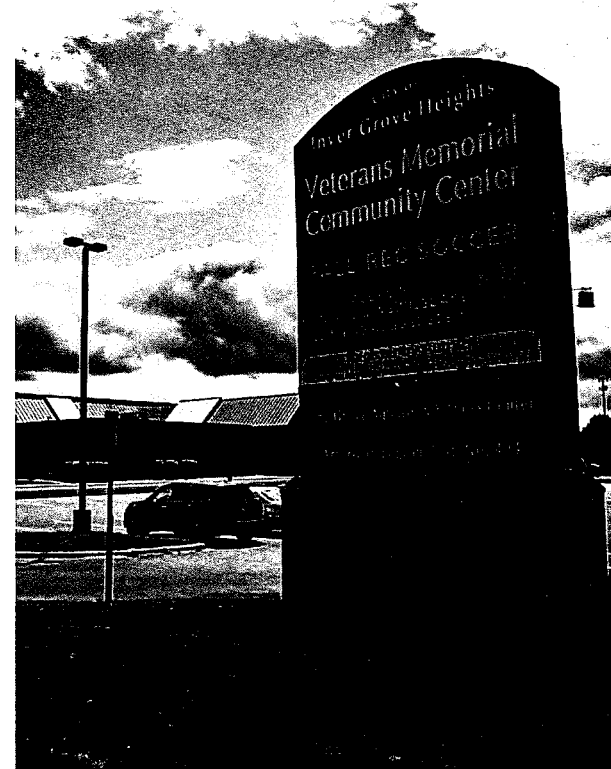
**Strategic direction.** The City Council has begun work to identify its strategic goals. The City Administrator will work with the City Council and the staff leadership team to develop short- and long-range City goals that are linked to the City budget and long-range financial plans and will provide the leadership and energy to accomplish adopted goals.

**Organizational development.** The City Council and staff leadership team understand the importance of building a cohesive organization with a forward-looking, shared strategic direction for the City. The City Administrator will cultivate an inclusive organizational environment that values collaboration, teamwork, and respect. With vacancies in the positions of the Directors of Public Works and Engineering and Parks and Recreation, the City Administrator will also have the opportunity to build the leadership team.

**Community-building.** The City Administrator will establish trusting relationships and regular communications with County officials, school superintendents, and local businesses and connect with groups from various sectors of the community and the general public to represent the City and discuss issues and concerns. The City Administrator will also represent the City in professional, regional, and state organizations.

**Economic growth.** The City wants to ensure that development and construction processes are streamlined to attract more businesses and developments to help the City realize its untapped potential. The City Administrator will work with the staff leadership team to accomplish the City's goals of improving existing residential neighborhoods, increasing commercial activities, increasing the tax base, and providing additional employment opportunities.

**Modernize administrative processes.** The City Administrator will engage the staff leadership team to identify areas where efficiencies can be achieved by streamlining business processes and updating technology. As the City grows, the City Administrator will review, and project staffing needs required to support municipal services



## Qualifications and Experience

This position requires a Master's degree in public administration or a closely related field and at least five years of management and leadership experience in the areas of finance, government and public administration or an equivalent combination of education and experience. ICMA-CM is a plus.

The successful candidate will demonstrate a proven record of strategic and ethical leadership, a passion for community building, and a collaborative management style. Deep familiarity with the delivery of municipal services and administrative functions, including finance and human resource, is required.



## Compensation and Benefits

The 2021 salary range for this position is \$152,131 to \$180,927, and the anticipated starting salary is \$166,529 +/-, depending upon qualifications and experience. The City offers a full range of employee benefits. Relocation is negotiable.

## Application and Selection Process

Qualified candidates please submit your cover letter and resume online by visiting our website at:

<https://bakertilly.recruitmenthome.com/postings/2892>

This position is open until filled; first review of resumes occurs on May 26, 2021. Following this date, applications will be screened against criteria outlined in this brochure. For more information or to request accommodations, please contact Sharon Klumpp at [sharon.klumpp@bakertilly.com](mailto:sharon.klumpp@bakertilly.com) or 651-223-3053.

For more information about the City, please visit <https://www.ighmn.gov/>

The City of Inver Grove Heights is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



380 Jackson Street, Suite 300

St. Paul, MN 55101

651-223-3000

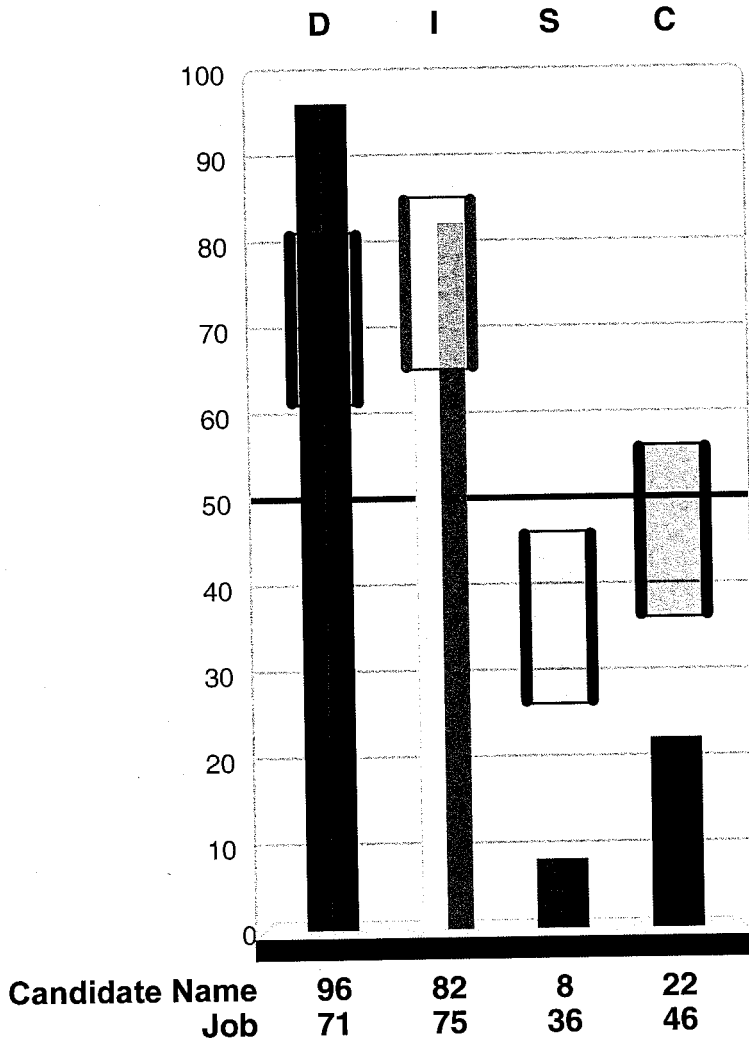
[bakertilly.com](http://bakertilly.com)

## **Appendix II: sample excerpt of TTI report**



# Workplace Behaviors® Candidate Name

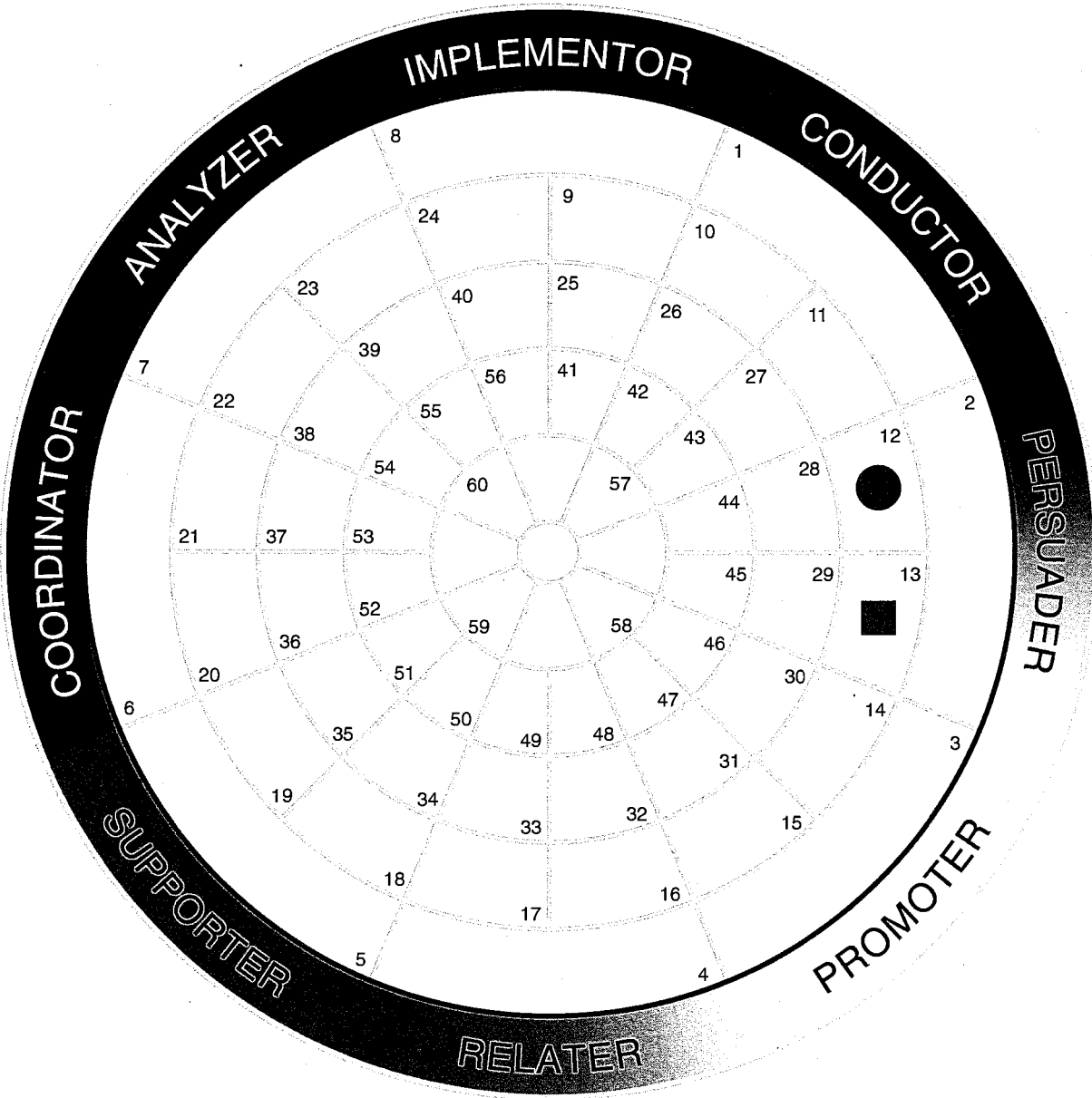
The following graph is designed as a visual comparison between the position and the applicant for each behavioral factor. The highlighted area denotes the position-related score for each behavioral factor. The applicant's score is denoted by the darker red, yellow, green and blue line. The closer the applicant's score aligns to the position's score, the better the applicant will perform in the position with respect to behavior.



Job Range (20 point range)



# The Success Insights® Wheel



- Job - (13) PROMOTING PERSUADER
- Candidate - (12) CONDUCTING PERSUADER



# Comparison Analysis For Consulting and Coaching

Job Competencies Hierarchy	Zone Range	Person
1. Customer Focus	91 — 100	50 <input type="checkbox"/>
2. Teamwork	74 — 100	67 <input type="checkbox"/>
3. Interpersonal Skills	72 — 92	73 <input type="checkbox"/>
4. Influencing Others	86 — 100	68 <input type="checkbox"/>
5. Flexibility	83 — 100	78 <input type="checkbox"/>
6. Creativity and Innovation	66 — 84	62 <input type="checkbox"/>
7. Leadership	75 — 93	85 <input type="checkbox"/>

Primary Driving Forces Cluster	Zone Range	Person
1. Collaborative	35 — 57	6 <input type="checkbox"/>
2. Selfless	40 — 62	61 <input type="checkbox"/>
3. Harmonious	35 — 57	0 <input type="checkbox"/>
4. Receptive	22 — 45	29 <input type="checkbox"/>

Job Behavioral Hierarchy	Zone Range	Person
1. Competitive	73 — 100	90 <input type="checkbox"/>
2. Interaction	60 — 84	90 <input type="checkbox"/>
3. Versatile	54 — 74	100 <input type="checkbox"/>
4. Frequent Change	52 — 72	92 <input type="checkbox"/>

- Exact match
- Fair compatibility
- Good compatibility
- Poor compatibility
- Over-focused

# Executive Recruitment Services for The City of Huber Heights, Ohio

October 4, 2021

Patty Heminover, Director  
(651) 968-7841  
[Patty.heminover@bakertilly.com](mailto:Patty.heminover@bakertilly.com)







## INTRODUCTION

# Baker Tilly's Public Sector Executive Recruitment

One of the largest firms specializing in public and non-profit sector searches

Our strengths:

- Unique interactive process
- Experienced, participatory and energetic approach
- Internal standard of exceeding your expectations
- Comply with state and local laws
- Conducted over 1,500 successful recruitments
- Full-time, highly experience professionals





## What makes Baker Tilly stand out

- Recognize that each recruitment is unique
- Conduct a timely and high-quality recruitment that is within budget
- Proactively identify diverse applicants in our search process
- Utilize the latest technologies
- Focus on exceeding your expectations
- Offer a “Triple Guarantee” that commits our company to your organization’s success

# Public Sector Executive Recruitment Team



Charles A. "Chuck" Rohre  
Managing Director  
Plano, TX



Sharon Klumpp  
Director  
Saint Paul, MN



Patricia Heminover  
Director  
Saint Paul, MN



Edward Williams  
Director  
Plano, TX



Art Davis  
Director  
Kansas City, MO



Cecilia Sanchez-Hernández, MPA  
Sr. Recruitment Analyst  
Plano, TX



Michelle Lopez  
Sr. Recruitment Analyst  
St. Paul, MN

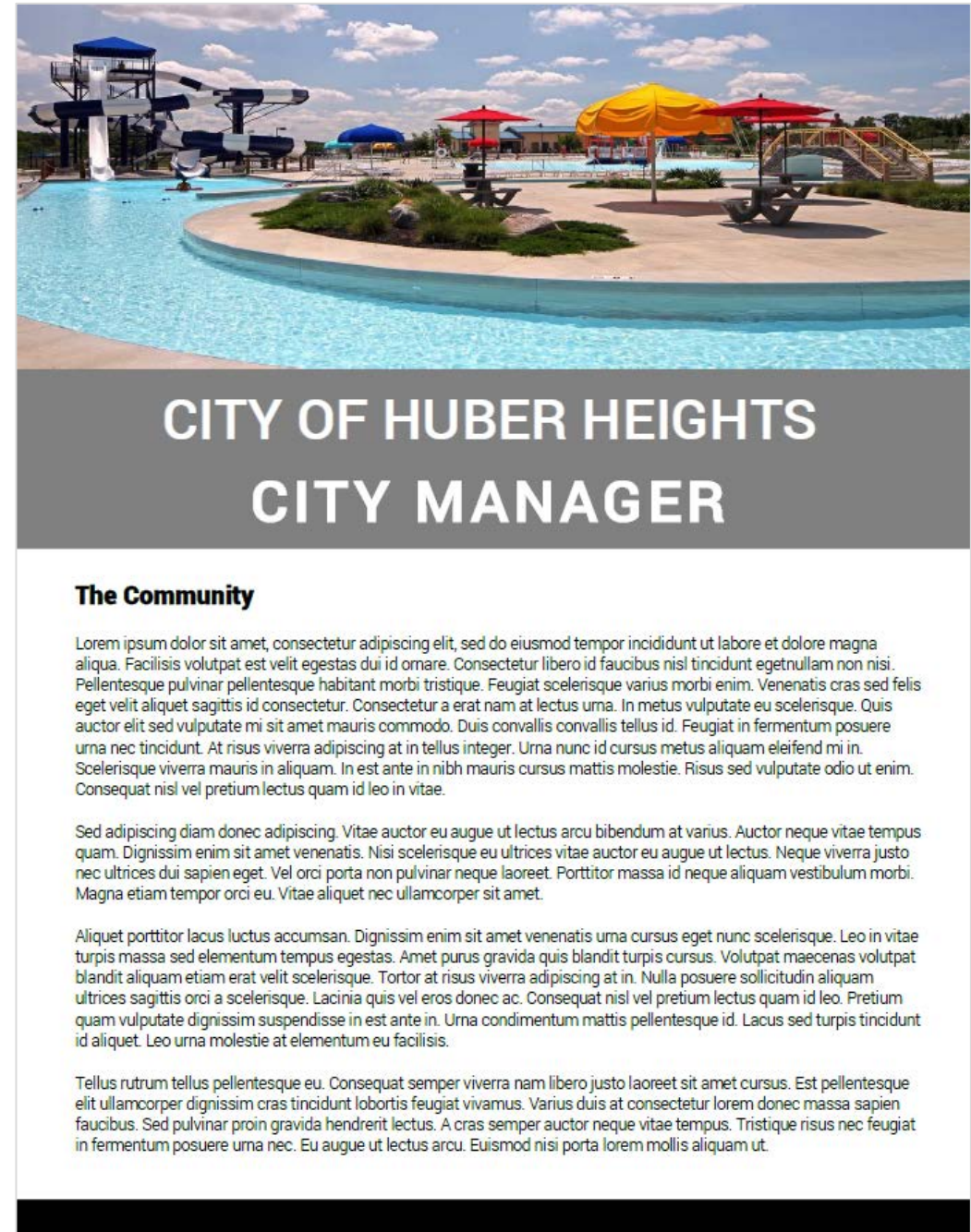


Anne Lewis  
Director  
Tysons, VA

## SEARCH PROCESS OVERVIEW

# Task 1 - Recruitment brochure and recruitment strategy

- Understand Huber Heights needs and strategic direction
- Meet with City Council, Mayor, designated staff, and key stakeholders as directed
- Optional web-based survey (additional cost)
- Develop recruitment brochure
  - What makes Huber Heights a great place to work
  - Desired capabilities
  - Professional leadership opportunities
  - Salary and benefits
- Develop a recruitment strategy





## SEARCH PROCESS OVERVIEW

# Task 2 - Recruitment and outreach

- Advertising on multiple platforms
  - Member of ICMA and National Forum for Black Public Administrators
  - Internal database of over 15,000 public administrators
- Aggressive recruitment and direct contact with prospective candidates
- Outreach to diverse candidates
- Interactive searchable applicant database
- Periodic search updates



## PROJECT STATUS REPORT

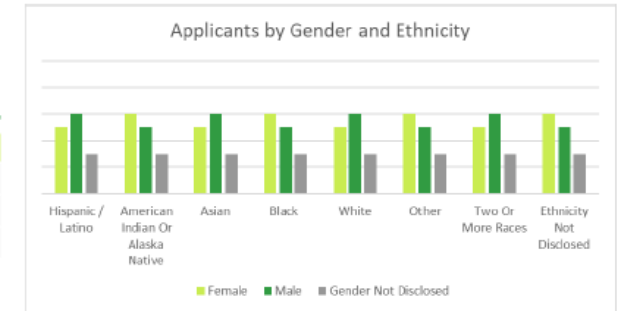
CITY OF HUBER HEIGHTS  
UPDATE: OCTOBER 15, 2021

### TIMELINE OVERVIEW

UPCOMING TASKS	DUE DATE	NOTES
First Review of Applications	November 15	

### PROGRESS OVERVIEW

NOTES
32 applications submitted



### OUTREACH OVERVIEW

NOTES
Mass mailing sent to 3,451 recipients
Contacts made via LinkedIn



## SEARCH PROCESS OVERVIEW

# Task 3 - Screening and selection of candidates

- In-depth information from candidate questionnaires
- Early due diligence questions and internet scan
- Telephone interviews with candidates
- Reports and recorded video interviews of semi-finalists provided to the City Council
- Selection of finalists

### Candidate Questionnaire

Name		Email	
Primary Phone		Secondary Phone	
Mailing Address			
Education			

	Current (Most Recent) Position	Previous Position	Previous Position
Title			
Dates of Employment			
Organization			
Jurisdiction Population			
Reports To (Title)			
Department Staff			
Department Budget			

**Instructions:**

The purpose of this questionnaire is to provide us with additional information about you as a candidate and to gather examples of professional work that illustrate your background and experience. This information will be shared with hiring officials and others involved in making decisions about candidates selected to move forward in the selection process.

