

CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session
Hybrid In-Person/Remote Meeting

February 16, 2021
6:00 P.M.
City Hall – 6131 Taylorsville Road – Council Chambers

1. **Call Meeting To Order/Roll Call**

2. **Approval of Minutes**

   A. February 2, 2021

3. **Work Session Topics Of Discussion**

   A. City Manager Report

   B. Issuance of Bonds

      * Veterans Memorial Project - $1,560,000

      * Issuance of Bonds - Refinancing - Rose Music Center - $7,940,000

   C. Purchase of Mini Excavator - Public Works Division

   D. Purchase of Forklift - Public Works Division

   E. Disposal of Surplus Property - Public Works Division

F. Street Name Change - Carriage Trails - Catalpa Drive

G. Culture and Diversity Citizens Action Commission Update Presentation

H. ZC 21-04 - Rezoning - Quail Ridge

I. Trash Hauling Contract Renewal

J. City Code - Supplement 6 - Adopting Ordinance

4. **Adjournment**

AI-7442 **Topics of Discussion** **B.**

Council Work Session

Meeting Date: 02/16/2021

Issuance of Bonds - Veterans Memorial Project - $1,560,000

Submitted By:	Jim Bell		
Department:	Finance	**Division:**	Accounting
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	02/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

Issuance of Bonds

* Veterans Memorial Project - $1,560,000

Purpose and Background

This legislation is to authorize the issuance of 20 year bonds in the maximum amount of $1,560,000 for the purpose of paying the costs of constructing a Veterans Memorial in Thomas Cloud Park. The maximum interest rate to finance these bonds is estimated to be no more than 2.00%, but likely closer to 1.50%. The maximum annual debt payment is estimated to be $72,000 and funds are available in the Montgomery County TIF Fund.

City Staff recommend a first reading of the bond ordinance at the February 22, 2021 City Council Meeting with final approval at the March 8, 2021 City Council Meeting. This legislation is non-emergency legislation, so it becomes effective on April 7, 2021 which allows enough time for the bonds to be priced, sold and closed in a timely manner.

Fiscal Impact

Source of Funds:	Bonds
Cost:	$1,560,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	N/A

Financial Implications:

The City will issue 20 year long-term bonds in the maximum principal amount of $1,560,000 for the purpose of paying the costs of constructing a Veterans Memorial in Thomas Cloud Park.

Attachments

Bond Purchase Agreement
Bond Registrar Agreement
Fiscal Officer Certificate
Ordinance

BOND PURCHASE AGREEMENT

KeyBanc Capital Markets Inc. (the "*Underwriter*") and the City of Huber Heights, Ohio (the "*Issuer*"), enter into this Bond Purchase Agreement dated May ___, 2021 (this "*Agreement*"), for the purchase by the Underwriter from the Issuer of certain bonds proposed to be issued by the Issuer, as described below.

In consideration of their mutual covenants and agreements, the Underwriter and the Issuer agree as follows:

Section 1. Description of and Agreement to Purchase the Bonds. Upon and subject to the terms, conditions and provisions set forth in this Agreement, the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, all (but not less than all) of the following bonds to be issued by the Issuer: $_____ Various Purpose Bonds, Series 2021 (the "*Bonds*"). The Bonds are being issued under and will have the terms determined in or pursuant to the Bond Legislation.

The Bonds will be dated as of the Closing Date and will mature on December 1 of each year and bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rates per year, payable on June 1 and December 1 of each year, commencing December 1, 2021, all as provided for in the Bond Legislation.

The interest rate and the principal amount for each year in which the Bonds mature are contained in the Certificate of Award dated May ___, 2021, which is attached hereto and incorporated herein by reference.

Section 2. Purchase Price; Public Offering. The purchase price of the Bonds shall be $_____ (the "*Purchase Price*"), calculated as follows:

Principal amount	$ xx,xxx,xxx.xx
Plus **[**net**]** original issue premium	xx,xxx.xx
Less Underwriter's fees and expenses	(xx,xxx.xx)
Purchase Price	$ xx,xxx,xxx.xx

The Underwriter is authorized to retain $_____ (the "*Retainage*") from the Purchase Price to pay certain costs of issuance of the Bonds on behalf of the Issuer as described in Section 11 hereof. Thus, the amount to be received by the Issuer for the Bonds on the Closing Date is $_____.