Please respond to each of the following questions by providing pertinent information. Some questions ask you to provide examples; please be sure to describe your direct level of involvement in the project or initiative. **Please be succinct – limit your responses to 300 words.**

1.	Why are you interested in this specific position at this specific time?
2.	Describe your current scope of responsibilities and explain how these responsibilities prepare you to take on the leadership and management responsibilities of the City Manager position.

## SEARCH PROCESS OVERVIEW

# Task 3 - Screening and selection of candidates *(cont.)*

- Recorded interview exercise

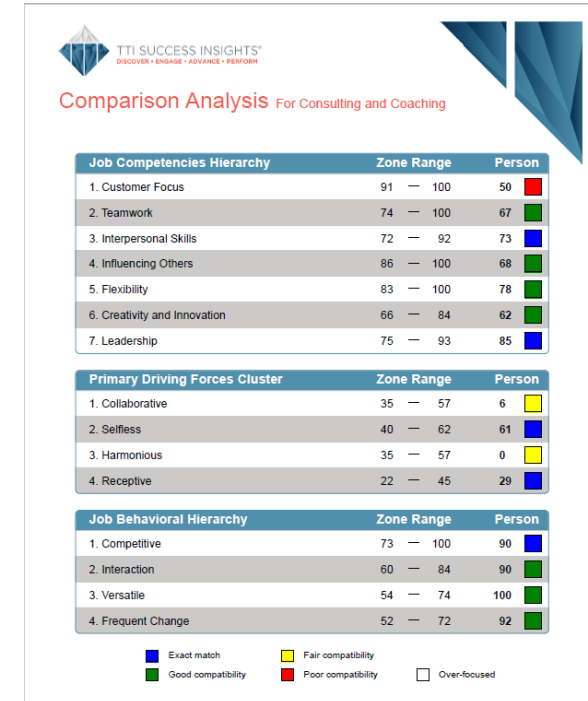
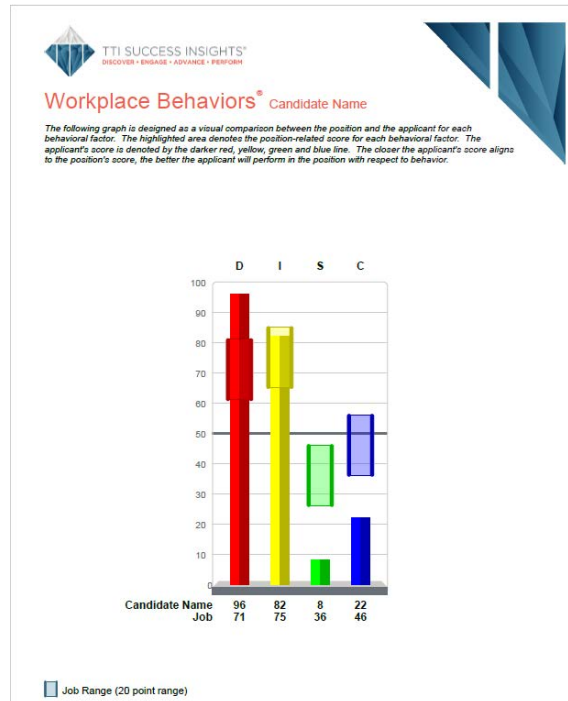
1. Please introduce yourself highlighting what uniquely qualifies you to be the City Manager of Huber Heights.
2. Tell us about the working relationship that you will establish with the City Council collectively and with individual members.
3. Describe your approach to managing and creating consensus on complex issues.



## SEARCH PROCESS OVERVIEW

# Task 3 - Screening and selection of candidates (cont.)

- Assess fit through a leadership/management style assessment process







**SEARCH PROCESS OVERVIEW**

## Task 4 - Due diligence review

- Comprehensive background records checks and academic verifications
- Confidential reference report

SEARCH PROCESS OVERVIEW

# Task 5 - Final interview process

- Interview design, coordination, attendance and support
- Multiple panels and qualitative feedback process
- Employment offer assistance



PRESENTED TO  
CITY OF HUBER HEIGHTS, OHIO

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FINALIST REPORT  
CITY MANAGER

DECEMBER 27, 2021





## Contact information

**Patty Heminover, Director**

Direct: (651) 968--7841

[Patty.heminover@bakertilly.com](mailto:Patty.heminover@bakertilly.com)

**Edward Williams, Director**

Direct: (214) 608 – 6363

[Edward.williams@bakertilly.com](mailto:Edward.williams@bakertilly.com)

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BAKER TILLY US, LLP TO CONDUCT A SEARCH PROCESS FOR THE CITY MANAGER POSITION.

WHEREAS, the City Council previously authorized a Request For Proposals (RFP) process in Resolution No. 2021-R-7008 for qualified professional executive search firms to conduct a search process for the City Manager position; and

WHEREAS, five proposals were received on August 2, 2021 from qualified professional executive search firms; and

WHEREAS, the City Council reviewed and considered the five proposals received from qualified professional executive search firms; and

WHEREAS, after review and consideration, the City Council desires to enter into an agreement with Baker Tilly US, LLP to conduct a search process for the City Manager position.

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

Section 1. The Interim City Manager is hereby authorized to enter into an agreement with Baker Tilly US, LLP substantially upon the terms and provisions attached hereto as Exhibit A to conduct a search process for the City Manager position at a cost not to exceed \$30,000.00.

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 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 \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



225 South 6<sup>th</sup> Street, Ste. 2300  
 Minneapolis, MN 55402  
 United States of America

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 F: +1 (651) 223 3046  
 bakertilly.com

October 20, 2021

Mr. Anthony C. Rodgers, MPA  
 Clerk of Council  
 City of Huber Heights  
 6131 Taylorsville Road.  
 Huber Heights, Ohio 45424

Dear Mr. Rodgers:

This letter documents the City of Huber Heights, Ohio (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for City Manager (the “Project”). This letter defines our and your respective obligations for the Project. Our proposal dated August 2, 2021 is incorporated by reference.

### Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
Phase I	<p><u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader).</p> <p><u>Task 2</u> – Identify qualified candidates that meet the profile.</p>
Phase II	<p><u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader).</p> <p><u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.</p>
Phase III	<p><u>Task 5</u> – Final process/on-site interviews with finalists (includes two days on site by Project Team Leader).</p> <p><u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.</p>
Conclusion	Acceptance of offer by candidate.

## **Project Timing and Budget**

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. Patty Heminover will lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$24,500 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be an hourly rate of \$220 plus expenses.

## **Baker Tilly's Guarantees**

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

**Client's Obligations**

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

\_\_\_\_\_  
Edward Williams, Director

**Client Signature:**

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

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

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

AI-7916

New Business D.

**City Council Meeting**

**City Council**

**Meeting Date:** 10/25/2021

Ordinance Review Commission Recommendations - City Code Amendments - Part Five - General Offenses Code

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 10/19/2021

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

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

**Agenda Item Description or Legislation Title**

An Ordinance Amending Certain Sections Of Part Five, General Offenses Code, Of The City Code Of Huber Heights.  
(first reading)

**Purpose and Background**

This agenda item is to review and approve the recommendations for amendments to Part Five - General Offenses Code of the City Code made by the Ordinance Review Commission.as outlined in the attached ordinance.

**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**

ORC Worksheet - Part Five - General Offenses Code  
Ordinance



**CITY OF HUBER HEIGHTS**  
**ORDINANCE REVIEW COMMISSION**  
**PART FIVE – GENERAL OFFENSES CODE - WORKSHEET**

Legislation/ Code Section	Date of Review/ Action	Action Taken	Notes
505 Animals	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review <b>X No Further Action Needed</b>	Law Director to review Section 505 to determine if it should be restructured to move all definitions to the beginning of Section 505 and to reorder Section 505 to make it flow from the general to the specific in content (see minutes). Law Director reviewed Section 505 and saw no reason for restructuring Section 505. ORC determined that no changes were needed for this section at the 3/17/21 ORC meeting <b>Status: NO FURTHER ACTION NEEDED ON THIS ITEM</b>
505.01(e) Montgomery County Animal Resource Center	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review <b>X No Further Action Needed</b>	City Staff to determine if Montgomery County Animal Resource Center Trap, Neuter and Return Program is still in effect or if this section needs to be modified or removed. City Staff verified that program is still in effect. ORC determined that no changes were needed for this section at the 3/17/21 ORC meeting. <b>Status: NO FURTHER ACTION NEEDED ON THIS ITEM</b>
505.01(a) Dogs, Cats And Other Animals Running At Large	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review <b>X No Further Action Needed</b>	Law Director to review this section to determine if an exception for the City's dog park should be added to this section (see minutes). Law Director reviewed Section 505.01(a) and saw no need for changes to this section. ORC determined that no changes were needed for this section at the 3/17/21 ORC meeting. <b>Status: NO FURTHER ACTION NEEDED ON THIS ITEM</b>
505.04 Abandoning Animals	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Law Director review this section and determined there were incorrect Ohio Revised Code citations in Sections 505.04(a) and 505.04(b). ORC recommended correcting these citations at the 2/17/21 meeting. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>
505.10/505.14 Animal Bites/ Dangerous	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Law Director reviewed these sections and determined these sections are in the Ohio Revised Code but are quite different than the City Code. Law Director recommended changing these sections to mirror the Ohio Revised Code. ORC recommended changing these sections to mirror the Ohio

Dogs			Revised Code at the 2/17/21 meeting. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>
505.11 Presumption Of Animal Owner, Keeper Or Harborer	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Law Director reviewed this section and suggested that ORC may want to consider adding a direct prohibition on feeding feral cats to the City Code. ORC requested that the Law Director draft language for Section 505.11 to add a direct prohibition on feeding feral cats at the 2/17/21 meeting. Law Director provided draft language for Section 505.11 to add a direct prohibition on feeding feral cats. ORC recommended adding the draft language to Section 505.11 to add a direct prohibition on feeding feral cats at the 3/17/21 ORC meeting. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>
509.08 Disturbing The Peace	08/18/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input checked="" type="checkbox"/> Needs Law Director Review	City Engineer recommended changing “weekdays” to “Monday through Saturday” in Section 509.08(b)(10). ORC recommended revisions proposed by City Engineer to Section 509.08(b)(10) at the 8/18/21 ORC meeting. ORC discussed Section 509.08 again after a resident complaint on this issue at a City Council Meeting at the 9/15/21 ORC meeting. ORC recommended City Staff look at Section 509.08 further and rescinded the recommendation the commission made previously to accept the City Engineer’s proposed changes to Section 509.08 regarding Saturdays at the 9/15/21 ORC meeting. <b>Status: CITY STAFF REVIEW</b>
509.10 Motor Vehicle Noise Control	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Law Director to review the American National Standards Institute reference in Section 509.10(a) and the addition of golf carts to the list of vehicles in Section 509.10(a)(4) to determine if any changes are needed to this section (see minutes). Law Director reviewed Section 509.10 and recommended revisions to Section 509.10. ORC recommended revisions proposed by Law Director to Section 509.10 at the 4/21/21 ORC meeting. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>
509.12 Barking Or Howling Dogs	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review <input checked="" type="checkbox"/> No Further Action Needed	Law Director to cross reference this section with Ohio Revised Code to determine if any changes related to debarking dogs are needed to this section. Law Director reviewed Section 509.12 and saw no need for changes to this section. ORC determined that no changes were needed for this section at the 3/17/21 ORC meeting. <b>Status: NO FURTHER ACTION NEEDED ON THIS ITEM</b>
509.13 Admission Of Evidence	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review <input checked="" type="checkbox"/> No Further Action Needed	Law Director to review the American National Standards Institute reference in Section 509.13) to determine if any changes are needed to this section (see minutes). Law Director reviewed Section 509.13 and saw no need for changes to this section. ORC determined that no changes were needed

			for this section at the 4/21/21 ORC meeting. <b>Status: NO FURTHER ACTION NEEDED ON THIS ITEM</b>
511.02 Curfew	07/21/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review <b>X No Further Action Needed</b>	Law Director to Section 511.02 to determine if correct days and times are spelled out for curfew periods (see minutes). Law Director reviewed Section 511.02 and saw no need for changes to this section. ORC determined that no changes were needed for this section at the 8/18/21 ORC meeting. <b>Status: NO FURTHER ACTION NEEDED ON THIS ITEM</b>
521.06 Duty To Keep Sidewalks In Repair And Clean	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Law Director/City Staff had provided suggested changes to this section for consideration by ORC. ORC had some questions about the suggested changes (see minutes). Law Director and City Staff to review the questions from ORC and determine if any additional changes to this section are needed. Law Director and City Staff reviewed Section 521.06 and recommended Section 521.06(F)(2) be changed to read “within those 30 days” and not “10 days” as the section currently reads and to remove the references to curbs and gutters totally from Section 521.06. ORC recommended approval of the proposed changes to this section at the 3/17/21 ORC meeting. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>
521.081 Littering And Deposit Of Garbage And Trash	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Law Director and City Staff to review the questions regarding fees and service of notice from ORC and determine if any changes to this section are needed (see minutes). Law Director and City Staff reviewed Section 521.081 and recommended changes to Section 521.081(h). ORC recommended approval of the proposed changes to this section at the 3/17/21 ORC meeting. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>
521.082(c) Residential Solid Waste Collection And Disposal	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Clerk of Council to correct typographical error in this section to change “remove Waster Material”. to “remove Waste Material”. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>
521.10 Duty To Cut Weeds And Grass	02/17/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	Law Director and City Staff to review the questions regarding section organization, typographical error, and noticing from ORC and determine if any changes to this section are needed (see minutes). Law Director and City Staff reviewed Section 521.10 and recommended changes to Section 521.10. ORC recommended approval of the proposed changes to this section at the 3/17/21 ORC meeting. <b>Status: INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIVE</b>

CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

AMENDING CERTAIN SECTIONS OF PART FIVE, GENERAL OFFENSES CODE, OF THE CITY CODE OF HUBER HEIGHTS.

WHEREAS, the citizens of Huber Heights require City codified ordinances that are current, up to date, and reflect the current practices and processes of the City; and

WHEREAS, as part of the Ordinance Review Commission process, the Ordinance Review Commission has identified provisions within the General Offenses Code that require updating or other changes; and

WHEREAS, the City Council has determined that revisions in Chapters 505, 509, and 521 are necessary to enhance the effective and efficient delivery of municipal services.

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

Section 1. Part Five, General Offenses Code, Chapter 505 – Animals, Section 505.04 – Abandoning Animals is hereby amended to read as follows:

**505.04 - Abandoning animals.**

- (a) No owner or keeper of a dog, cat or other domestic animal shall abandon such animal. (ORC ~~955.99(D)~~ 959.01)
- (b) Whoever violates this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense. (ORC ~~959.01~~ 959.99(E))

Section 2. Part Five, General Offenses Code, Chapter 505 – Animals, Section 505.10 – Animal Bites, Reports, and Quarantine is hereby amended to read as follows:

**505.10 - Duties after dog bites person.**

**(a) General**

(1) No person shall remove a dog that has bitten any person from the county in which the bite occurred until a quarantine period as specified in division (b) of this section has been completed. No person shall transfer a dog that has bitten any person until a quarantine period as specified in division (b) of this section has been completed, except that a person may transfer the dog to the county dog warden or to any other animal control authority.

(2) No person shall kill a dog that has bitten any person until a quarantine period as specified in division (B) of this section has been completed. Notwithstanding the foregoing, this section does not apply to the killing of a dog in order to prevent further injury or death or if the dog is diseased or seriously injured.

(3) No person who has killed a dog that has bitten any person in order to prevent further injury or death or if the dog is diseased or seriously injured shall fail to do both of the following:

(A) Immediately after the killing of the dog, notify the board of health for the district in which the bite occurred of the facts relative to the bite and the killing;

(B) Hold the body of the dog until that board of health claims it to perform tests for rabies.

(b) The quarantine period for a dog that has bitten any person shall be ten days or another period that the board of health for the district in which the bite occurred determines is necessary to observe the dog for rabies.

(c) This section does not apply to a police dog that has bitten a person while the police dog is under the care of a licensed veterinarian or has bitten a person while the police dog is being used for law enforcement, corrections, prison or jail security, or investigative purposes. If, after biting a person, a police dog exhibits any abnormal behavior, the law enforcement agency and the law enforcement officer the police dog assists, within a reasonable time after the person is bitten, shall make the police dog available for the board of health for the district in which the bite occurred to perform tests for rabies.

(d) As used in this section, "police dog" has the same meaning as in Ohio R.C. 2921.321.

(ORC 955.261)

Section 3. Part Five, General Offenses Code, Chapter 505 – Animals, Section 505.14 – Dangerous Dogs is hereby amended to read as follows:

**505.14 – Dangerous dogs.**

(a) As used in this section:

(1) (A) "Dangerous dog" means a dog that, without provocation, and subject to division (a)(1)(B) of this section, has done any of the following: (i) Caused injury, other than killing or serious injury, to any person; (ii) Killed another dog; (iii) Been the subject of a third or subsequent violation of division (C) of Ohio R.C. 955.22.

(B) "Dangerous dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

(2) "Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

(3) "Nuisance dog" means a dog that without provocation and while off the premises of its owner, keeper, or harbinger has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person. "Nuisance dog" does not include a police dog that while being used to assist one or more law enforcement officers in the performance of official duties has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.

(4) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

(5) "Serious injury" means any of the following: (i) Any physical harm that carries a substantial risk of death; (ii) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity; (iii) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement; (iv) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

(6) (A) "Vicious dog" means a dog that, without provocation and subject to division (a)(6);

(B) of this section, has killed or caused serious injury to any person. "Vicious dog" does not include either of the following: (i) A police dog that has killed or caused serious injury to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties; (ii) A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harborer of the dog.

(7) "Without provocation" means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

(b) No owner, keeper, or harborer of any female dog shall permit it to go beyond the premises of the owner, keeper, or harborer at any time the dog is in heat unless the dog is properly in leash.

(c) Except when a dog is lawfully engaged in hunting and accompanied by the owner, keeper, harborer, or handler of the dog, no owner, keeper, or harborer of any dog shall fail at any time to do either of the following:

(1) Keep the dog physically confined or restrained upon the premises of the owner, keeper, or harborer by a leash, tether, adequate fence, supervision, or secure enclosure to prevent escape;

(2) Keep the dog under the reasonable control of some person.

(d) Except when a dangerous dog is lawfully engaged in hunting or training for the purpose of hunting and is accompanied by the owner, keeper, harborer, or handler of the dog, no owner, keeper, or harborer of a dangerous dog shall fail to do either of the following:

(1) While that dog is on the premises of the owner, keeper, or harborer, securely confine it at all times in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;

(2) While that dog is off the premises of the owner, keeper, or harborer, keep that dog on a chain-link leash or tether that is not more than six feet in length and additionally do at least one of the following:

(A) Keep that dog in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;

(B) Have the leash or tether controlled by a person who is of suitable age and discretion or securely attach, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person;

(C) Muzzle that dog.

(e) No owner, keeper or harborer of a vicious dog shall fail to obtain liability insurance with an insurer authorized to write liability insurance in this State providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than \$100,000.00 because of damage or bodily injury to or death of a person caused by the vicious dog.

(f) Penalty

(1) Whoever commits a violation of section (b) or (c) that involves a dog that is not a nuisance dog, dangerous dog, or vicious dog shall be fined not less than twenty-five dollars or more than one hundred dollars on a first offense, and on each subsequent offense shall be fined not less than seventy-five dollars or more than two hundred fifty dollars and may be imprisoned for not more than thirty days.

(2) Whoever commits a violation of section (c) that involves a nuisance dog is guilty of a minor misdemeanor on the first offense and of a misdemeanor of the fourth degree on each subsequent offense involving the same dog.

(3) Whoever commits a violation of section (c) that involves a dangerous dog or a violation of section (d) is guilty of a misdemeanor of the fourth degree on a first offense and of a misdemeanor of the third degree on each subsequent offense.

(4) Whoever commits a violation of section (c) of section that involves a vicious dog is guilty a misdemeanor of the first degree if the dog causes injury other than killing or injury to a person.

(5) Whoever violates section (e) is guilty of a misdemeanor of the fourth degree.

Section 4. Part Five, General Offenses Code, Chapter 505 – Animals is hereby amended to add Section 505.111 – Outdoor Feeding Prohibited to read as follows:

**505.111 – Outdoor feeding prohibited.**

(a) For purposes of this section the following definitions shall apply:

(1) “Running at large” shall mean an animal off of its owner's premises, without a leash, and without a person to control the animal.

(2) “Wild Animal” shall mean an animal not legally confined or held by private ownership legally acquired and shall include but not be limited to feral cats, squirrels, chipmunks, ground hogs, raccoons, skunks, opossums, muskrats, deer, foxes and coyotes.

(b) No person shall knowingly or recklessly leave food or any other type of feed outdoors so to attract animals running at large or wild animals. The feeding of one's own animal(s) or birds on their premises shall be the exception so long as the feed does not attract animals, other than birds, whether running at large or wild from public property, public ways or private property not owned by the feeding person. The feeding outdoors of one's own animals shall take place during daylight hours only.

(c) It shall be prima facie evidence of a violation of this section if a person shall knowingly or recklessly:

(1) Leave food or any other type of feed outdoors after daylight hours; or

(2) Leave food or any other type of feed outdoors unattended not in the presence of the owner's animal; or

(3) Allow animals running at large or wild animals to feed on one's own property.

(d) Whoever violates this section is guilty of a minor misdemeanor on the first offense. Whoever violates any provision of this section on a second or subsequent offense within one (1) year shall be guilty of a misdemeanor of the fourth degree.

Section 5. Part Five, General Offenses Code, Chapter 509 – Disorderly Conduct And Peace Disturbance, Section 509.10 – Motor Vehicle Noise Control is hereby amended to read as follows:

**509.10 - Motor vehicle noise control.**

(a) *Definitions.* All terminology used in this chapter but not defined in this section, shall have the same meanings as are set out in the applicable publications of the American National Standards Institute (ANSI) or its successor body. In addition, as used in this chapter, the terms listed below shall have the following meanings:

(1) "A-weighted sound level" means the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB (A) or dBA.

~~(2) "Decibel" (db) means a unit of sound pressure measurement as defined in the American National Standards Institute Bulletin.~~

~~(3) "dB (A)" refers to a weighted scale for measuring decibels as defined in the American National Standards Institute Bulletin.~~

~~(4)~~(2) "Light motor vehicle" means any automobile, van, motorcycle, motor-driven cycle, motor scooter, dune buggy, snowmobile, all-terrain vehicle, go-cart, minibike, trail bike or truck with a gross vehicular weight of less than 8,000 pounds.

~~(5)~~(3) "Modified exhaust system" means an exhaust system in which the original noise abatement devices have been physically altered, causing them to be less effective in reducing noise, or in which the original noise abatement devices have either been removed or replaced by noise abatement devices which are not as effective in reducing noise as their original devices, or in which devices have been added to the original noise abatement devices so that noise levels are increased.

~~(6)~~(4) "Noise level" refers to the A-weighted sound level produced by a motor vehicle.

~~(7)~~(5) "Person" means any individual, association, partnership or corporation and includes any officer, employee, department, agency or instrumentality.

~~(8)~~(6) "Sound level meter" means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and weighting networks and which is used to measure sound pressure levels. Such instrument shall be used for measurement of the intensity of sound and calibrated in decibels as standardized by the ~~American Standard Association~~ American National Standards Institute Standard S1 4 – 1983, or the most recent revision thereof. Readings shall be made on a dB (A) scale.

~~(9)~~(7) "Traffic noise" means sound made by a motor vehicle operated either on a public right-of-way or on private property.

(b) *Light Motor Vehicle Noise.*

(1) No person shall cause noise levels from the operation of a light motor vehicle in excess of 80 dB (A) in any area of the City, at any time of the day, regardless of the specified speed limit, where the speed limit is not more than 45 miles per hour. Such noise level limits of 80 dB (A) shall be based on a distance of not less than 15 feet from the noise source.

(2) Whoever violates this subsection is guilty of a minor misdemeanor for the first offense, a fourth degree misdemeanor for any second offense occurring within six months of a first offense, and a third degree misdemeanor for subsequent offenses occurring within six months of a previous offense. No portion of the fine may be suspended and no imprisonment shall be imposed.

(c) *Modified Exhaust Systems; Revving; Tire Squealing.*



- (1) No person shall operate a motor vehicle which causes noise levels in excess of 80 dB (A) in any area of the City as a result of a defective or modified exhaust system which noise level limits shall be based on a distance of not less than 15 feet from the noise source. No person shall operate a motor vehicle which causes excessive noise levels as a result of unnecessary rapid acceleration, deceleration, revving or tire squealing.
- (2) Whoever violates this subsection is guilty of a minor misdemeanor for the first offense, a fourth degree misdemeanor for any second offense occurring within six months of a first offense, and a third degree misdemeanor for subsequent offenses occurring within six months of a previous offense. No portion of the fine may be suspended and no imprisonment shall be imposed.

Section 6. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.06 – Duty To Keep Sidewalks In Repair And Clean is hereby amended to read as follows:

**521.06 - Duty to keep sidewalks in repair and clean; remedy by city for noncompliance.**

(a) No owner or occupant of abutting lands shall fail to keep the sidewalks, ~~curbs or gutters~~ in repair and free from any nuisance.

(b) Whoever violates this section is guilty of a minor misdemeanor.

(c) Notice to Repair; Assessment Against Land. Upon a finding by the City Engineer or his designee, that an owner or occupant of abutting lands has failed to keep the sidewalks, curbs or gutters in repair and free from any nuisance, the City Engineer, or his designee, in the name of the City Council, shall cause a written notice to be served upon the owner, occupant or any other person or entity having charge of such land directing that repairs shall be made within sixty (60) days after the service of the notice. No owner, occupant or other person or entity having charge of the land shall fail to comply with such notice within those sixty days.

(d) Service of Notice.

(1) The written notice provided for in subsection (c) hereof shall be served upon the owner, occupant or other person or entity having charge of the abutting land either in person, or by being mailed to or left at the usual place of residence of any such person or the principal office of any such entity.

(2) If such owner, occupant or other person or entity having charge of such land is a nonresident of this City whose address is known, such notice shall be sent to his or its address by registered or certified mail.

(3) If no owner, occupant or other person or entity having charge of the land is present on such land at the time the City attempts to serve the written notice, or if the address of such owner is unknown, or if notice by registered or certified mail is not delivered and accepted, the City shall have the option to make such service by publishing the written notice once in a newspaper of general circulation in the City.

(4) The City Engineer or his designee may make such personal or residential service and return of the written notice provided for in subsection (d) hereof.

(e) Noncompliance; Remedy of City. If the owner, occupant or other person or entity fails to comply with such notice and timely make the repairs, the City shall cause such repairs to be properly completed at the expense of the owner of that abutting land. All expenses incurred, together with an administrative fee of \$250.00, shall be assessed against the land.

(f) Collection of Costs.

(1) Written notice of such an assessment under subsection (e) hereof shall be given to the owner of the land in the same manner as is provided above for service of the written notice under subsection (d) hereof. The amount of the assessment shall be paid and delivered to the City within thirty (30) days after notice of the assessment was so served.

(2) If the City has not received payment of the assessment under subsection (e) hereof within those thirty (30) days, the City shall make a written return or certification to the County Auditor of the amount of the unpaid assessment, plus an additional administrative charge of ten percent including with that certification a proper description of the premises. The assessed amount shall be entered upon the tax duplicate and shall be a lien upon such land from and after the date of the entry and shall be collected as other taxes and returned to the City General Fund.

Section 7. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.081(h) – Littering And Deposit Of Garbage And Trash; Remedy By City For Noncompliance is hereby amended to read as follows:

**521.081 - Littering and deposit of garbage and trash; remedy by city for noncompliance.**

(h) Whoever violates this section shall, in addition to the above, be guilty of a minor misdemeanor. Any person convicted of a second or additional offense of this section within two years of the first offense shall be guilty of a misdemeanor of the fourth degree.

Section 8. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.082(c) – Residential Solid Waste Collection and Disposal is hereby amended to read as follows:

**521.082 - Residential solid waste collection and disposal.**

(c) No person, other than the Authorized Collection Agent, shall collect or receive, for hire, and thereafter convey or transport on the streets and alleys or public thoroughfares of the City of Huber Heights, Waste Material from any Residential Dwelling. Each such activity in violation hereof from one or more locations shall constitute a separate and distinct offense. The foregoing shall in no way limit the City from using its own forces, or other authorized agents to remove Waste Material at Residential Dwellings from time to time.

Section 9. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.10(e) – Duty To Cut Weeds And Grass; Remedy By City For Noncompliance is hereby amended to read as follows:

**521.10 - Duty to cut weeds and grass; remedy by city for noncompliance.**

(e) Upon notice presented to the Director of Public Service or his/her designee, that weeds and grass are growing on land in the City in violation of this section, the Director or his/her designee, in the name of Council, shall in addition to the publication set forth in subsection (d) hereof, cause a placard to be conspicuously placed on the property. Said placard shall be of a size, shape and color to be clearly visible and shall contain, at a minimum, the following information:

Section 10. 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 11. 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 \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

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Clerk of Council

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Mayor

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Date

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Date

AI-7917

**New Business E.  
City Council**

**City Council Meeting**

**Meeting Date:** 10/25/2021

Ordinance Review Commission Recommendations - City Code Amendments - Part Fifteen - Fire Prevention Code

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 10/19/2021

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

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

**Agenda Item Description or Legislation Title**

An Ordinance Amending Certain Sections Of Part Fifteen, Fire Prevention Code, Of The City Code Of Huber Heights.  
(first reading)

**Purpose and Background**

This agenda item is to review and approve the recommendations for amendments to Part Fifteen - Fire Prevention Code of the City Code made by the Ordinance Review Commission as outlined in the attached ordinance.

**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**

ORC Worksheet - Part Fifteen - Fire Prevention Code Ordinance

**CITY OF HUBER HEIGHTS  
ORDINANCE REVIEW COMMISSION  
PART FIFTEEN – FIRE PREVENTION CODE - WORKSHEET**

Legislation/ Code Section	Date of Review/ Action	Action Taken	Notes
1517.06 Notice Of Violation	08/18/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input checked="" type="checkbox"/> Needs Law Director Review	<p>Law Director and Fire Chief to review Section 1517.06 to determine if any changes or updates are needed (see minutes). Law Director and Fire Chief reviewed Section 1517.06 and determined no changes were needed. ORC concerned about who gets cited if a violation is not corrected and requested that the Law Director and Fire Chief review Section 1517.06 again (see minutes).</p> <p>Status: <b>CITY STAFF REVIEW</b></p>
1517.08 Stop Work And Remedial Orders	08/18/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input checked="" type="checkbox"/> Needs Law Director Review	<p>Law Director and Fire Chief to review Section 1517.08 to determine if any changes or updates are needed (see minutes). Law Director and Fire Chief reviewed Section 1517.08 and determined no changes were needed. ORC concerned about who gets cited if a violation is not corrected and requested that the Law Director and Fire Chief review Section 1517.08 again (see minutes).</p> <p>Status: <b>CITY STAFF REVIEW</b></p>
1517.09 Right Of Appeal	08/18/21	<input type="checkbox"/> Repeal <input type="checkbox"/> Rescind <input checked="" type="checkbox"/> Amend/Revise <input type="checkbox"/> Add <input type="checkbox"/> Needs Law Director Review	<p>Law Director and Fire Chief to review Section 1517.09 to determine if any changes or updates are needed (see minutes). Law Director and Fire Chief reviewed Section 1517.09 and concurred with recommendations for changes to Section 1517.09. ORC recommended the proposed revisions at the 9/15/21 ORC meeting.</p> <p>Status: <b>INCORPORATING INTO REVISIONS LEGISLATION FOR PART FIFTEEN</b></p>

CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

AMENDING CERTAIN SECTIONS OF PART FIFTEEN, FIRE PREVENTION CODE, OF THE CITY CODE OF HUBER HEIGHTS.

WHEREAS, the citizens of Huber Heights require City codified ordinances that are current, up to date, and reflect the current practices and processes of the City; and

WHEREAS, as part of the Ordinance Review Commission process, the Ordinance Review Commission has identified provisions within the Fire Prevention Code that require updating or other changes; and

WHEREAS, the City Council has determined that revisions in Chapter 1517 are necessary to enhance the effective and efficient delivery of municipal services.

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

Section 1. Part Fifteen, Fire Prevention Code, Chapter 1517 – Dangerous And Hazardous Conditions, Section 1517.09 – Right Of Appeal is hereby amended to read as follows:

**1517.09 - Right of appeal.**

- (a) Any person aggrieved by a decision or interpretation by the Fire Official made under the provisions of the Ohio Fire Code may appeal the decision as set forth in Section 108 of the Ohio Fire Code. Any person aggrieved by a decision or interpretation of the Fire Official made under the Huber Heights Fire Code, may appeal the decision to the Appeals Board as established under subsection (b) hereof.
- (b) The Appeals Board shall consist of the City of Huber Heights Fire Chief, City Engineer, and a member at large from the building community appointed by City Council.
- (c) The application for appeal shall be submitted in writing within ten days of the date of notice or order of the Fire Official. Such application shall be completed in form and accordance with the fee and procedure established in subsection (d) hereof.
- (d) If the ~~owner~~ person aggrieved by a decision or interpretation files for an appeal, a hearing before the Appeals Board will be scheduled and a notice of such hearing duly advertised in the local newspaper. A non-refundable filing fee of \$100.00 shall be charged to the applicant for each appeal.
- (e) The provisions of this section shall not be effective in cases where a court citation has been issued by the Fire Official responsible for the enforcement of the Huber Heights Fire 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 \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

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Clerk of Council

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Mayor

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Date

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Date

AI-7925

**New Business F.  
City Council**

**City Council Meeting**

**Meeting Date:** 10/25/2021

TEFRA Bond Issuance - The Landings at The Heights - \$30,000,000 - TEFRA Public Hearing

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 10/19/2021

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

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

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**Agenda Item Description or Legislation Title**

A Public Hearing Scheduled For October 25, 2021 By The Huber Heights City Council As Required By Section 147(f) Of The Internal Revenue Code Of 1986 As Amended With Respect To The Proposed Issuance By The Public Finance Authority Of Tax-Exempt Health Care Facilities Revenue Bonds, Series 2021 (SLF Huber Heights LLC Obligated Group Project) In One Or More Series In An Amount Not To Exceed \$30,000,000.

**Purpose and Background**

The Landings of Huber Heights, a senior assisted living and memory care facility, is being acquired by a new owner to provide expanded inpatient and outpatient geriatric mental care and treatment; to be licensed and regulated by the State of Ohio. The new owner, SFL Huber Heights, LLC, seeks to fund the purchase and improvement of the facility through tax-exempt bonds to be sold through the Public Finance Authority. To qualify for these tax-exempt bond through the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), the City must approve the sale of such bonds in accordance with the Internal Revenue Code.

The City has no other obligation to this transaction other than its approval. This City is not issuing or purchasing the bonds associated with this matter; not will have any obligation or association to ensure that such bonds are paid.

Prior to acting on approving legislation, the City Council must hold a public hearing on the matter. The public hearing notice has been published as required (see attached).

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**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:**

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**Attachments**

TEFRA Public Hearing Notice

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## NOTICE OF PUBLIC HEARING

### WITH RESPECT TO NOT TO EXCEED \$30,000,000 PUBLIC FINANCE AUTHORITY HEALTH CARE FACILITIES REVENUE BONDS

Notice is hereby given that on October 25, 2021, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by or on behalf of the City of Huber Heights, Ohio (the "City"), or its designee, with respect to the proposed issuance by the Public Finance Authority (the "Authority") of its tax-exempt Health Care Facilities Revenue Bonds, Series 2021 (SLF Huber Heights LLC Obligated Group Project), in one or more series (the "Bonds"), in an amount not to exceed \$30,000,000. The hearing will commence at 7:00 p.m., or as soon thereafter as the matter can be heard, and will be held in Council Chambers at Huber Heights City Hall, 6131 Taylorsville Road, Huber Heights, Ohio 45424.

The Bonds are expected to be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Code and pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes. The proceeds from the sale of the Bonds will be loaned to SLF Huber Heights LLC, an Ohio limited liability company and/or an affiliate thereof (the "Borrower"), and used pursuant to a plan of finance undertaken to (i) finance the acquisition of an assisted living and memory care facility known as the Landings of Huber Heights (the "Facility") and the property on which the Facility is located, (ii) finance the acquisition, construction, renovation, furnishing and equipping of improvements to accomplish a conversion of the Facility to provide inpatient geriatric psychiatric, residential geriatric mental and behavioral health, acute memory care, partial hospitalization, and intensive outpatient services and to contain 96 licensed beds, (iii) fund a debt service reserve fund for the Bonds, (iv) fund capitalized interest (if any), (v) finance working capital, and (vi) finance some or all of the costs of issuance of the Bonds.

All of the health facility projects to be financed or reimbursed with proceeds of the Bonds are or will be located at 6200 Bellefontaine Road, Huber Heights, Ohio 45424, and the initial legal owner of the Facility is expected to be the Borrower. The sole member of the Borrower is Superior Living Foundation, Inc., a Maryland nonprofit corporation and an organization described in section 501(c)(3) of the Code.