The Underwriter intends to make an initial bona fide public offering of the Bonds of each maturity at prices not in excess of the offering prices set forth on the inside cover page of the Official Statement, and may subsequently change those offering prices. In addition to any reporting requirements set forth in Section 9, the Underwriter agrees to notify the Issuer of such changes if they occur prior to the Closing Date, but failure to so notify the Issuer will not invalidate those changes. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower or yields higher than such offering price or prices or yields.

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Section 3. Definitions of Certain Words and Terms. In addition to the words and terms defined elsewhere in this Agreement and the Bond Legislation, the following words and terms as used in this Agreement shall have the following meanings, unless another meaning is plainly intended:

"*Basic Documents*" means the Bond Legislation, the Bond Registrar Agreement and this Agreement.

"*Bond Counsel*" means the law firm of Squire Patton Boggs (US) LLP.

"*Bond Legislation*" means, collectively, the Bond Ordinance and the Certificate of Award, both attached as **EXHIBIT A** to this Agreement.

"*Bond Ordinance*" means, collectively, Ordinances No. 2021-O-_____ and No. 2021-O-_____, each passed by the City Council on _____, 2021, authorizing the issuance and sale of the Bonds.

"*Bond Registrar*" means The Huntington National Bank, in Columbus, Ohio.

"*Bond Registrar Agreement*" means the Bond Registrar Agreement, dated as of the Closing Date, relating to the Bonds and between the Issuer and the Bond Registrar.

"*Certificate of Award*" means the Certificate of Award authorized by the Bond Ordinance in which the Fiscal Officer has determined certain terms of the Bonds and their sale.

"*City Council*" means the City Council of the Issuer.

"*Closing*" means delivery of the Bonds to or for the account of and payment for the Bonds by the Underwriter.

"*Closing Date*" means May ___, 2021.

"*Continuing Disclosure Agreement*" means an agreement as authorized by subsection 9(c) of the Bond Ordinance, to be signed and delivered by the Issuer and which shall constitute the continuing disclosure agreement made by the Issuer for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

"*DTC*" means The Depository Trust Company.

"*Fiscal Officer*" means the Director of Finance of the Issuer.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Municipal Advisor*" means Bradley Payne, LLC.

"*Official Statement*" means the final Official Statement relating to the Bonds, substantially in the form of the Preliminary Official Statement, with such modifications,

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completions, changes and supplements as may be approved by the Underwriter and by the Issuer.

"*Preliminary Official Statement*" means the Preliminary Official Statement relating to the Bonds, dated _____, 2021.

"*Rule*" means SEC Rule 15c2-12.

"*Rule G-17 Letter*" means the letter dated _____, 2021 from the Underwriter to the Issuer relating to certain disclosures required to be made by the Underwriter pursuant to MSRB Rule G-17.

"*SIFMA*" means the Securities Industry and Financial Markets Association.

"*Tax Exemption*" means the exclusion from gross income of interest on the Bonds for federal income tax purposes and the exemption of interest on the Bonds from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax.

Unless otherwise indicated, reference to a "Section" is to a section of this Agreement.

Section 4. Representations, Warranties and Covenants of the Issuer. The Issuer represents, warrants and covenants as of the date of this Agreement and as of the Closing Date, as follows:

(a) The Issuer is a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and the City Charter and has full power and authority thereunder and under the Bond Legislation to: (i) enter into this Agreement, the Continuing Disclosure Agreement and the Bond Registrar Agreement; (ii) issue, sell and deliver the Bonds as provided in this Agreement; and (iii) perform its obligations under and as contemplated in the Basic Documents, the Continuing Disclosure Agreement and the Bonds.

(b) The City Council has duly passed the Bond Ordinance, which authorizes (i) the execution and delivery of the Certificate of Award, (ii) the execution, delivery and due performance of the Basic Documents, the Continuing Disclosure Agreement and the Bonds, and (iii) the taking of any action as may be required on the part of the Issuer to consummate the transactions contemplated in the Basic Documents, the Continuing Disclosure Agreement and the Bonds. All necessary approvals of those transactions have been obtained and, except as may be required under the securities laws of any state, there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer in connection with any of the foregoing transactions.