The Bonds will be limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the Bond Indenture for the Bonds. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY.

Interested persons are invited to attend this public hearing and will be given an opportunity to express their views concerning the proposed issuance of the Bonds. Written comments may also be given by submitting them to Anthony Rodgers, Clerk of Council, at 6131 Taylorsville Road, Huber Heights, Ohio 45424, prior to the public hearing. This notice is given pursuant to Section 147(f) of the Code.

Dated: October 18, 2021

AI-7913

New Business G.  
City Manager

**City Council Meeting**

**Meeting Date:** 10/25/2021

TEFRA Bond Issuance - The Landings of Huber Heights

**Submitted By:** Bryan Chodkowski

**Department:** Finance

**Division:** Accounting

**Council Committee Review?:** Council  
Work  
Session

**Date(s) of Committee Review:** 07/20/2021 and  
10/19/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** Yes

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

**Agenda Item Description or Legislation Title**

An Ordinance Giving Applicable Elected Representative Approval In Connection With The Issuance Of Tax Exempt Bonds By The Public Finance Authority, And Declaring An Emergency.  
(first reading)

**Purpose and Background**

As Council was advised in July, 2021, The Landings of Huber Heights, a senior assisted living and memory care facility, is being acquired by a new owner to provide expanded inpatient and outpatient geriatric mental care and treatment; to be licensed and regulated by the State of Ohio. The new owner, SFL Huber Heights, LLC, seeks to fund the purchase and improvement of the facility through tax-exempt bonds to be sold through the Public Finance Authority. To qualify for these tax-exempt bond through the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), the City must approve the sale of such bonds in accordance with the Internal Revenue Code. The new owner originally requested \$26,000,000 worth of bonds to be sold. Upon further review, the new owner believes that \$30,000,000 in bond proceeds will be necessary to complete the project. Because of the increase in the amount of tax-exempt bonds to be sold through the Public Finance Authority, the City Council is being asked to consider this matter a second time for the higher amount.

The City has no other obligation to this transaction other than its approval. This City is not issuing or purchasing the bonds associated with this matter; nor will the City have any obligation or association to ensure that such bonds are paid.

Prior to acting on approving legislation, the City Council must hold a TEFRA public hearing on the matter.

**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**



CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

GIVING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF TAX EXEMPT BONDS BY THE PUBLIC FINANCE AUTHORITY, AND DECLARING AN EMERGENCY.

WHEREAS, SLF Huber Heights LLC, an Ohio limited liability company (the "Borrower"), and/or an affiliate thereof intends to acquire and operate an assisted living and memory care facility known as the Landings of Huber Heights (the "Facility"), which is located at 6200 Bellefontaine Road, Huber Heights, Ohio 45424 within the City of Huber Heights, Ohio (the "City"); and

WHEREAS, the Borrower has requested the Public Finance Authority (the "Authority") to issue tax exempt obligations (the "Bonds"), which will be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), for the benefit of the Borrower and/or an affiliate thereof, in one or more series and in an aggregate principal amount not to exceed \$30,000,000, the proceeds of which will be used to (i) finance the acquisition of the Facility and the property on which the Facility is located, (ii) finance the acquisition, construction, renovation, furnishing and equipping of improvements to accomplish a conversion of the Facility to provide inpatient geriatric psychiatric, residential geriatric mental and behavioral health, acute memory care, partial hospitalization, and intensive outpatient services and to contain 96 licensed beds, (iii) fund a debt service reserve fund for the Bonds, (iv) fund capitalized interest (if any), (v) finance working capital, and (vi) finance some or all of the costs of issuance of the Bonds (collectively, the "Project"); and

WHEREAS, the Facility and the improvements thereto as described above to be financed or reimbursed with proceeds of the Bonds are or will be located at 6200 Bellefontaine Road, Huber Heights, Ohio 45424 within the City, and the initial legal owner of which is expected to be the Borrower; and

WHEREAS, the sole member of the Borrower is Superior Living Foundation, Inc., a Maryland nonprofit corporation and an organization described in section 501(c)(3) of the Code; and

WHEREAS, the Borrower desires that the Bonds be issued in compliance with the requirements of the Code so that interest on the Bonds may be excludable from the gross income of the owners of the Bonds for federal income tax purposes; and

WHEREAS, this City Council held a public hearing at 7:00 p.m. on October 25, 2021 after reasonable public notice was given in accordance with applicable law, and at such public hearing no objections were raised with respect to the proposed issuance of the Bonds or the financing of the Project; and

WHEREAS, Section 147(f) of the Code requires, as a condition to receiving tax-exempt treatment of the interest on the Bonds, that an authorized, elected representative approve the Project, the issuance of the Bonds and the plan of finance to be effectuated thereby (the "Plan"), and this City Council constitutes such an authorized, elected representative.

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

Section 1. For the sole purpose of the Borrower's compliance with Section 147(f) of the Code and qualifying the interest payable on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, this City Council hereby approves the issuance of the Bonds by the Authority in one or more series in an aggregate principal amount not to exceed \$30,000,000, the financing of the Project and the Plan.

Section 2. In no event shall the City be liable for such Bonds, and the Bonds shall not be, and are not, general obligations, debt or bonded indebtedness of the City. The holders or owners of such Bonds shall not have the right to have excises or taxes levied by the City for the payment

of principal of, or interest or premium, if any, on such Bonds. Such payment shall be made only from funds provided by the Borrower or its affiliates.

Section 3. If any section, paragraph or provision of this Bond Legislation shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Bond Legislation.

Section 4. 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 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this Ordinance is required to be immediately effective to progress the process of the financing of the Project with the proceeds of the Bonds; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

Passed by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

#### CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2021-O-\_\_\_\_\_ passed by the Council of the City of Huber Heights, on October 25, 2021.

\_\_\_\_\_  
Clerk of Council

AI-7919

New Business H.  
City Manager

**City Council Meeting**

**Meeting Date:** 10/25/2021

Supplemental Appropriations

**Submitted By:** Jim Bell

**Department:** Finance **Division:** Accounting

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 10/19/2021

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

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

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**Agenda Item Description or Legislation Title**

An Ordinance Authorizing Transfers Between Various Funds Of The City Of Huber Heights, Ohio And Amending Ordinance No. 2020-O-2453 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2021 And Ending December 31, 2021.

(first reading)

**Purpose and Background**

The supplemental appropriations are for the following purposes:

- \$18,392.51 transfer from FEMA Fund to Fire Fund for reimbursement of O.T. for Hurricane Laura deployment (covered by a transfer of FEMA Grant Fund proceeds).
- \$30,000 for City Manager search firm fees.
- \$60,000 estimate for increase in legal expenses throughout 2021.
- \$14,700 for retirement expenses in the Police Dept.
- \$156,472 for Aquatic Center improvements.
- \$44,400 for retirement expenses for an Engineering Inspector (three departments).
- \$160,000 for additional Suez maintenance expenses for remainder of 2021.
- \$12,914,000 for the refinancing of 2013 and 2014 water bonds (covered by OWDA Loan proceeds).

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**Fiscal Impact**

**Source of Funds:** Various Funds

**Cost:** \$465,572

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

FEMA Grant Fund proceeds will be transferred to the Fire Fund to reimburse overtime expenses related to Hurricane Laura deployment. OWDA Loan proceeds will cover the expenses from the 2013 and 2014 water bonds refinancing. Therefore, those transactions have no fiscal impact on the budget.

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**Attachments**

Ordinance

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF HUBER HEIGHTS, OHIO AND AMENDING ORDINANCE NO. 2020-O-2453 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made to reflect transfers and for appropriations of funds for various 2021 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 transfers necessary and effected after January 1, 2021.

Section 2. Ordinance No. 2020-O-2453 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 \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

***Transfer:***

<u>Amount</u>	<u>Fund From</u>	<u>Fund To</u>	<u>Purpose</u>
\$18,392.51	251 FEMA	210 Fire	Hurricane Laura deployment reimb.



**EXHIBIT B**

AMENDING ORDINANCE NO. 2020-O-2453 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021.

- 1) Section 1 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 101 General Fund, as follows:
  - a. Subsection i) Council, Operations and Capital of \$30,000.00
  - b. Subsection m) Legal, Operations and Capital of \$60,000.00
- 2) Section 5 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 209 Police Fund, as follows:
  - a. Subsection a) Police, Personnel of \$14,700.00
- 3) Section 12 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 218 Parks & Recreation Fund, as follows:
  - a. Subsection c) Aquatic Center, Operations and Capital of \$156,472.00
- 4) Section 15 of Ordinance No. 2020-O-2453 is hereby added to reflect an increase in the appropriations of the 226 Local Street Operating Fund, as follows:
  - a. Subsection c) Engineering, Personnel of \$23,200.00.
- 5) Section 47 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 251 FEMA Fund, Transfers of \$18,392.51.
- 6) Section 37 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 501 Water Fund, as follows:
  - a. Subsection a) Engineering, Personnel of \$10,600.00 and Operations and Capital of \$125,000.00
- 7) Section 40 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 505 Water Bond Service Fund, Debt Service of \$12,914,000.00
- 8) Section 41 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 551 Sewer Fund, as follows:
  - a. Subsection a) Engineering, Personnel of \$10,600.00 and Operations and Capital of \$35,000.00

General Fund	\$90,000.00
Police Fund	\$14,700.00
Parks & Recreation Fund	\$156,472.00
Local Street Operating Fund	\$23,200.00
FEMA Fund	\$18,392.51
Water Fund	\$135,600.00
Water Bond Service Fund	\$12,914,000.00
Sewer Fund	\$45,600.00

AI-7910

**New Business I.**  
**City Manager**

**City Council Meeting**

**Meeting Date:** 10/25/2021

OWDA Water Revenue Bond Refinancing - Refunding Series 2013A Water Revenue Bonds

**Submitted By:** Jim Bell

**Department:** Finance **Division:** Accounting

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 10/19/2021

**Audio-Visual Needs:** None **Emergency Legislation?:** Yes

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

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**Agenda Item Description or Legislation Title**

An Ordinance Providing For The Refinancing, Defeasance And Redemption Of The City's Outstanding Water System Improvement Revenue Bonds, Series 2013A (Tax-Exempt) By Authorizing The Application For And Acceptance Of A Loan From The Ohio Water Development Authority In The Maximum Amount Of \$4,470,000 For The Purpose Of Refinancing Those Bonds, The Execution Of A Related Cooperative Agreement And Escrow Agreement And The Use Of Such Other Monies Of The City's Water Utility For That Purpose, And Declaring An Emergency.  
(first reading)

**Purpose and Background**

The proposed ordinance would allow for the refinancing of the remaining principal amount of \$4,260,000 of the Series 2013A Water Revenue Bonds. The bonds would be refinanced using an Ohio Water Development Authority (OWDA) Loan with an estimated interest rate of 1.7%. The average coupon of the refunded bonds is 4.7%, therefore the City will realize a total savings of \$1,529,245. The average annual debt service cash flow savings is estimated to be almost 36% or \$90,000. Staff requests this ordinance be passed as an emergency so pricing and settlement of the OWDA loan can take place prior to 12/1/2021.

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**Fiscal Impact**

**Source of Funds:** Water Funds

**Cost:** N/A

**Recurring Cost? (Yes/No):** Yes

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

**Financial Implications:**

Refunding the 2013A bonds would result in a reduced average annual debt payment of approximately \$90,000.

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**Attachments**

Ordinance  
Exhibit A

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE REFINANCING, DEFEASANCE AND REDEMPTION OF THE CITY'S OUTSTANDING WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2013A (TAX-EXEMPT) BY AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A LOAN FROM THE OHIO WATER DEVELOPMENT AUTHORITY IN THE MAXIMUM AMOUNT OF \$4,470,000 FOR THE PURPOSE OF REFINANCING THOSE BONDS, THE EXECUTION OF A RELATED COOPERATIVE AGREEMENT AND ESCROW AGREEMENT AND THE USE OF SUCH OTHER MONIES OF THE CITY'S WATER UTILITY FOR THAT PURPOSE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Article XVIII of the Ohio Constitution, the City now owns and operates, as a public utility, a municipal water system (the "Utility") the services of which are supplied to users within and without the corporate limits of the City; and

WHEREAS, pursuant to the Trust Agreement, dated as of September 15, 1995, as amended and supplemented by the First Supplemental Trust Agreement, dated as of October 15, 2005 and as amended and supplemented by the Second Supplemental Trust Agreement, dated October 3, 2013 (collectively, the "Trust Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), Ordinance No. 2013-O-2059 passed by this City Council on August 12, 2013 (the "Series 2013A Bond Ordinance") and a related Certificate of Award dated September 18, 2013 (together with the Trust Agreement and the Series 2013A Bond Ordinance, the "Series 2013A Bond Legislation"), bonds in the aggregate principal amount of \$4,260,000 dated October 3, 2013 (the "Series 2013A Bonds"), were issued for the purpose of paying the costs of improving the Utility, which Series 2013A Bonds are now outstanding in the aggregate principal amount of \$4,260,000; and

WHEREAS, this City Council finds and determines that it will be in the City's best interest to refinance, defease and redeem the outstanding Series 2013A Bonds maturing on December 1 in the years 2033 and 2037 (collectively, the "Outstanding Series 2013A Bonds"); and

WHEREAS, this City desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to refinance a portion of the Outstanding Series 2013A Bonds on the terms set forth in the Cooperative Agreement (defined below) (the "Refinancing"); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms; and

WHEREAS, this City has determined to use certain monies on deposit in the Water Bond Service Fund and/or the Water Bond Reserve Fund (each and maintained in the custody of the Trustee pursuant to the Trust Agreement) to provide the remaining monies necessary to fully defease and redeem the Outstanding Series 2013A Bonds; and

WHEREAS, this City has determined to enter into an Escrow Agreement (defined below) with The Bank of New York Mellon Trust Company, N.A. to facilitate the defeasance and redemption of the Outstanding Series 2013A Bonds.

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

Section 1. OWDA Cooperative Agreement; Loan Amount. The City hereby approves the Refinancing in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the Refinancing of a State Water or Wastewater Project" as set forth in **EXHIBIT A** attached hereto (the "Cooperative Agreement") and hereby authorizes the City Manager and the Director of Finance to execute the Cooperative Agreement with the OWDA substantially in the form set forth and attached hereto in/as **EXHIBIT A**. The loan amount (not to exceed \$4,470,000) shall be set forth in the Cooperative Agreement and

determined by the City Manager and Director of Finance as the amount necessary to effect the Refinancing.

Section 2. Escrow Trustee; Escrow Agreement; Escrow Fund; Call for Redemption; Verification Report.

(a) Escrow Trustee. To provide for the payment of the principal of and interest on the Outstanding Series 2013A Bonds, The Bank of New York Mellon Trust Company, N.A. is hereby designated to act as the Escrow Trustee.

(b) Escrow Agreement. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Escrow Agreement between the City and the Escrow Trustee, in substantially the form as is now on file with the Clerk of Council. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement from such monies as are lawfully available and appropriated or to be appropriated for that purpose.

(c) Escrow Fund. The Escrow Fund provided for in the Escrow Agreement is hereby created. In order to provide for the payment of the (a) interest on the Outstanding Series 2013A Bonds payable on December 1, 2021 and (b) principal amount of those Outstanding Series 2013A Bonds to be redeemed on the Redemption Date (defined below), together with accrued interest, at a redemption price equal to 100% of the principal amount redeemed, the City covenants and agrees with the Escrow Trustee and with the owners of the Outstanding Series 2013A Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The City will provide from the monies received pursuant to the Cooperative Agreement and other available monies in accordance with this Ordinance, such amount as will be sufficient to pay in full the (a) interest on the Outstanding Series 2013A Bonds payable on December 1, 2021 and (b) principal amount of those Outstanding Series 2013A Bonds to be redeemed on the Redemption Date, together with accrued interest, at a redemption price equal to 100% of the principal amount redeemed. The City covenants and agrees with the Escrow Trustee and with the owners of the Outstanding Series 2013A Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Ordinance, the Series 2013A Bond Legislation and the Escrow Agreement to carry out such payments so that the Outstanding Series 2013A Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for deposit in the Escrow Fund monies received pursuant to the Cooperative Agreement and other available funds which shall be held in cash, or, if and to the extent determined by the Director of Finance to be financially advantageous to the City, invested in United States Treasury Obligations ("Treasury Securities"), State and Local Government Series ("SLG Securities") or other direct obligations of, or obligations guaranteed as to both principal and interest by, the United States (direct obligations and guaranteed obligations together with the Treasury Securities and the SLG Securities, collectively, the "Securities"). For purposes of this paragraph, "direct obligations of, or obligations guaranteed as to both principal and interest by, the United States" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on (i) those obligations and (ii) other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

At the direction of the Director of Finance, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the City. Further, if the Director of Finance determines that it would be in the best interest of and financially advantageous to the City to purchase Treasury Securities for deposit into the Escrow Fund, the Director of Finance or any other officer of the City, on behalf of the City and in their official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, from the monies received pursuant

to the Cooperative Agreement to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Any such moneys, and Securities (if any), in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest on the Refunded Bonds.

(d) Call for Redemption. The Outstanding Series 2013A Bonds are hereby called for redemption on the earliest practicable date as set forth in the Escrow Agreement (the "Redemption Date") at the required redemption price of the principal amount thereof, and the Director of Finance is hereby authorized and directed to cause those Outstanding Series 2013A Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 2013 Bond Legislation.

(e) Verification Report. The moneys in the Escrow Fund which shall be held in cash and Securities (if any) shall be certified by Causey Demgen & Moore P.C., an independent public accounting firm of national reputation, in a written report (the "Verification Report") to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Outstanding Series 2013A Bonds to be deemed to be not outstanding as provided for in the Series 2013A Bond Legislation.

Section 3. Use of Monies in Water Bond Service Fund and Water Bond Reserve Fund. The Director of Finance is hereby authorized and directed to instruct the Trustee to transfer sufficient monies from the Water Bond Service Fund and/or the Water Bond Reserve Fund (each maintained pursuant to the Trust Agreement) to the Escrow Trustee for immediate deposit into the Escrow Fund for the purpose of providing sufficient monies, together with those monies received pursuant to the Cooperative Agreement, for the purpose authorized in Section 2.

Section 4. Authorizations. The City Manager, the Director of Finance, the City Attorney, the Clerk of Council, and other City officials, as appropriate, each and all, are authorized and directed to sign any certificates, statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transaction described herein. Any official authorized to take action pursuant to this Section 4 shall also include any person serving in an interim or acting capacity with respect to that office. Any actions heretofore taken by the City as were necessary or appropriate to consummate the transaction described herein are hereby ratified.

Section 5. Notification to the Trustee. For informational purposes, a certified copy of this Ordinance shall be sent by the Director of Finance to the Trustee.

Section 6. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization and consummation of the transaction described herein. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Cooperative Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds received pursuant to the Cooperative Agreement, if available, and otherwise from available moneys in the General Fund.

Section 7. Municipal Advisor. The services of Bradley Payne, LLC., as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice

and recommendations in connection with the authorization and consummation of the transaction described herein. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Cooperative Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds received pursuant to the Cooperative Agreement, if available, and otherwise from available moneys in the General Fund.

Section 8. Compliance with Open Meeting Requirements. 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 9. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the inhabitants of the City, and for the further reason that the Refinancing at the earliest possible time is necessary in order to protect the health of the inhabitants of the City by providing better financial terms for the City, providing the ability to pay for additional necessary infrastructure improvements or relieving financial strains on rate payers and preserving the City's credit; therefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

#### CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2021-O-\_\_\_\_\_ passed by the City Council of the City of Huber Heights on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk of Council

**EXHIBIT A**

**FORM OF COOPERATIVE AGREEMENT FOR THE  
REFINANCING OF A STATE WATER OR WASTEWATER PROJECT**

## EXHIBIT A

### COOPERATIVE AGREEMENT FOR REFINANCING OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

#### WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of existing, new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining and retaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in retaining and obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the refinancing of certain debt of the LGA identified herein, the proceeds of which were used for the construction of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

#### ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:



(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Contract Interest Rate” means the rate specified as such on the Term Sheet.

(c) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(d) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(e) “Eligible Project Costs” shall include the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and publishing the notices and legislation required; legal expenses; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures.

(f) “Loan Amount” means the amount necessary to refinance the Refunded Debt.

(g) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(h) “Project Facilities” means the facilities constructed with all or a portion of the Refunded Debt as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application.

(i) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate that was necessary for the construction and operation of the Project Facilities.

(j) "Refinancing" means the refinancing of the Refunded Debt as contemplated by this Agreement.

(k) "Refunded Debt" the debt of the LGA identified in Exhibit B.

(l) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Loan Amount at the Contract Interest Rate, all as specified in the Term Sheet.

(m) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

(n) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site are the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III – ORIGINAL ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF REFUNDED DEBT

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall have done all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA).

In connection with the construction of the Project Facilities, the LGA represents that:

(a) The construction of the Project Facilities on the Project Site was performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date of the construction thereof.

(b) All laborers and mechanics employed on the Project Facilities were paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages were determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(c) The construction of the Project Facilities, including the letting of contracts in connection therewith, conformed to applicable requirements of federal, state and local laws, ordinances, rules and regulations at such time.

(d) The LGA (i) spent all of the proceeds of the Refunded Debt on the Eligible Project Costs, (ii) committed to spend, or actually spent, at least 5% of the proceeds of the Refunded Debt within six months after the issuance date of the Refunded Debt, and (iii) spent at least 85% of the sale proceeds of the Refunded Debt within three years after the issuance date of the Refunded Debt.

Section 3.2. The LGA hereby represents that (a) it has operated the Project Facilities and the System, or caused them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, have been kept in good repair and good operating condition so that the Project Facilities and System continue to be operated with substantially the same efficiency as when first constructed.

Section 3.3. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or their authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.4. The LGA represents and agrees that it will not seek or obtain alternative funding for the Refinancing without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.5. OWDA shall pay the proceeds of the Loan Amount to the entity identified in the Term Sheet (e.g. the existing holder of the Refunded Debt or an escrow or paying agent) on the date as identified in the Term Sheet.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until

payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 ("Rule 15c2- 12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as

defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.3, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

#### ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and

the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts,

together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

Section 5.11. The LGA shall comply with all laws, ordinances, orders, rules and regulations (including, without limitation, all environmental laws) that may be applicable to it and the Project Site, the Project Facilities and the System, if the failure to comply could have a material adverse effect on the security for this Agreement, or the LGA's ability to repay when due its obligations under this Agreement, subject to its right to contest in good faith the issue of non-compliance.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS OF THE LGA IN  
REGARD TO ENVIRONMENTAL MATTERS; EVENTS OF DEFAULT AND  
REMEDIES THEREFOR; INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached; and

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached.

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 3.1 or Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or



remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the Refinancing or the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

#### ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the

OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
OWDA General Counsel

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

LGA

By: \_\_\_\_\_  
LGA Legal Officer or Counsel, Huber Heights

By: \_\_\_\_\_  
It's: Authorized Rep., Huber Heights

By: \_\_\_\_\_  
It's: \_\_\_\_\_

**EXHIBIT A**

**PROJECT FACILITIES DESCRIPTION**

The construction of a 1 MG storage tank.

**EXHIBIT B**

**REFUNDED DEBT OF LGA**

\$4,260,000.00 – Revenue Bonds Series 2013 A

SCHEDULE I

TERM SHEET

*NOTE: The term sheet will be generated by OWDA after the loan is priced.*

AI-7911

**New Business J.**  
**City Manager**

**City Council Meeting**

**Meeting Date:** 10/25/2021

OWDA Water Revenue Bond Refinancing - Refunding Series 2013B Water Revenue Bonds

**Submitted By:** Jim Bell

**Department:** Finance **Division:** Accounting

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 10/19/2021

**Audio-Visual Needs:** None **Emergency Legislation?:** Yes

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

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**Agenda Item Description or Legislation Title**

An Ordinance Providing For The Refinancing, Defeasance And Redemption Of The City's Outstanding Water System Improvement Revenue Bonds, Series 2013B (Federally Taxable) By Authorizing The Application For And Acceptance Of A Loan From The Ohio Water Development Authority In The Maximum Amount Of \$775,000 For The Purpose Of Refinancing Those Bonds, The Execution Of A Related Cooperative Agreement And Escrow Agreement And The Use Of Such Other Monies Of The City's Water Utility For That Purpose, And Declaring An Emergency.  
(first reading)

**Purpose and Background**

The proposed ordinance would allow for the refinancing of the remaining principal amount of \$735,000 of the Series 2013B Water Revenue Bonds. The bonds would be refinanced using an Ohio Water Development Authority (OWDA) Loan with an estimated interest rate of 1.5%. The average coupon of the refunded bonds is 4.3%, therefore the City will realize a total savings of \$44,687. The average annual debt service cash flow savings is estimated to be over 6% or \$9,000. Staff requests this ordinance be passed as an emergency so pricing and settlement of the OWDA loan can take place prior to 12/1/2021.

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**Fiscal Impact**

**Source of Funds:** Water Funds

**Cost:** N/A

**Recurring Cost? (Yes/No):** Yes

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

**Financial Implications:**

Refunding the 2013B bonds would result in a reduced average annual debt payment of approximately \$9,000.

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**Attachments**

Ordinance  
Exhibit A

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE REFINANCING, DEFEASANCE AND REDEMPTION OF THE CITY'S OUTSTANDING WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2013B (FEDERALLY TAXABLE) BY AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A LOAN FROM THE OHIO WATER DEVELOPMENT AUTHORITY IN THE MAXIMUM AMOUNT OF \$775,000 FOR THE PURPOSE OF REFINANCING THOSE BONDS, THE EXECUTION OF A RELATED COOPERATIVE AGREEMENT AND ESCROW AGREEMENT AND THE USE OF SUCH OTHER MONIES OF THE CITY'S WATER UTILITY FOR THAT PURPOSE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Article XVIII of the Ohio Constitution, the City now owns and operates, as a public utility, a municipal water system (the "Utility") the services of which are supplied to users within and without the corporate limits of the City; and

WHEREAS, pursuant to the Trust Agreement, dated as of September 15, 1995, as amended and supplemented by the First Supplemental Trust Agreement, dated as of October 15, 2005 and as amended and supplemented by the Second Supplemental Trust Agreement, dated October 3, 2013 (collectively, the "Trust Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), Ordinance No. 2013-O-2059 passed by this City Council on August 12, 2013 (the "Series 2013B Bond Ordinance") and a related Certificate of Award dated September 18, 2013 (together with the Trust Agreement and the Series 2013B Bond Ordinance, the "Series 2013B Bond Legislation"), bonds in the aggregate principal amount of \$1,770,000 dated October 3, 2013 (the "Series 2013B Bonds"), were issued for the purpose of paying the costs of improving the Utility, which Series 2013B Bonds are now outstanding in the aggregate principal amount of \$735,000; and

WHEREAS, this City Council finds and determines that it will be in the City's best interest to refinance, defease and redeem the outstanding Series 2013B Bonds maturing on December 1 in the years 2021, 2023 and 2025 (collectively, the "Outstanding Series 2013B Bonds"); and

WHEREAS, this City desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to refinance a portion of the Outstanding Series 2013B Bonds on the terms set forth in the Cooperative Agreement (defined below) (the "Refinancing"); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms; and

WHEREAS, this City has determined to use certain monies on deposit in the Water Bond Service Fund and/or the Water Bond Reserve Fund (each and maintained in the custody of the Trustee pursuant to the Trust Agreement) to provide the remaining monies necessary to fully defease and redeem the Outstanding Series 2013B Bonds; and

WHEREAS, this City has determined to enter into an Escrow Agreement (defined below) with The Bank of New York Mellon Trust Company, N.A. to facilitate the defeasance and redemption of the Outstanding Series 2013B Bonds.

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

Section 1. OWDA Cooperative Agreement; Loan Amount. The City hereby approves the Refinancing in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the Refinancing of a State Water or Wastewater Project" as set forth in **EXHIBIT A** attached hereto (the "Cooperative Agreement") and hereby authorizes the City Manager and the Director of Finance to execute the Cooperative Agreement with the OWDA substantially in the form set forth and attached hereto in/as **EXHIBIT A**. The loan amount (not to exceed \$775,000) shall be set forth in the Cooperative Agreement and determined by the City Manager and Director of Finance as the amount necessary to effect the Refinancing.

Section 2. Escrow Trustee; Escrow Agreement; Escrow Fund; Call for Redemption; Verification Report.

(a) Escrow Trustee. To provide for the payment of the principal of and interest on the Outstanding Series 2013B Bonds, The Bank of New York Mellon Trust Company, N.A. is hereby designated to act as the Escrow Trustee.

(b) Escrow Agreement. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Escrow Agreement between the City and the Escrow Trustee, in substantially the form as is now on file with the Clerk of Council. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement from such monies as are lawfully available and appropriated or to be appropriated for that purpose.

(c) Escrow Fund. The Escrow Fund provided for in the Escrow Agreement is hereby created. In order to provide for the payment of the (a) interest on the Outstanding Series 2013B Bonds payable on December 1, 2021, (b) principal of the Outstanding Series 2013B Bonds maturing on December 1, 2021 and (c) principal amount of those Outstanding Series 2013B Bonds to be redeemed on the Redemption Date (defined below), together with accrued interest, at a redemption price equal to 100% of the principal amount redeemed, the City covenants and agrees with the Escrow Trustee and with the owners of the Outstanding Series 2013B Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The City will provide from the monies received pursuant to the Cooperative Agreement and other available monies in accordance with this Ordinance, such amount as will be sufficient to pay in full the (a) interest on the Outstanding Series 2013B Bonds payable on December 1, 2021, (b) principal of the Outstanding Series 2013B Bonds maturing on December 1, 2021 and (c) principal amount of those Outstanding Series 2013B Bonds to be redeemed on the Redemption Date, together with accrued interest, at a redemption price equal to 100% of the principal amount redeemed. The City covenants and agrees with the Escrow Trustee and with the owners of the Outstanding Series 2013B Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Ordinance, the Series 2013B Bond Legislation and the Escrow Agreement to carry out such payments so that the Outstanding Series 2013B Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for deposit in the Escrow Fund monies received pursuant to the Cooperative Agreement and other available funds which shall be held in cash, or, if and to the extent determined by the Director of Finance to be financially advantageous to the City, invested in United States Treasury Obligations ("Treasury Securities"), State and Local Government Series ("SLG Securities") or other direct obligations of, or obligations guaranteed as to both principal and interest by, the United States (direct obligations and guaranteed obligations together with the Treasury Securities and the SLG Securities, collectively, the "Securities"). For purposes of this paragraph, "direct obligations of, or obligations guaranteed as to both principal and interest by, the United States" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on (i) those obligations and (ii) other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

At the direction of the Director of Finance, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the City. Further, if the Director of Finance determines that it would be in the best interest of and financially advantageous to the City to purchase Treasury Securities for deposit into the Escrow Fund, the Director of Finance or any other officer of the City, on behalf of the City and in their official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, from the monies received pursuant to the Cooperative Agreement to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Any such moneys, and Securities (if any), in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest on the Refunded Bonds.

(d) Call for Redemption. The Outstanding Series 2013B Bonds are hereby called for redemption on the earliest practicable date as set forth in the Escrow Agreement (the "Redemption Date") at the required redemption price of the principal amount thereof, and the Director of Finance is hereby authorized and directed to cause those Outstanding Series 2013B Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 2013 Bond Legislation.

(e) Verification Report. The moneys in the Escrow Fund which shall be held in cash and Securities (if any) shall be certified by Causey Demgen & Moore P.C., an independent public accounting firm of national reputation, in a written report (the "Verification Report") to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Outstanding Series 2013B Bonds to be deemed to be not outstanding as provided for in the Series 2013B Bond Legislation.

Section 3. Use of Monies in Water Bond Service Fund and Water Bond Reserve Fund. The Director of Finance is hereby authorized and directed to instruct the Trustee to transfer sufficient monies from the Water Bond Service Fund and/or the Water Bond Reserve Fund (each maintained pursuant to the Trust Agreement) to the Escrow Trustee for immediate deposit into the Escrow Fund for the purpose of providing sufficient monies, together with those monies received pursuant to the Cooperative Agreement, for the purpose authorized in Section 2.

Section 4. Authorizations. The City Manager, the Director of Finance, the City Attorney, the Clerk of Council, and other City officials, as appropriate, each and all, are authorized and directed to sign any certificates, statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transaction described herein. Any official authorized to take action pursuant to this Section 4 shall also include any person serving in an interim or acting capacity with respect to that office. Any actions heretofore taken by the City as were necessary or appropriate to consummate the transaction described herein are hereby ratified.

Section 5. Notification to the Trustee. For informational purposes, a certified copy of this Ordinance shall be sent by the Director of Finance to the Trustee.

Section 6. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization and consummation of the transaction described herein. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Cooperative Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds received pursuant to the Cooperative Agreement, if available, and otherwise from available moneys in the General Fund.

Section 7. Municipal Advisor. The services of Bradley Payne, LLC., as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the authorization and consummation of the transaction described herein. In rendering those municipal advisory services, as an independent contractor,

that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Cooperative Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds received pursuant to the Cooperative Agreement, if available, and otherwise from available moneys in the General Fund.

Section 8. Compliance with Open Meeting Requirements. 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 9. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the inhabitants of the City, and for the further reason that the Refinancing at the earliest possible time is necessary in order to protect the health of the inhabitants of the City by providing better financial terms for the City, providing the ability to pay for additional necessary infrastructure improvements or relieving financial strains on rate payers and preserving the City's credit; therefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CERTIFICATE**

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2021-O-\_\_\_\_\_ passed by the City Council of the City of Huber Heights, on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk of Council

**EXHIBIT A**

**FORM OF COOPERATIVE AGREEMENT FOR THE  
REFINANCING OF A STATE WATER OR WASTEWATER PROJECT**

## EXHIBIT A

### COOPERATIVE AGREEMENT FOR REFINANCING OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

#### WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of existing, new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining and retaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in retaining and obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the refinancing of certain debt of the LGA identified herein, the proceeds of which were used for the construction of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

#### ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Contract Interest Rate” means the rate specified as such on the Term Sheet.

(c) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(d) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(e) “Eligible Project Costs” shall include the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and publishing the notices and legislation required; legal expenses; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures.

(f) “Loan Amount” means the amount necessary to refinance the Refunded Debt.

(g) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(h) “Project Facilities” means the facilities constructed with all or a portion of the Refunded Debt as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application.

(i) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate that was necessary for the construction and operation of the Project Facilities.

(j) "Refinancing" means the refinancing of the Refunded Debt as contemplated by this Agreement.

(k) "Refunded Debt" the debt of the LGA identified in Exhibit B.

(l) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Loan Amount at the Contract Interest Rate, all as specified in the Term Sheet.

(m) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

(n) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site are the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III – ORIGINAL ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF REFUNDED DEBT

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall have done all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA).

In connection with the construction of the Project Facilities, the LGA represents that:

(a) The construction of the Project Facilities on the Project Site was performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date of the construction thereof.

(b) All laborers and mechanics employed on the Project Facilities were paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages were determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(c) The construction of the Project Facilities, including the letting of contracts in connection therewith, conformed to applicable requirements of federal, state and local laws, ordinances, rules and regulations at such time.



(d) The LGA spent all of the proceeds of the Refunded Debt on the Eligible Project Costs.

Section 3.2. The LGA hereby represents that (a) it has operated the Project Facilities and the System, or caused them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, have been kept in good repair and good operating condition so that the Project Facilities and System continue to be operated with substantially the same efficiency as when first constructed.

Section 3.3. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or their authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.4. The LGA represents and agrees that it will not seek or obtain alternative funding for the Refinancing without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.5. OWDA shall pay the proceeds of the Loan Amount to the entity identified in the Term Sheet (e.g. the existing holder of the Refunded Debt or an escrow or paying agent) on the date as identified in the Term Sheet.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the

Default Rate, a “late charge” of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA’s rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2- 12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by

reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.3, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

#### ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and

measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

Section 5.11. The LGA shall comply with all laws, ordinances, orders, rules and regulations (including, without limitation, all environmental laws) that may be applicable to it and the Project Site, the Project Facilities and the System, if the failure to comply could have a material adverse effect on the security for this Agreement, or the LGA's ability to repay when due its obligations under this Agreement, subject to its right to contest in good faith the issue of non-compliance.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS OF THE LGA IN  
REGARD TO ENVIRONMENTAL MATTERS; EVENTS OF DEFAULT AND  
REMEDIES THEREFOR; INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached; and

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached.

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 3.1 or Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the Refinancing or the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

#### ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA

hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS



Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the

OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Reserved.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
OWDA General Counsel

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

LGA

By: \_\_\_\_\_  
LGA Legal Officer or Counsel, Huber Heights

By: \_\_\_\_\_  
It's: Authorized Rep., Huber Heights

By: \_\_\_\_\_  
It's: \_\_\_\_\_

**EXHIBIT A**

**PROJECT FACILITIES DESCRIPTION**

The installation of radio read water meters.

**EXHIBIT B**

**REFUNDED DEBT OF LGA**

\$735,000.00 – Revenue Bonds Series 2013 B

SCHEDULE I

TERM SHEET

*NOTE: The term sheet will be generated by OWDA after the loan is priced.*

AI-7912

New Business K.  
City Manager

**City Council Meeting**

**Meeting Date:** 10/25/2021

OWDA Water Revenue Bond Refinancing - Refunding Series 2014 Water Revenue Refunding Bonds

**Submitted By:** Jim Bell

**Department:** Finance **Division:** Accounting

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 10/19/2021

**Audio-Visual Needs:** None **Emergency Legislation?:** Yes

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

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**Agenda Item Description or Legislation Title**

An Ordinance Providing For The Refinancing, Defeasance And Redemption Of The City's Outstanding Water System Refunding Revenue Bonds, Series 2014 By Authorizing The Application For And Acceptance Of A Loan From The Ohio Water Development Authority In The Maximum Amount Of \$8,155,000 For The Purpose Of Refinancing Those Bonds, The Execution Of A Related Cooperative Agreement And Escrow Agreement And The Use Of Such Other Monies Of The City's Water Utility For That Purpose, And Declaring An Emergency.  
(first reading)

**Purpose and Background**

The proposed ordinance would allow for the refinancing of the remaining principal amount of \$7,835,000 of the Series 2014 Water Revenue Refunding Bonds. The bonds would be refinanced using an Ohio Water Development Authority (OWDA) Loan with an estimated interest rate of 1.2%. The average coupon of the refunded bonds is 3.2%, therefore the City will realize a total savings of \$1,040,829. The average annual debt service cash flow savings is estimated to be over 13% or \$104,000. Staff requests this ordinance be passed as an emergency so pricing and settlement of the OWDA loan can take place prior to 12/1/2021.