(c) The Bonds will conform to their description in the Official Statement. When delivered to and paid for by the Underwriter, the Bonds will have been duly authorized, executed, issued, and delivered by, and will constitute valid and legal general obligations of, the Issuer, and the principal of and interest on the Bonds, unless paid from other sources and subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other

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laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity, to the exercise of judicial discretion, and to limitations on legal remedies against public entities, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the Issuer and other sources (if any) as described in the Bond Legislation.

(d) The execution and delivery of this Agreement, the Certificate of Award, the Bonds, the Continuing Disclosure Agreement and the Bond Registrar Agreement, the passage of the Bond Ordinance, and compliance with the provisions of this Agreement and of those documents, (i) will not conflict with or result in a violation by the Issuer of the Ohio Constitution, or any laws of the State of Ohio, the City Charter or of any other applicable jurisdiction, including (without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the Issuer), and (ii) will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, ordinance, indenture, trust agreement, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it is bound.

(e) To the knowledge of the Issuer officials signing the Bonds:

(i) No litigation or administrative action or proceeding is pending or threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, or the levy and collection of taxes anticipated to pay the debt charges on the Bonds, or contesting or questioning the proceedings and authority under which the Bonds are to be authorized, issued, sold, signed or delivered or the validity of the Bonds, and, specifically, no judicial action or proceeding challenging the validity of the Bonds has been commenced by personal service on the Issuer's chief executive officer or legal officer or Fiscal Officer.

(ii) Neither the existence nor the boundaries of the Issuer nor the title to their respective offices of the present officers of the Issuer who are responsible for the authorization, issuance, signature and delivery of the Bonds is or are being contested in any judicial or administrative proceeding.

(iii) No authority or proceeding for the issuance or payment of or security for the Bonds has been repealed, revoked or rescinded.

(iv) No litigation or administrative action or proceeding is pending or threatened which contests or affects, in any way, the enforceability of the Basic Documents or the Bonds, the completeness or accuracy of the Official Statement, the powers or authority of the Issuer with respect to the Basic Documents, the Continuing Disclosure Agreement or the Bonds, or the exemption of the Bonds from registration with the United States Securities and Exchange Commission.

(v) No petitions for referendum with respect to any measure authorizing the issuance or payment of or security for the Bonds, or the carrying out of the governmental

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purposes to which the proceeds of the Bonds are to be applied, and no petitions seeking to initiate any measure affecting the same or the proceedings therefor, have been filed.

(f) The information contained in or incorporated by reference in the Preliminary Official Statement was as of its date and as it has been completed, revised or amended is, and as it may be further completed, revised or amended to the Closing Date will be, and the information contained in the Official Statement at the Closing Date will be, true and correct in all material respects. The Preliminary Official Statement did not, and the Official Statement as of the Closing Date will not, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. Any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant to Section 5 will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. The representations contained in this paragraph (f) do not apply to any information under the caption "UNDERWRITING" and in Appendices D and E in the Preliminary Official Statement, or under the caption "UNDERWRITING" and in Appendices D and E in the Official Statement, or to information with respect to offering prices, yields or CUSIP numbers on the inside cover page of the Official Statement.

(g) Prior to the Closing, the Issuer will have taken all actions necessary to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth in the Basic Documents, and (ii) the execution and delivery by the Issuer of the Bonds and of all such other instruments and the taking of all such other actions on the part of the Issuer as may be necessary or appropriate for the effectuation and consummation of the transactions contemplated by the Basic Documents and the Bonds. The Issuer will take such actions between the date of this Agreement and the Closing as are reasonably necessary to cause the warranties and representations contained in this Agreement to be true as of the Closing.

(h) The Issuer will not take or omit to take any action that will in any way result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Bond Legislation and certifications contained in the transcript of proceedings.