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**Fiscal Impact**

**Source of Funds:** Water Funds

**Cost:** N/A

**Recurring Cost? (Yes/No):** Yes

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

**Financial Implications:**

Refunding the 2014 water revenue refunding bonds would result in a reduced average annual debt payment of approximately \$104,000.

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**Attachments**

Ordinance  
Exhibit A

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE REFINANCING, DEFEASANCE AND REDEMPTION OF THE CITY'S OUTSTANDING WATER SYSTEM REFUNDING REVENUE BONDS, SERIES 2014 BY AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A LOAN FROM THE OHIO WATER DEVELOPMENT AUTHORITY IN THE MAXIMUM AMOUNT OF \$8,155,000 FOR THE PURPOSE OF REFINANCING THOSE BONDS, THE EXECUTION OF A RELATED COOPERATIVE AGREEMENT AND ESCROW AGREEMENT AND THE USE OF SUCH OTHER MONIES OF THE CITY'S WATER UTILITY FOR THAT PURPOSE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Article XVIII of the Ohio Constitution, the City now owns and operates, as a public utility, a municipal water system (the "Utility") the services of which are supplied to users within and without the corporate limits of the City; and

WHEREAS, pursuant to the Trust Agreement, dated as of September 15, 1995, as amended and supplemented by the First Supplemental Trust Agreement, dated as of October 15, 2005, as amended and supplemented by the Second Supplemental Trust Agreement, dated October 3, 2013 and as supplemented by the Third Supplemental Trust Agreement, dated October 9, 2014 (collectively, the "Trust Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), Ordinance No. 2014-O-2122 passed by this City Council on July 14, 2014 (the "Series 2014 Bond Ordinance") and a related Certificate of Award dated September 24, 2014 (together with the Trust Agreement and the Series 2014 Bond Ordinance, the "Series 2014 Bond Legislation"), bonds in the aggregate principal amount of \$8,125,000 dated October 9, 2014 (the "Series 2014 Bonds"), were issued for the purpose of paying the costs of refunding bonds previously issued for the purpose of paying the costs of improving the Utility, which Series 2014 Bonds are now outstanding in the aggregate principal amount of \$7,835,000; and

WHEREAS, this City Council finds and determines that it will be in the City's best interest to refinance, defease and redeem the outstanding Series 2014 Bonds maturing on December 1 in the years 2026 through 2030 (collectively, the "Outstanding Series 2014 Bonds"); and

WHEREAS, this City desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to refinance a portion of the Outstanding Series 2014 Bonds on the terms set forth in the Cooperative Agreement (defined below) (the "Refinancing"); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms; and

WHEREAS, this City has determined to use certain monies on deposit in the Water Bond Service Fund and/or the Water Bond Reserve Fund (each and maintained in the custody of the Trustee pursuant to the Trust Agreement) to provide the remaining monies necessary to fully defease and redeem the Outstanding Series 2014 Bonds; and

WHEREAS, this City has determined to enter into an Escrow Agreement (defined below) with The Bank of New York Mellon Trust Company, N.A. to facilitate the defeasance and redemption of the Outstanding Series 2014 Bonds.

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

Section 1. OWDA Cooperative Agreement; Loan Amount. The City hereby approves the Refinancing in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the Refinancing of a State Water or Wastewater Project" as set forth in **EXHIBIT A** attached hereto (the "Cooperative Agreement") and hereby authorizes the City Manager and the Director of Finance to execute the Cooperative Agreement with the OWDA substantially in the form set forth and attached hereto in/as **EXHIBIT A**. The loan

amount (not to exceed \$8,155,000) shall be set forth in the Cooperative Agreement and determined by the City Manager and Director of Finance as the amount necessary to effect the Refinancing.

Section 2. Escrow Trustee; Escrow Agreement; Escrow Fund; Call for Redemption; Verification Report.

(a) Escrow Trustee. To provide for the payment of the principal of and interest on the Outstanding Series 2014 Bonds, The Bank of New York Mellon Trust Company, N.A. is hereby designated to act as the Escrow Trustee.

(b) Escrow Agreement. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Escrow Agreement between the City and the Escrow Trustee, in substantially the form as is now on file with the Clerk of Council. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement from such monies as are lawfully available and appropriated or to be appropriated for that purpose.

(c) Escrow Fund. The Escrow Fund provided for in the Escrow Agreement is hereby created. In order to provide for the payment of the (a) interest on the Outstanding Series 2014 Bonds payable on December 1, 2021, (b) principal of the Outstanding Series 2014 Bonds subject to mandatory sinking fund redemption on December 1, 2021 and (c) principal amount of those Outstanding Series 2014 Bonds to be redeemed on the Redemption Date (defined below), together with accrued interest, at a redemption price equal to 100% of the principal amount redeemed, the City covenants and agrees with the Escrow Trustee and with the owners of the Outstanding Series 2014 Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The City will provide from the monies received pursuant to the Cooperative Agreement and other available monies in accordance with this Ordinance, such amount as will be sufficient to pay in full the (a) interest on the Outstanding Series 2014 Bonds payable on December 1, 2021, (b) principal of the Outstanding Series 2014 Bonds subject to mandatory sinking fund redemption on December 1, 2021 and (c) principal amount of those Outstanding Series 2014 Bonds to be redeemed on the Redemption Date, together with accrued interest, at a redemption price equal to 100% of the principal amount redeemed. The City covenants and agrees with the Escrow Trustee and with the owners of the Outstanding Series 2014 Bonds that the City will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Ordinance, the Series 2014 Bond Legislation and the Escrow Agreement to carry out such payments so that the Outstanding Series 2014 Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for deposit in the Escrow Fund monies received pursuant to the Cooperative Agreement and other available funds which shall be held in cash, or, if and to the extent determined by the Director of Finance to be financially advantageous to the City, invested in United States Treasury Obligations ("Treasury Securities"), State and Local Government Series ("SLG Securities") or other direct obligations of, or obligations guaranteed as to both principal and interest by, the United States (direct obligations and guaranteed obligations together with the Treasury Securities and the SLG Securities, collectively, the "Securities"). For purposes of this paragraph, "direct obligations of, or obligations guaranteed as to both principal and interest by, the United States" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on (i) those obligations and (ii) other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

At the direction of the Director of Finance, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the City. Further, if the Director of Finance determines that it would be in the best interest of and financially advantageous to the City to purchase Treasury Securities for deposit into the Escrow Fund, the Director of Finance or any other officer of the City, on behalf of the City and in their official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery



of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, from the monies received pursuant to the Cooperative Agreement to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Any such moneys, and Securities (if any), in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest on the Refunded Bonds.

(d) Call for Redemption. The Outstanding Series 2014 Bonds are hereby called for redemption on the earliest practicable date as set forth in the Escrow Agreement (the "Redemption Date") at the required redemption price of the principal amount thereof, and the Director of Finance is hereby authorized and directed to cause those Outstanding Series 2014 Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 2013 Bond Legislation.

(e) Verification Report. The moneys in the Escrow Fund which shall be held in cash and Securities (if any) shall be certified by Causey Demgen & Moore P.C., an independent public accounting firm of national reputation, in a written report (the "Verification Report") to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Outstanding Series 2014 Bonds to be deemed to be not outstanding as provided for in the Series 2014 Bond Legislation.

Section 3. Use of Monies in Water Bond Service Fund and Water Bond Reserve Fund. The Director of Finance is hereby authorized and directed to instruct the Trustee to transfer sufficient monies from the Water Bond Service Fund and/or the Water Bond Reserve Fund (each maintained pursuant to the Trust Agreement) to the Escrow Trustee for immediate deposit into the Escrow Fund for the purpose of providing sufficient monies, together with those monies received pursuant to the Cooperative Agreement, for the purpose authorized in Section 2.

Section 4. Authorizations. The City Manager, the Director of Finance, the City Attorney, the Clerk of Council, and other City officials, as appropriate, each and all, are authorized and directed to sign any certificates, statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transaction described herein. Any official authorized to take action pursuant to this Section 4 shall also include any person serving in an interim or acting capacity with respect to that office. Any actions heretofore taken by the City as were necessary or appropriate to consummate the transaction described herein are hereby ratified.

Section 5. Notification to the Trustee. For informational purposes, a certified copy of this Ordinance shall be sent by the Director of Finance to the Trustee.

Section 6. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization and consummation of the transaction described herein. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Cooperative Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds received pursuant to the Cooperative Agreement, if available, and otherwise from available moneys in the General Fund.

Section 7. Municipal Advisor. The services of Bradley Payne, LLC., as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the authorization and consummation of the transaction described herein. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Cooperative Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds received pursuant to the Cooperative Agreement, if available, and otherwise from available moneys in the General Fund.

Section 8. Compliance with Open Meeting Requirements. 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 9. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the inhabitants of the City, and for the further reason that the Refinancing at the earliest possible time is necessary in order to protect the health of the inhabitants of the City by providing better financial terms for the City, providing the ability to pay for additional necessary infrastructure improvements or relieving financial strains on rate payers and preserving the City's credit; therefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021;  
 \_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
 Clerk of Council

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**CERTIFICATE**

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2021-O-\_\_\_\_\_ passed by the City Council of the City of Huber Heights, on \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Clerk of Council

**EXHIBIT A**

**FORM OF COOPERATIVE AGREEMENT FOR THE  
REFINANCING OF A STATE WATER OR WASTEWATER PROJECT**

## EXHIBIT A

### COOPERATIVE AGREEMENT FOR REFINANCING OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

#### WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of existing, new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining and retaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in retaining and obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the refinancing of certain debt of the LGA identified herein, the proceeds of which were used for the construction of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

#### ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(c) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(d) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(e) "Eligible Project Costs" shall include the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and publishing the notices and legislation required; legal expenses; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures.

(f) "Loan Amount" means the amount necessary to refinance the Refunded Debt.

(g) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(h) "Project Facilities" means the facilities constructed with all or a portion of the Refunded Debt as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application.

(i) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate that was necessary for the construction and operation of the Project Facilities.

(j) "Refinancing" means the refinancing of the Refunded Debt as contemplated by this Agreement.

(k) "Refunded Debt" the debt of the LGA identified in Exhibit B.

(l) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Loan Amount at the Contract Interest Rate, all as specified in the Term Sheet.

(m) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

(n) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site are the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III – ORIGINAL ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF REFUNDED DEBT

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall have done all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA).

In connection with the construction of the Project Facilities, the LGA represents that:

(a) The construction of the Project Facilities on the Project Site was performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date of the construction thereof.

(b) All laborers and mechanics employed on the Project Facilities were paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages were determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(c) The construction of the Project Facilities, including the letting of contracts in connection therewith, conformed to applicable requirements of federal, state and local laws, ordinances, rules and regulations at such time.

(d) The LGA (i) spent all of the proceeds of the Refunded Debt on the Eligible Project Costs, (ii) committed to spend, or actually spent, at least 5% of the proceeds of the Refunded Debt within six months after the issuance date of the Refunded Debt, and (iii) spent at least 85% of the sale proceeds of the Refunded Debt within three years after the issuance date of the Refunded Debt.

Section 3.2. The LGA hereby represents that (a) it has operated the Project Facilities and the System, or caused them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, have been kept in good repair and good operating condition so that the Project Facilities and System continue to be operated with substantially the same efficiency as when first constructed.

Section 3.3. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or their authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.4. The LGA represents and agrees that it will not seek or obtain alternative funding for the Refinancing without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.5. OWDA shall pay the proceeds of the Loan Amount to the entity identified in the Term Sheet (e.g. the existing holder of the Refunded Debt or an escrow or paying agent) on the date as identified in the Term Sheet.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until

payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 ("Rule 15c2- 12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as



defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.3, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

#### ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and

the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts,

together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

Section 5.11. The LGA shall comply with all laws, ordinances, orders, rules and regulations (including, without limitation, all environmental laws) that may be applicable to it and the Project Site, the Project Facilities and the System, if the failure to comply could have a material adverse effect on the security for this Agreement, or the LGA's ability to repay when due its obligations under this Agreement, subject to its right to contest in good faith the issue of non-compliance.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS OF THE LGA IN  
REGARD TO ENVIRONMENTAL MATTERS; EVENTS OF DEFAULT AND  
REMEDIES THEREFOR; INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached; and

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached.

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 3.1 or Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or

remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the Refinancing or the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

#### ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the

OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
OWDA General Counsel

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

LGA

By: \_\_\_\_\_  
LGA Legal Officer or Counsel, Huber Heights

By: \_\_\_\_\_  
It's: Authorized Rep., Huber Heights

By: \_\_\_\_\_  
It's: \_\_\_\_\_



## **EXHIBIT A**

### **PROJECT FACILITIES DESCRIPTION**

The construction of WTP improvements and the acquisition of two public water systems.

**EXHIBIT B**

REFUNDED DEBT OF LGA

\$7,835,000.00 – Revenue Bonds Series 2014

SCHEDULE I

TERM SHEET

*NOTE: The term sheet will be generated by OWDA after the loan is priced.*

AI-7923

New Business L.  
City Manager

**City Council Meeting**

**Meeting Date:** 10/25/2021

Kroger Aquatic Center Purchases

**Submitted By:** Scott Falkowski

**Department:** City Manager

**Council Committee Review?:** Council **Date(s) of Committee Review:** 10/19/2021  
Work  
Session

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

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

**Agenda Item Description or Legislation Title**

A Resolution Authorizing The City Manager To Enter Into Contracts For Maintenance Items At The Kroger Aquatic Center And Waiving The Formal Bidding Requirements.  
(first reading)

**Purpose and Background**

As part of annual maintenance and the asset audit of the Kroger Aquatic Center, several items are in need of improvements. Those items include painting of some of the pools and structures, slide refinishing, tower painting and pump maintenance.

The pump maintenance with OTP Industrial Solutions is \$30,200.07.  
Painting of the Activity Pool with Lake Pool Painting is \$31,416.00.  
Water Slide Resurfacing and Tower with Baynum Painting Inc. is \$94,856.00.

**Fiscal Impact**

**Source of Funds:** Parks and Recreation Fund

**Cost:** \$156,472

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

**Attachments**

Quotes  
Resolution

## Lake Pool Painting

Lebanon Ohio 45036  
(513) 836-7034

**Submitted To:** Att:Rodney Y at The Heights

**Date:** 7/30/21

**Address:** 7251 Shull Rd. Dayton Oh

**City, State,**

**Zip:**

Description and specifications below are submitted for addresses:  
same as above Phone# (937)608-78382

**Scope of Work:** Cleaning and Painting of Concrete Bottom of Acivity pool

**Prep:** Empty Pool

1. Hi-pressure wash
2. Wash with Muradic Acid
3. Wash with T.S.P. Solution
4. Remove Caulk & recaulk where necessary

**Painting:** 1. Prime concrete bottom with Gunzite Primer  
2. Apply 1 coat Zeron White Epoxy Pool Coating to concrete bottom

Lake Pool Painting hereby proposes to furnish Material and Labor complete in accordance with the above specifications, for the sum of: **\$ 31,416.00**

**Payment to be made as follows:**

**50% Start: \$ 15,708.00**  
**\$15,708.00**

**Remaining Due Upon Completion:**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. This proposal will be considered void after 30 days after proposal date if not accepted by then. Lake Pool Painting will not be responsible for insects, leaves, leaf stains, grass clippings, or other foreign objects that may get on your pool coating during and after application or any paint failure due to poor adhesion of previous coatings. Lake Pool Painting does not assume or imply responsibility for damage that may occur from ground conditions such as water table, ect. and conditions beyond our control. Customer will be fully responsible for. In addition Lake Pool Painting assumes or implies NO RESPONSIBILITY for conditions of structure, coping, interior surface tile, relating recirculating lines, and/or interior surface of pool. This contract contains the agreement and shall become effective when acceptance by you, with the definite understanding that there are no verbal agreements or understandings changing or modifying this agreement as written.

Heather Lake

Signature

**Acceptance of Proposal**-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

8/25/21  
Rodney Y

Customer Signature

Date of Acceptance

**Lake Pool Painting**

Lebanon Ohio 45036  
(513) 836-7034

**Submitted To:** Att:Rodney Y at The Heights

**Date:** 7/30/21

**Address:** 7251 Shull Rd. Dayton Oh

**City, State,**

**Zip:**

Description and specifications below are submitted for addresses:  
same as above Phone# (937)608-78382

**Scope of Work: Cleaning and Painting of Acivity pool structure and 4inch Red line on floor 3feet around structure**

- 1. Hi-pressure wash
- 2. Wash with Muradic Acid
- 3. Wash with T.S.P. Solution

**Painting:** 1. Prime. Steel structure with 2 part epoxy primer  
2. Repaint same colors as exciting with 2 part epoxy

Lake Pool Painting hereby proposes to furnish Material and Labor complete in accordance with the above specifications, for the sum of \$4,860.00

**Payment to be made as follows:**

**50% Start: \$ 2,430.00**  
**\$2,430.00**

**Remaining Due Upon Completion:**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will become and extra charge over and above the estimate. This proposal will be considered void after 30 days after proposal date if not accepted by then. Lake Pool Painting will not be responsible for insects, leaves, leaf stains, grass clippings, or other foreign objects that may get on your pool coating during and after application or any paint failure due to poor adhesion of previous coatings. Lake Pool Painting does not assume or imply responsibility for damage that may occur from ground conditions such as water table, ect. and conditions beyond our control. Customer will be fully responsible for. In addition Lake Pool Painting assumes or implies NO RESPONSIBILITY for conditions of structure, coping, interior surface tile, relating recirculating lines, and/or interior surface of pool. This contract contains the agreement and shall become effective when acceptance by you, with the definite understanding that there are no verbal agreements or understandings changing or modifying this agreement as written.

Heather Lake

Signature

**Acceptance of Proposal**-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Rodney Y  
8/25/21

Customer Signature  
Date of Acceptance



Specializing in Amusement Park Structural Painting

942 Saratoga Street  
Newport, KY 41071

C 570-274-4287  
O 859-491-9800  
melissa@baynumpainting.com

[www.baynumpainting.com](http://www.baynumpainting.com)

September 10, 2021

Proposal: 1908A

Kroger Aquatic Center At The Heights

**Attn: Rodney King**

8625 Brant Pike  
Dayton, OH 45424

**Project: Speed Slide, Body Slide and Structural Steel**

Hello Rodney,

We hereby propose to complete the painting, at the above referenced project, according to the following specifications.