(i) The Issuer acknowledges and agrees that (i) it has received, acknowledged by signature of the Fiscal Officer, and returned to the Underwriter the Rule G-17 Letter, (ii) the purchase and sale described herein represents a negotiated transaction, (iii) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and not as an agent or a fiduciary to the Issuer with respect to this Agreement, (iv) the Underwriter's primary role in the transaction contemplated by this Agreement is to purchase the Bonds for resale to investors, (v) the Underwriter has provided advice with respect to the structure, timing or other similar matters concerning the Bonds as an underwriter and not as a fiduciary to the Issuer, (vi) the Underwriter's engagement in the transaction described herein and in the Basic Documents, and all discussions and undertakings leading up thereto, is solely in its capacity as an underwriter for its own account, and such engagement shall not be, or shall be construed to be, in any other capacity, (vii) the Underwriter has financial and other interests that differ from those of the Issuer and (viii) the Issuer is solely responsible for making its own judgments in connection with the transaction contemplated

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by this Agreement and in the Basic Documents, regardless of whether the Underwriter has advised or is currently advising the Issuer on any other matters, whether or not related to such transactions, and the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the sale of the Bonds.

(j) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer has not failed during the previous five years to comply in all material respects with any previous continuing disclosure undertaking in a written contract or agreement of the type specified in paragraph (b)(5)(i) of the Rule.

Section 5. Official Statement. The Issuer has duly authorized the use and distribution, in accordance with applicable law, of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering and sale of the Bonds. As of its date, the Preliminary Official Statement was "deemed final" (except for permitted omissions) by the Issuer for purposes of SEC Rule 15c2-12(b)(1).

The Issuer will complete the final Official Statement for purposes of SEC Rule 15c2-12(b)(3) and (4), and will within seven business days after the date of this Agreement, and in no event later than two business days prior to the Closing Date, furnish to the Underwriter sufficient copies of the Official Statement, one of which will be signed on behalf of the Issuer. The Issuer authorizes the Underwriter to use and distribute the final Official Statement in connection with the Underwriter's delivery and distribution of the Bonds.

During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer shall notify the Underwriter if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If, in the judgment of the Underwriter or the Issuer, any such event requires that the Official Statement be amended or supplemented, the Issuer and the Underwriter will cooperate in the preparation of either amendments of or supplements to the Official Statement in form and substance mutually agreed upon by the Issuer and the Underwriter so that the Official Statement as so amended or supplemented will not, in light of the circumstances when the Official Statement as so amended or supplemented is delivered to any purchaser or potential customer, be misleading. The Issuer agrees that if the Official Statement is to be amended or supplemented in accordance with this paragraph, the Issuer will provide for and pay the reasonable costs of the preparation of such amendment or supplement and will furnish to the Underwriter a reasonable number of copies of such amendment or supplement.

For purposes of this Agreement, the "*End of the Underwriting Period*" is used as defined in the Rule and shall occur on the later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; provided that, unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

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Section 6. Blue Sky Qualification. The Issuer will cooperate with the Underwriter for the purpose if the Underwriter decides to qualify the Bonds under the securities laws of any jurisdiction, and will furnish the Underwriter with such information, execute such instruments, and take such other action as shall be necessary in the reasonable judgment of the Underwriter to effect registration or confirmation of exemption from registration of the Bonds under those laws. However, the Issuer does not consent and shall not be required with respect to the offer or sale of the Bonds to consent to suit or consent to general service of process in any jurisdiction.

Section 7. Closing, Delivery and Payment of the Bonds. The Closing will occur at or before 10:00 a.m., Ohio time, on the Closing Date, at or from the offices of Squire Patton Boggs (US) LLP, in Columbus, Ohio, or at such later time or other place upon which the Underwriter and the Issuer mutually agree.

The Bonds will be delivered to DTC or to its agent pursuant to the DTC-FAST system, if satisfactory to DTC, the Bond Registrar and the Underwriter, as fully registered Bonds in typewritten or xerographically reproduced form, registered in the name of a nominee of DTC, in respective denominations equal to the aggregate principal amount of Bonds of each maturity. The Bonds will be made available to DTC (or its agent) at least one business day prior to the Closing Date for the purposes of inspection and establishment of the book entry system for the Bonds as described in the Official Statement.

At the Closing, the Underwriter shall make payment for the Bonds in immediately available funds in accordance with the instructions the Issuer will provide to the Underwriter.

CUSIP identification numbers will be placed on the Bonds, but the Issuer will have no responsibility for the accuracy of those numbers. Neither the failure to place such numbers on any Bond nor any error with respect to any CUSIP numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any of the Bonds.

Section 8. Closing Documents. The Closing Documents shall be the following, each properly executed or certified or otherwise verified, dated as of such date and in such form as is satisfactory to Bond Counsel and the Underwriter:

(a) The legal opinion of Bond Counsel, substantially in the form of Appendix D to the Preliminary Official Statement.