- ▶ High-pressure water clean up to 5,000 p.s.i. using biodegradable degreasing agent and steam/hot water blast where necessary, in order to remove any grease, oil, loose paint, dirt and oxidation as per SSPC-SP1 Standard.
- ▶ Prepare joints and crevices as needed to create profile for proper adhesion of caulk.
- ▶ Hand prepare necessary areas by hand scraping, sanding and wire brush as per NACE SSPC-SP2 Standard.
- ▶ Power tool prepare all rusted surfaces with dual action sanders, grinders and wire wheel as per NACE SSPC-SP3 Standard.
- ▶ Make necessary repairs to any damaged areas on fiberglass prior to applying new coat.
- ▶ Caulk slide joints as needed using Sikaflex White Urethane Adhesive/Seal.
- ▶ Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes and welds, including fasteners with (1) coat of **Sherwin-Williams Macropoxy 646**.
- ▶ Finish paint slide exterior and structural steel with (1) coat of **Sherwin-Williams Sherloxane 800**.
- ▶ Resurface interior of open areas of slide with **Ashland Gel Coat** to recommended 20-25 mils DFT.

- ▶ Bid estimated as using existing color scheme with coating to be applied by brush and roll application only.
  - ▶ Bid estimated as using existing color scheme with coating to be applied by spray application (gelcoat only).
  - ▶ Cost excludes removal of multiple layers of existing products.
  - ▶ Cost excludes, where necessary, removal and replacement of ride signs, canopies, awnings, safety netting, fencing, light fixtures and bulbs.
  - ▶ Cost excludes clearing of vegetation that hinders access to the structure or work area.
  - ▶ Cost excludes any expense related to lead paint such as testing, environmental monitoring, paint chip disposal, water containment, etc.
  - ▶ Weather permitting; project to be completed in approximately (TBD) when the ride is out of operation. We will utilize a 7-day work week allowing us to make up for lost days due to inclement weather with “No Premium Charges” regardless of which days we are able to work.
- 

All work will be done in a professional manner.

All employees of Baynum Painting Inc. are properly covered by Liability and Workmen's Compensation Insurance against any damage or injury on property during the contract period.

Any and all problems, additional work or questions are to be discussed with the painting supervisor.

Damage and/or stressed areas will be noted and brought to the attention of job supervisor and owners.

Baynum Painting will be responsible for protecting all areas and surfaces not to be painted by taping and covering as needed.

Cost includes all labor, liabilities and equipment. (Scaffolds, pressure cleaners, safety equipment, etc.)

### **Safety**

Baynum Painting's Safety Program is specifically designed for the Amusement Park Industry and has resulted in an excellent Safety Record.

All employees are trained in accordance with all O.S.H.A. and Hazcom Safety Rules and Regulations.



**Warranty & Service Guarantee**

Baynum Painting hereby agrees to adhere to the following standard practices and procedures on this project in order to maximize coating performance and to ensure satisfactory results:

- Conduct existing surface condition assessment in order to define best approach (Standards defined in ASTM Designation D5065-95)
- Perform coating compatibility tests to ensure maximum adhesion and visual performance (Standards defined in ASTM Designation D5064-95)
- Monitor and document all phases of service for duration of project by a NACE Level 3 Coatings Inspector
- Adhere to all standards adopted by the PDCA governing coating contractors

Baynum Painting warrants its workmanship on this project for a period of 1 year (*excluding rust bleed from joints, fasteners and crevasses (steel on steel) that we are unable to access*).

**Total Cost Labor, Material & Equipment:**

**Speed Slide:** ----- **\$14,180.00**

- Includes interior gelcoat and exterior paint.

**Body Slide:** ----- **\$49,720.00**

- Includes interior gelcoat and exterior paint.

**Slide Tower & Structural Steel:** ----- **\$37,010.00**

***Discount offered if all projects are awarded and completed in one mobilization:*** ----- ***- \$6,054.00***

**TOTAL: \$94,856.00**

SIGNATURE: \_\_\_\_\_  DATE: 09/10/2021  
 Melissa Timco Bamford

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 MTB/kg

To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R6FL-16027
	0030009408

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 2,609.00  
 Delivery: 3-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found motor megged bad and bearings worn, shaft bent (TIR) 010. The mechanical seal shows normal wear requiring replacement. The shaft sleeve was worn. Impeller bolt was worn. All orings will require replacement as standard wear items.



Incoming unit



Mech Seal Worn

## Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Motor
- Replace Mechanical Seal
- Replace Shaft Sleeve
- Replace Orings
- Replace Misc hardware
- Assemble
- Return to Customer

## Inspection Fee:

OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

OTP may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

Please contact me at your earliest convenience so that we may get this unit repaired and returned to you. Thank you for the opportunity to earn your repair business. We await your approval.

Sincerely,

*Chuck Geisler*

Chuck Geisler  
OTP Middletown Service Center  
[chuck.geisler@otpnet.com](mailto:chuck.geisler@otpnet.com)

Note: Any freight charges incurred will be prepaid and added to the invoice upon fulfillment of the purchase order or return of this unit. This quotation is valid for 30 days and subject to OTP Terms and Conditions (available upon request). If no

Page 2 of 3

**Park 63 400 Wright Drive, Middletown, Ohio 45044 (513) 539-8411 FAX (513) 539-8416**

Locations: Columbus, Cleveland, Middletown, Toledo, OH; Charleston, Ona., WV; Calvert City, Lexington, Louisville, KY;  
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Grand Rapids, Detroit, MI; Tupelo, MS; Pittsburgh, PA San Antonio, TX

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correspondence is received from you within 60 days of this proposal or you decide not to proceed the equipment will be scrapped after 90 days.

**Page 3 of 3**

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Grand Rapids, Detroit, MI; Tupelo, MS; Pittsburgh, PA San Antonio, TX

To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R3FW4X12
	0030009933

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 761.00  
 Delivery: 3-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found motor megged good and spun freely. The mechanical seal shows normal wear requiring replacement. Impeller bolt was worn. All orings will require replacement as standard wear items.



Incoming unit



Mech Seal Worn

## Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Mechanical Seal
- Replace Orings
- Replace Misc hardware
- Assemble
- Return to Customer

## Inspection Fee:

OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

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**Page 2 of 3**

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To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R3FM-13008
	0030009405

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 946.00  
Delivery: 3-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found motor megged good but bearings worn. The mechanical seal shows normal wear requiring replacement. The shaft sleeve was worn. Impeller bolt was worn. All orings will require replacement as standard wear items.



Incoming unit



Mech Seal Worn



## Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Bearings
- Replace Mechanical Seal
- Replace Shaft Sleeve
- Replace Orings
- Replace Misc hardware
- Assemble
- Return to Customer

## Inspection Fee:

OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

OTP may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

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Grand Rapids, Detroit, MI; Tupelo, MS; Pittsburgh, PA San Antonio, TX

To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R4FM-14014
	0030009404

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 768.00  
Delivery: 3-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found motor megged good and spun freely. The mechanical seal shows normal wear requiring replacement. Impeller bolt was worn. All orings will require replacement as standard wear items.



Incoming unit



Mech Seal Worn

## Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Mechanical Seal
- Replace Orings
- Replace Misc hardware
- Assemble
- Return to Customer

## Inspection Fee:

OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

OTP may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

Please contact me at your earliest convenience so that we may get this unit repaired and returned to you. Thank you for the opportunity to earn your repair business. We await your approval.

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Grand Rapids, Detroit, MI; Tupelo, MS; Pittsburgh, PA San Antonio, TX

To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	RL8FH/8X8X12
	0030009528

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: Uneconomical to Repair  
Delivery:

New Unit: \$ 11,552.00 (Includes Casing)  
Delivery: 6-8 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found impeller worn requiring replacement. The mechanical seal shows normal wear requiring replacement. The shaft sleeve was worn. Impeller bolt was worn. The motor bracket was damaged. The motor megged bad and bearings worn in motor. All orings will require replacement as standard wear items. Due to cost of parts and labor OTP recommends a new unit



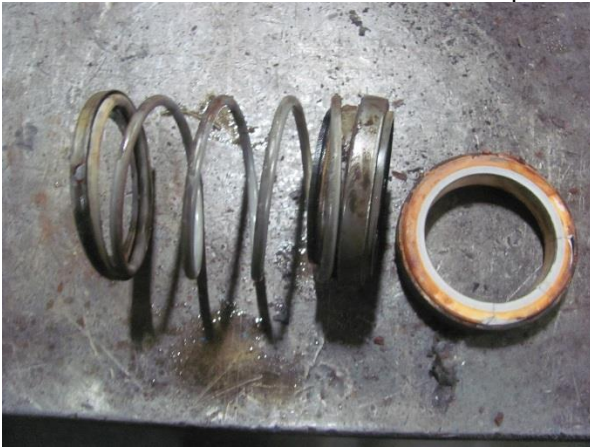
Incoming unit



Bracket Damaged



Impeller Worn



Mech Seal Worn



Shaft Sleeve Worn

Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Supply New Unit
- Return to Customer

Inspection Fee:

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OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

OTP may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

Please contact me at your earliest convenience so that we may get this unit repaired and returned to you. Thank you for the opportunity to earn your repair business. We await your approval.

Sincerely,

*Chuck Geisler*

Chuck Geisler  
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[chuck.geisler@otpnet.com](mailto:chuck.geisler@otpnet.com)

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To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R6FM-16010
	003009407

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 822.00  
 Delivery: 2-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found slight wear on impeller. The mechanical seal shows normal wear requiring replacement. Impeller bolt was worn.



Incoming unit



Mech Seal Worn

**Scope of Supply**

- Tear Down Unit
- Clean Unit as Required
- Replace Mechanical Seal
- Replace Orings
- Replace Gaskets
- Replace Misc. Hardware
- Assemble to Specification

**Inspection Fee:**

OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

OTP may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

Please contact me at your earliest convenience so that we may get this unit repaired and returned to you. Thank you for the opportunity to earn your repair business. We await your approval.

Sincerely,

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Chuck Geisler  
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[chuck.geisler@otpnet.com](mailto:chuck.geisler@otpnet.com)

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To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

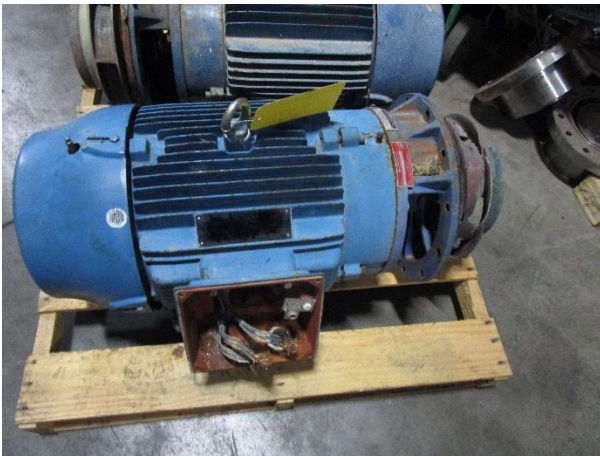
Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	RL8FH-18008
	0030009527

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 3,694.00  
Delivery: 3-4 Weeks after receipt of order

**Inspection Analysis:**

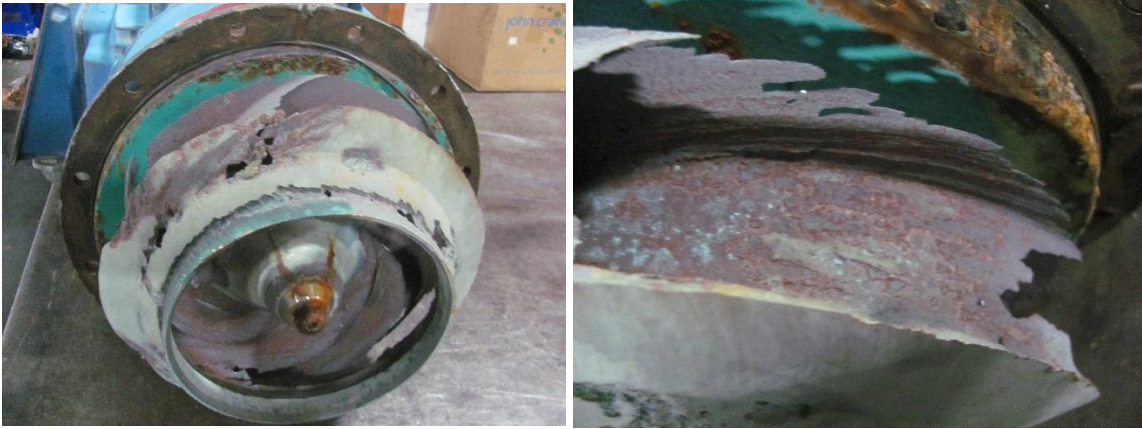
Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found motor megged good and motor spun freely. The mechanical seal shows normal wear requiring replacement. The impeller was worn requiring replacement. Impeller bolt was worn. All orings will require replacement as standard wear items.



Incoming unit



Mech Seal Worn



Impeller Worn

#### Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Mechanical Seal
- Replace Impeller
- Replace Bearings
- Replace Orings
- Replace Misc hardware
- Assemble
- Return to Customer

Inspection Fee:

**Page 2 of 3**

**Park 63 400 Wright Drive, Middletown, Ohio 45044 (513) 539-8411 FAX (513) 539-8416**

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Please contact me at your earliest convenience so that we may get this unit repaired and returned to you. Thank you for the opportunity to earn your repair business. We await your approval.

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To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R6FL-16027
	003009410

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 2,125.00  
Delivery: 2-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found impeller worn requiring replacement. The mechanical seal shows normal wear requiring replacement. The shaft sleeve was worn. Impeller bolt was worn. All orings will require replacement as standard wear items



Incoming unit



Impeller Worn



Mech Seal Worn



Shaft Sleeve Worn

#### Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Impeller
- Replace Shaft Sleeve
- Replace Mechanical Seal
- Replace Orings
- Replace Gaskets
- Replace Misc. Hardware
- Assemble to Specification

#### Inspection Fee:

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To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R4FM-14014
	0030009382

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 1,956.00  
Delivery: 3-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found motor megged good and spun freely. The mechanical seal shows normal wear requiring replacement. The shaft sleeve was worn Impeller was worn. Impeller bolt was worn. All orings will require replacement as standard wear items.



Incoming unit



Mech Seal Worn



Impeller Worn

Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Impeller
- Replace Mechanical Seal
- Replace Shaft Sleeve
- Replace Orings
- Replace Misc hardware
- Assemble
- Return to Customer

Inspection Fee:

Page 2 of 3

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To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Griswold
Model / Size:	R4FM-14014
	0030009405

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

Repair Price: \$ 926.00  
 Delivery: 3-4 Weeks after receipt of order

**Inspection Analysis:**

Upon receipt of above pump, OTP disassembled, cleaned and inspected unit. Inspection found motor megged good but bearings worn. The mechanical seal shows normal wear requiring replacement. The shaft sleeve was worn. Impeller bolt was worn. All orings will require replacement as standard wear items.



Incoming unit



Mech Seal Worn

## Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Replace Mechanical Seal
- Replace Shaft Sleeve
- Replace Bearings
- Replace Orings
- Replace Misc hardware
- Assemble
- Return to Customer

## Inspection Fee:

OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

OTP may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

Please contact me at your earliest convenience so that we may get this unit repaired and returned to you. Thank you for the opportunity to earn your repair business. We await your approval.

Sincerely,

*Chuck Geisler*

Chuck Geisler  
OTP Middletown Service Center  
[chuck.geisler@otpnet.com](mailto:chuck.geisler@otpnet.com)

Note: Any freight charges incurred will be prepaid and added to the invoice upon fulfillment of the purchase order or return of this unit. This quotation is valid for 30 days and subject to OTP Terms and Conditions (available upon request). If no

Page 2 of 3

**Park 63 400 Wright Drive, Middletown, Ohio 45044 (513) 539-8411 FAX (513) 539-8416**

Locations: Columbus, Cleveland, Middletown, Toledo, OH; Charleston, Ona., WV; Calvert City, Lexington, Louisville, KY;  
St. Louis, MO; Evansville, Indianapolis, Terre Haute, Fort Wayne, IN; Decatur, IL;  
Grand Rapids, Detroit, MI; Tupelo, MS; Pittsburgh, PA San Antonio, TX

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correspondence is received from you within 60 days of this proposal or you decide not to proceed the equipment will be scrapped after 90 days.

**Page 3 of 3**

**Park 63 400 Wright Drive, Middletown, Ohio 45044 (513) 539-8411 FAX (513) 539-8416**

Locations: Columbus, Cleveland, Middletown, Toledo, OH; Charleston, Ona,, WV; Calvert City, Lexington, Louisville, KY;  
St. Louis, MO; Evansville, Indianapolis, Terre Haute, Fort Wayne, IN; Decatur, IL;  
Grand Rapids, Detroit, MI; Tupelo, MS; Pittsburgh, PA San Antonio, TX

To: Huber Heights  
YMCA

Date: November 19, 2020

Proposal: rking@daytonymca.org

cc: Garry Hayden

Reference:	Purchase Order No.
Manufacturer:	Hayward
Model / Size:	SP3025EEAZ

Thank you for the opportunity to quote your repair needs. OTP is pleased to provide the following quotation for your approval.

New Unit: \$ 1,048.00 EACH  
Delivery: 3-4 Weeks after receipt of order

#### Scope of Supply

- Tear Down Unit
- Clean Unit as Required
- Supply New Unit
- Return to Customer

#### Inspection Fee:

OTP will waive this fee upon receipt of purchase order to repair or supply new unit. Unit will be returned disassembled if unit is requested to be returned.

Page 1 of 2

**Park 63 400 Wright Drive, Middletown, Ohio 45044 (513) 539-8411 FAX (513) 539-8416**

Locations: Columbus, Cleveland, Middletown, Toledo, OH; Charleston, Ona,, WV; Calvert City, Lexington, Louisville, KY;  
St. Louis, MO; Evansville, Indianapolis, Terre Haute, Fort Wayne, IN; Decatur, IL;  
Grand Rapids, Detroit, MI; Tupelo, MS; Pittsburgh, PA San Antonio, TX

OTP may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

Please contact me at your earliest convenience so that we may get this unit repaired and returned to you. Thank you for the opportunity to earn your repair business. We await your approval.

Sincerely,

*Chuck Geisler*

Chuck Geisler  
OTP Middletown Service Center  
[chuck.geisler@otpnet.com](mailto:chuck.geisler@otpnet.com)

Note: Any freight charges incurred will be prepaid and added to the invoice upon fulfillment of the purchase order or return of this unit. This quotation is valid for 30 days and subject to OTP Terms and Conditions (available upon request). If no correspondence is received from you within 60 days of this proposal or you decide not to proceed the equipment will be scrapped after 90 days.



CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR MAINTENANCE ITEMS AT THE KROGER AQUATIC CENTER AND WAIVING THE FORMAL BIDDING REQUIREMENTS.

WHEREAS, the Kroger Aquatic Center is in need of maintenance; and

WHEREAS, the cost of the projects will be in excess of \$25,000; and

WHEREAS, the YMCA received quotes for said work; and

WHEREAS, City Council may waive the competitive bidding procedures whenever it deems to be in the best interest of the City to do so as defined in Section 171.12 of the Codified Ordinances of Huber Heights.

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

Section 1. The City Manager is hereby authorized to contract with OTP Industrial Solutions for pump maintenance and costs for services previously incurred in an amount not to exceed \$30,201.00.

Section 2. The City Manager is hereby authorized to contract with Laker Pool Painting for pool and fixture painting in an amount not to exceed \$32,000.00.