(b) An appropriate certificate pursuant to the then current Sections 103 and 148 of the Internal Revenue Code of 1986, as amended.

(c) The Bond Ordinance, certified by the Clerk of Council, and the Certificate of Award and Continuing Disclosure Agreement, each executed by the Fiscal Officer.

(d) An executed counterpart of the Bond Registrar Agreement.

(e) One complete, true and correct manually executed copy of the Official Statement, and a certificate signed by the appropriate Issuer officials relating to the accuracy of the Official Statement.

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(f) Evidence reasonably satisfactory to the Underwriter that Moody's Investors Service, Inc., as identified in the Official Statement, has assigned a rating of "___" to the Bonds.

(g) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel may reasonably request in order to (i) enable Bond Counsel to render its opinion, or (ii) evidence compliance with legal requirements, or (iii) evidence the truth and accuracy, as of the date of this Agreement and as of the Closing Date, of the Issuer's representations and warranties contained in this Agreement or of the statements and information contained in the Official Statement as of its date and as of the Closing Date, or (iv) evidence the due performance or satisfaction by the Issuer on or prior to the Closing Date of all agreements then to be performed and all conditions then to have been or to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents identified or referred to in this Agreement shall be deemed to be in compliance with the provisions of this Agreement, if they are in form and substance satisfactory to the Underwriter. That satisfaction shall be conclusively evidenced by the Underwriter accepting and paying for the Bonds.

If the Issuer is unable to satisfy the conditions identified in this Agreement to the obligations of the Underwriter to purchase or to accept delivery of and to pay for the Bonds, or if those obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation under it, except that the respective obligations of the Issuer and the Underwriter set forth in Section 11 will continue in full force and effect.

Section 9. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **EXHIBIT B**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Municipal Advisor and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

(b) [Except as otherwise set forth in **Schedule A** attached to **EXHIBIT B**,] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "*10% test*") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

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[Schedule A and subsection (c) shall apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "*initial offering price*"), or at the corresponding yield or yields, set forth on **Schedule ___** attached to **EXHIBIT B**, except as otherwise set forth therein. **Schedule ___** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "*hold-the-offering-price rule*"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5^{th}) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (1) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (2) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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(i) "*public*" means any person other than an underwriter or a related party,

(ii) "*underwriter*" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*sale date*" means the date of execution of this Agreement by all parties.

Section 10. Conditions to the Obligations of the Underwriter.

(a) The obligations of the Underwriter to purchase, and to accept delivery of and pay for, the Bonds will be subject to the completeness and correctness, on the date of this Agreement and on the Closing Date, of the representations and warranties of the Issuer made in this Agreement; to the performance by the Issuer of its obligations and covenants under this Agreement; and to the following additional conditions precedent:

(i) The Bonds, the Certificate of Award, this Agreement, the Continuing Disclosure Agreement and the Bond Registrar Agreement shall have been duly authorized and executed by the Issuer.

(ii) The Bond Ordinance shall have been duly passed by the Issuer and be effective.

(iii) All necessary actions of the Issuer relating to the Basic Documents, the Continuing Disclosure Agreement and the Bonds shall be in full force and effect without rescission or modification.

(iv) The Basic Documents and the Continuing Disclosure Agreement shall be in full force and effect and they and the Official Statement shall not have been amended, modified or supplemented (except with the consent of the Underwriter).

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(v) There shall have been taken, in connection with the issuance of the Bonds and with the transactions contemplated in this Agreement and in those documents, all such actions as in the opinion of Bond Counsel are legally necessary and appropriate.

(b) The Underwriter shall have the right to cancel its obligation to purchase, and to accept delivery of and pay for, the Bonds between the date of this Agreement and the Closing Date in any of the following cases:

(i) Legislation is enacted or favorably reported for passage by at least one house of the United States Congress (including any committee of such a house or a conference committee of Congress) or by the Ohio General Assembly (including any committee of a house of the Ohio General Assembly), or a federal court decision shall be rendered, or an official ruling, regulation or decision shall be made by a governmental agency or department having appropriate jurisdiction, any of which has the purpose or effect, directly or indirectly, of: (A) materially adversely affecting the Tax Exemption; (B) providing that the Bonds, or securities of the general character of the Bonds, will not be exempt from registration under the Securities Act of 1933, as amended and as then in effect; or (C) causing the issuance, offering or sale of the Bonds, or securities of the general character of the Bonds, to be in violation of any provision of the Securities Act of 1933, as amended and as then in effect or the Securities Exchange Act of 1934, as amended and as then in effect.