Section 3. The City Manager is hereby authorized to contract with Baynum Painting, Inc. for water slide resurfacing and tower painting in an amount not to exceed \$94,856.00.

Section 4. Consistent with the provisions of the City Charter and the Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

Section 5. 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 6. 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 \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-7924

**New Business M.  
City Manager**

**City Council Meeting**

**Meeting Date:** 10/25/2021

Girls Softball Association - Field Leases

**Submitted By:** Scott Falkowski

**Department:** City Manager

**Council Committee Review?:** Council **Date(s) of Committee Review:** 10/19/2021  
Work  
Session

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

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

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**Agenda Item Description or Legislation Title**

A Resolution Authorizing The City Manager To Enter Into A Lease Agreement With The Huber Heights Girls Softball Association For The Use Of Sports Fields At Thomas Cloud Park And Monita Field Park. (first reading)

**Purpose and Background**

The Huber Heights Girls Softball Association has leased fields at Thomas Cloud Park for many years and has provided maintenance to said fields and is interested in a long term lease.

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**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 - Part 1

Exhibit A - Part 2

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE HUBER HEIGHTS GIRLS SOFTBALL ASSOCIATION FOR THE USE OF SPORTS FIELDS AT THOMAS CLOUD PARK AND MONITA FIELD PARK.

WHEREAS, the Huber Heights Girls Softball Association has leased fields at Thomas Cloud Park for many years and has provided maintenance to said fields; and

WHEREAS, the Huber Heights Girls Softball Association is interested in a long-term lease; and

WHEREAS, both the City and the Huber Heights Girls Softball Association believe that the City would continue to benefit from having the Huber Heights Girls Softball Association located at Thomas Cloud Park and Monita Field Park.

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

Section 1. The City Manager is hereby authorized to enter into a lease agreement attached hereto substantially as Exhibit A with the Huber Heights Girls Softball Association for lease of fields at Thomas Cloud Park and Monita Field Park.

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 \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### Field Lease Agreement (Cloud)

This lease agreement is made and entered into this \_\_\_\_ day of **October** by and between the City of Huber Heights and Huber Heights Girls Softball Association concerning the maintenance, operation, and lease of Tom Cloud Park Baseball/Softball fields #2,3,4,5,6,7,8,9,10.

WHEREAS the City owns certain real property in Montgomery County, Ohio locally known as Thomas Cloud Park and located at: (4707 Brandt Pk, Huber Heights, Ohio) upon which the city has baseball/softball fields and related improvements (“Premises”);

WHEREAS Huber Heights Girls Softball Association desires to lease the Premises from the city and agree to operate and maintain the same;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Lease and Term.** The City agrees to lease the Premises to Huber Heights Girls Softball Association, as joint and several tenants, for a 5 year period from January 1, 2022 to December 31, 2026. This agreement will renew annually thereafter, unless terminated pursuant to this agreement.
2. **Cost.** Huber Heights Girls Softball Association agrees to pay the City the sum of \$200 per field requested for each year of this contract, which amount shall be payable on May 1<sup>st</sup> for spring season and July 1<sup>st</sup> for fall season of each year. Payments not received by due date stated above are subject to lockout of facilities until fees are paid.
3. **Co-principals.** Huber Heights Girls Softball Association agree to serve as co-principals for this contract, and will be joint and severally liable for the same. As co-principals, Huber Heights Girls Softball Association will be responsible for the preparation and on-going maintenance of the baseball/softball diamonds and fields at Tom Cloud Park.
4. **Use.** The Tenants shall have the right to use and operate the Premises for any baseball/softball or non-baseball/softball event that they sponsor, provided that they operate the Premises in a sound and professional manner. Tenants may not use the Premises or permit any other person or entity to use the Premises, for any improper, immoral, or unlawful purpose, for a use or purpose inconsistent with applicable zoning, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the Premises. The Premises shall be a public facility, and the seating, parking, concession stands, restroom facilities and other specified areas thereof shall be open to the public, subject to reasonable restrictions. Park users must adhere to all applicable City of Huber Heights Codified Ordinances, State and Federal laws. (see last page of application)
5. **Contact.** Annually, a member of the City, Huber Heights Girls Softball Association staff will be identified as the point of contact for facility issues.

6. **Maintenance.** Huber Heights Girls Softball Association shall be responsible for all maintenance and preparation of the baseball/softball diamonds and associated facilities including: dugouts, backstop, bleachers, concession stand, and all storage facilities during their respective seasons, except for capital maintenance and improvements which is the responsibility of the City. Each entity will be responsible for all expenses during their seasons including field marking material, paint for outfield lines, repair clay for mound and plate areas and any other miscellaneous items used for everyday care of the fields. Members of the Huber Heights Girls Softball Association staff will each identify an individual who will be responsible for the day-to-day and long-term maintenance of the field playing surface and surrounding facility at Thomas Cloud Park during each respective season. That individual will be responsible for the supervision of staff to perform and necessary work. If the Tenants fail to maintain the Premises as herein requires, the City shall have the right to do so, at the Tenants expense, and Tenants agree to reimburse the City for the costs to do so.
7. **Admissions and Concessions.** Except as otherwise set forth herein, Tenants shall be allowed to sell concessions on the Premises during their respective seasons, and to retain all revenues therefrom. Tenants shall supply, at their own expense, all equipment, fixtures, supplies, and staff or other persons required or necessary to sell concessions on the Premises. Tenants are also required to have a staff member with a level 1 Food Safety Certification on file with the City.
8. **Insurance.** Huber Heights Girls Softball Association agree to carry all necessary and appropriate property and liability insurance for the Premises, at their sole expense. Certificates of insurance will be exchanged as necessary.
9. **Scheduling.** The scheduling of Tom Cloud Fields will be done by the Boards and Committees of Huber Heights Girls Softball Association. A copy of the schedule will be provided to the City. Schedule requests will be reviewed and approved by the Parks Manager.
10. **Programs.** The Baseball/Softball programs and associated booster programs will continue to operate as they have in the past with independent schedules, budgets, and goals.
11. **Advertisement.** Temporary (banners) outfield and sideline fence advertising may be instituted with the City's permission. Any advertising revenues generated by advertising will be used for the sole purpose of the maintenance and continued renovation of Thomas Cloud Park Baseball/Softball Fields.
12. **Restoration.** A plan for any additional restoration and upgrading of Tom Cloud Park Fields will be submitted to the City for approval prior to any work being done.
13. **Termination and Amendment.** This agreement may be terminated at any time upon mutual agreement of all parties, or annually upon notice by one party prior to December 1<sup>st</sup>. It may be amended at any time during this period by mutual consent of the parties involved. Review of this contract and its contents shall be conducted at the request of any one party.
14. **Assignment.** Tenants shall not have the right to assign this lease or let or sublet the whole or part of the Premises without the written consent of the City.

15. **Indemnification.** Tenants agree to and shall indemnify, defend and hold the City, City's successors and assigns, and the officers, employees, agents and contractors of the City, harmless from and against any and all claims, actions, administrative proceedings, judgements, damages, punitive damages, penalties, fines and costs that arise directly or indirectly from or in connection with Tenants' use of the Premises, breach of the Lease, and/or any violation of governmental or insurance requirements of Tenants, provided that such indemnity shall not extend to matters that arise out of the gross negligence or willful acts of the City.
  
16. **Force Majeure.** Each party's obligations to perform under this Lease shall be excused to the extent that such performance is prevented, delayed, or rendered impracticable by events beyond that party's reasonable control, provided such party shall have exercised all reasonable efforts to avoid such events. Force Majeure shall not include financial inability to perform.
  
17. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Huber Heights Girls Softball Association have executed this Lease Agreement on the day and year first written above.

CITY OF HUBER HEIGHTS, OHIO

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

Interim City Manager

\_\_\_\_\_

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

Its: \_\_\_\_\_

**943.07 - Vehicles and traffic.**

- (a) *Permitted Areas.* No person shall operate a motor vehicle in a park except on and within roads provided for such vehicles, and no person shall drive a motor vehicle in violation of the posted signs or other traffic control devices.
- (b) *Reckless Operation.* No person shall operate a motor vehicle in a park in such a manner as to endanger the operator or any other person or any property.
- (c) *Speed.* No person shall operate a motor vehicle in a park in excess of the posted speed limit.
- (d) *Parking.* No person shall park or leave a motor vehicle in a park except in places designated by the City for such purposes.
- (e) *After Hours Parking.* No person shall park or leave a motor vehicle in an area of a park at a time when such area is not open to the public.
- (f) *Impounding Vehicles.* Upon finding a motor vehicle in violation of the Park Rules and Regulations, a police officer may remove such vehicle or cause the same to be removed to a location in or outside the park, where the same may be kept until the owner or his authorized representative obtains an order from the City releasing such vehicle to the owner thereof or his authorized representative.
- (g) *Trucks and Maintenance Vehicles.* No person shall drive a truck, tractor, or other vehicle which is used for the transportation of goods or materials or for maintenance purposes over any park road or any park without the permission of the Parks and Recreation Division Manager and/or the Streets Superintendent.

(Ord. 2011-O-1882, Passed 5-9-11)

**943.99 - Penalty.**

- (a) *Ejection from the Park.* Police officers or other designated personnel are authorized to order any person found in violation of any of the provisions outlined herein to immediately leave the park.
- (b) *Prosecution.* Persons violating these rules and regulations may also be subject to prosecution to the extent that the violation constitutes a violation of any provisions of the General Offenses of the City (see Part 5 of the Codified Ordinances) or any Federal laws.
- (c) *Misdemeanor.* Whoever violates the City Parks and Recreation Rules and Regulations set forth in this Chapter 943 or in the Parks Facilities Use Procedures adopted by the City of Huber Heights shall be guilty of a Third Degree Misdemeanor.

(Ord. 2011-O-1882, Passed 5-9-11)

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Field Lease Agreement (Monita)

This lease agreement is made and entered into this \_\_\_\_\_ day of **October** by and between the City of Huber Heights and Huber Heights Girls Softball Association concerning the maintenance, operation, and lease of Monita Field Baseball/Softball fields #1 & 2.

WHEREAS the City owns certain real property in Montgomery County, Ohio locally known as Monita Field and located at: (5045 Fishburg Road, Huber Heights, Ohio) upon which the city has baseball/softball fields and related improvements (“Premises”);

WHEREAS Huber Heights Girls Softball Association desire to lease the Premises from the city and agree to operate and maintain the same;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Lease and Term.** The City agrees to lease the Premises to Huber Heights Girls Softball Association, as joint and several tenants, for a 5 year period from January 1, 2022 to December 31, 2026. This agreement will renew annually thereafter, unless terminated pursuant to this agreement.
2. **Cost.** Huber Heights Girls Softball Association agree to pay the City the sum of \$200 per field per season requested for each year of this contract, which amount shall be payable on May 1<sup>st</sup> for spring season and July 1<sup>st</sup> for fall season of each year. Payments not received by due date stated above are subject to lockout of facilities until fees are paid.
3. **Co-principals.** Huber Heights Girls Softball Association agree to serve as co-principals for this contract, and will be joint and severally liable for the same. As co-principals, Huber Heights Girls Softball Association will be responsible for the preparation and on-going maintenance of the baseball/softball diamonds and fields at Monita Field.
4. **Use.** The Tenants shall have the right to use and operate the Premises for any baseball/softball or non-baseball/softball event that they sponsor, provided that they operate the Premises in a sound and professional manner. Tenants may not use the Premises or permit any other person or entity to use the Premises, for any improper, immoral, or unlawful purpose, for a use or purpose inconsistent with applicable zoning, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the Premises. The Premises shall be a public facility, and the seating, parking, concession stands, restroom facilities and other specified areas thereof shall be open to the public, subject to reasonable restrictions. Park users must adhere to all applicable City of Huber Heights Codified Ordinances, State and Federal laws. (see last page of application)
5. **Contact.** Annually, a member of the City, Huber Heights Girls Softball Association staff will be identified as the point of contact for facility issues.



6. **Maintenance.** Huber Heights Girls Softball Association shall be responsible for all maintenance and preparation of the baseball/softball diamonds and associated facilities including: dugouts, backstop, bleachers, concession stand, and all storage facilities during their respective seasons, except for capital maintenance and improvements which is the responsibility of the City. Each entity will be responsible for all expenses during their seasons including field marking material, paint for outfield lines, repair clay for mound and plate areas and any other miscellaneous items used for everyday care of the fields. Members of the Huber Heights Girls Softball Association staff will each identify an individual who will be responsible for the day-to-day and long-term maintenance of the field playing surface and surrounding facility at Monita Field during each respective season. That individual will be responsible for the supervision of staff to perform and necessary work. If the Tenants fail to maintain the Premises as herein requires, the City shall have the right to do so, at the Tenants expense, and Tenants agree to reimburse the City for the costs to do so.
7. **Admissions and Concessions.** Except as otherwise set forth herein, Tenants shall be allowed to sell concessions on the Premises during their respective seasons, and to retain all revenues therefrom. Tenants shall supply, at their own expense, all equipment, fixtures, supplies, and staff or other persons required or necessary to sell concessions on the Premises. Tenants are also required to have a staff member with a level 1 Food Safety Certification on file with the City.
8. **Insurance.** Huber Heights Girls Softball Association agrees to carry all necessary and appropriate property and liability insurance for the Premises, at their sole expense. Certificates of insurance will be exchanged as necessary.
9. **Scheduling.** The scheduling of Monita Fields will be done by the Boards and Committees of the Huber Heights Girls Softball Association. A copy of the schedule will be provided to the City. Schedule requests will be reviewed and approved by the Parks Manager.
10. **Programs.** The Baseball/Softball programs and associated booster programs will continue to operate as they have in the past with independent schedules, budgets, and goals.
11. **Advertisement.** Temporary (banners) outfield and sideline fence advertising may be instituted with the City's permission. Any advertising revenues generated by advertising will be used for the sole purpose of the maintenance and continued renovation of Monita Field Baseball/Softball Fields.
12. **Restoration.** A plan for any additional restoration and upgrading of Monita Field will be submitted to the City for approval prior to any work being done.
13. **Termination and Amendment.** This agreement may be terminated at any time upon mutual agreement of all parties, or annually upon notice by one party prior to December 1<sup>st</sup>. It may be amended at any time during this period by mutual consent of the parties involved. Review of this contract and its contents shall be conducted at the request of any one party.

14. **Assignment.** Tenants shall not have the right to assign this lease or let or sublet the whole or part of the Premises without the written consent of the City.
  
15. **Indemnification.** Tenants agree to and shall indemnify, defend and hold the City, City's successors and assigns, and the officers, employees, agents and contractors of the City, harmless from and against any and all claims, actions, administrative proceedings, judgements, damages, punitive damages, penalties, fines and costs that arise directly or indirectly from or in connection with Tenants' use of the Premises, breach of the Lease, and/or any violation of governmental or insurance requirements of Tenants, provided that such indemnity shall not extend to matters that arise out of the gross negligence or willful acts of the City.
  
16. **Force Majeure.** Each party's obligations to perform under this Lease shall be excused to the extent that such performance is prevented, delayed, or rendered impracticable by events beyond that party's reasonable control, provided such party shall have exercised all reasonable efforts to avoid such events. Force Majeure shall not include financial inability to perform.
  
17. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Huber Heights Girls Softball Association have executed this Lease Agreement on the day and year first written above.

CITY OF HUBER HEIGHTS, OHIO

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

Interim City Manager

\_\_\_\_\_

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

Its: \_\_\_\_\_

**943.07 - Vehicles and traffic.**

- (a) *Permitted Areas.* No person shall operate a motor vehicle in a park except on and within roads provided for such vehicles, and no person shall drive a motor vehicle in violation of the posted signs or other traffic control devices.
- (b) *Reckless Operation.* No person shall operate a motor vehicle in a park in such a manner as to endanger the operator or any other person or any property.
- (c) *Speed.* No person shall operate a motor vehicle in a park in excess of the posted speed limit.
- (d) *Parking.* No person shall park or leave a motor vehicle in a park except in places designated by the City for such purposes.
- (e) *After Hours Parking.* No person shall park or leave a motor vehicle in an area of a park at a time when such area is not open to the public.
- (f) *Impounding Vehicles.* Upon finding a motor vehicle in violation of the Park Rules and Regulations, a police officer may remove such vehicle or cause the same to be removed to a location in or outside the park, where the same may be kept until the owner or his authorized representative obtains an order from the City releasing such vehicle to the owner thereof or his authorized representative.
- (g) *Trucks and Maintenance Vehicles.* No person shall drive a truck, tractor, or other vehicle which is used for the transportation of goods or materials or for maintenance purposes over any park road or any park without the permission of the Parks and Recreation Division Manager and/or the Streets Superintendent.

(Ord. 2011-O-1882, Passed 5-9-11)

**943.99 - Penalty.**

- (a) *Ejection from the Park.* Police officers or other designated personnel are authorized to order any person found in violation of any of the provisions outlined herein to immediately leave the park.
- (b) *Prosecution.* Persons violating these rules and regulations may also be subject to prosecution to the extent that the violation constitutes a violation of any provisions of the General Offenses of the City (see Part 5 of the Codified Ordinances) or any Federal laws.
- (c) *Misdemeanor.* Whoever violates the City Parks and Recreation Rules and Regulations set forth in this Chapter 943 or in the Parks Facilities Use Procedures adopted by the City of Huber Heights shall be guilty of a Third Degree Misdemeanor.

(Ord. 2011-O-1882, Passed 5-9-11)

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AI-7909

**New Business N.**  
**City Manager**

**City Council Meeting**

**Meeting Date:** 10/25/2021

Amend Not To Exceed Amount - Capital Electric - Public Works Division

**Submitted By:** Linda Garrett

**Department:** Public Works **Division:** Public Works

**Council Committee Review?:** Council **Date(s) of Committee Review:** 10/19/2021  
Work  
Session

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

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

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**Agenda Item Description or Legislation Title**

A Resolution Amending Resolution No. 2019-R-6717 To Authorize An Increase To The Not To Exceed Amount For The Maintenance, Repair, And Minor Construction Of Traffic Signals And Decorative Lighting.  
(first reading)

**Purpose and Background**

The attached resolution requests authorization for an amendment to increase the not to exceed amount in Resolution No. 2019-R-6717 to \$75,000.

---

**Fiscal Impact**

**Source of Funds:** Public Works Division Budget

**Cost:** \$75,000

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AMENDING RESOLUTION NO. 2019-R-6717 TO AUTHORIZE AN INCREASE TO THE NOT TO EXCEED AMOUNT FOR THE MAINTENANCE, REPAIR, AND MINOR CONSTRUCTION OF TRAFFIC SIGNALS AND DECORATIVE LIGHTING.

WHEREAS, there have been changes to the required provided services related to the maintenance, repair and minor construction of traffic signals and decorative lighting; and

WHEREAS, the not to exceed amount needs to be increased to \$75,000.00.

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

Section 1. Resolution No. 2019-R-6717 passed by Council on January 29, 2019 is hereby amended with a not to exceed amount of \$75,000.00.

Section 2. The City Manager is hereby authorized to enter into an agreement with Capital Electrical Line Builders for the contract services related to the maintenance, repair, and minor construction of traffic signals and decorative lighting at a cost not to exceed \$75,000.00.

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 \_\_\_\_\_, 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date