(ii) There exists any event or circumstance which either makes untrue or incorrect, in a material respect, any statement or information contained in the Official Statement, or is not reflected in the Official Statement but should be reflected in the Official Statement in order to make the statements and information contained in that Statement not misleading in any material respect.

(iii) There shall have occurred any new outbreak of hostilities directly involving the armed forces of the United States of America, or other new national or international calamity or crisis, other than such that represents the continuation, deterioration or escalation of existing hostilities, calamities or crises, and the effect of which on the financial markets of the United States of America is such that, in the reasonable opinion of the Underwriter, will materially adversely affect the market for the Bonds or make it impracticable for the Underwriter to sell the Bonds at the contemplated offering price(s) for them.

(iv) There is in force a general suspension of trading on the New York Stock Exchange or any other national securities exchange or general minimum or maximum prices for trading on any such national securities exchange shall have been fixed and be in force, or a general banking moratorium is declared by either federal, Ohio or New York authorities having jurisdiction and is in force.

(v) In the reasonable judgment of the Underwriter, the market price of the Bonds, or the market price of securities of the general character of the Bonds, would be adversely affected because either: additional material restrictions not in force as of the date of this Agreement shall have been imposed upon trading in securities generally by any

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federal, Ohio or New York governmental authority or by any United States national securities exchange; or the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose as to the Bonds or securities of the general character of the Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of the Underwriter.

(vi) There occurs any material adverse change in the financial affairs and condition of the Issuer from those reflected in or contemplated by the Official Statement.

(vii) A material disruption in the securities settlement, payment or clearance services shall have occurred.

If the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and no party shall be under further obligation hereunder; except that the obligations for the payment of expenses, as provided in Section 11 hereof, shall continue in full force and effect.

Section 11. Expenses.

(a) The Underwriter is responsible for paying, and will pay, the following Underwriter's expenses:

(i) Costs of marketing and advertising in selling the Bonds; costs incident to qualifying the Bonds for offer and sale under the securities or "blue sky" laws of such jurisdictions as may be selected by the Underwriter; and the Underwriter's other out-of-pocket expenses, incident to the issuance of the Bonds in the event that the Bonds are issued and delivered, or to preparation for issuance and delivery of the Bonds in the event that the Underwriter elects to cancel its obligations under, and pursuant to and in accordance with, this Agreement to purchase and pay for the Bonds.

(ii) Travel expenses of employees of the Underwriter incident to the issuance and delivery of the Bonds.

(iii) Fees and expenses of any legal counsel retained by the Underwriter regardless of whether the Bonds are issued and delivered.

(iv) Any fees of MSRB and SIFMA.

(v) Fees of the Ohio Municipal Advisory Council, CUSIP Service Bureau, DTC, i-Deal Monitor Access and Ipreo Muni Book Running.

(b) The Underwriter agrees to pay from the Retainage on behalf of the Issuer:

(i) The costs of printing and mailing or otherwise distributing the Preliminary Official Statement and the final Official Statement.

(ii) Fees and expenses of the Issuer's Municipal Advisor.

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(iii) Fees for the bond rating service.

(iv) Fees of the Bond Registrar.

(v) Fees and expenses of Bond Counsel.

(c) Within ninety (90) days after the Closing Date, the Underwriter will provide to the Issuer a detailed accounting of all the fees, costs and expenses paid by it on behalf of the Issuer pursuant to Section 11(b) and shall pay to the Issuer contemporaneously with that accounting any difference between the Retainage and the actual amount of those fees, costs and expenses paid by the Underwriter. The Issuer then shall be responsible for the payment of any such expenses in excess of the Retainage or previously incurred for which invoices are thereafter received, or for reimbursement of the Underwriter for payment of any such expenses that are initially paid thereafter by the Underwriter.

(d) The Issuer is responsible for paying, and will pay, the following: all other costs incidental to the issuance of the Bonds or preparation for that issuance, on-going or extraordinary fees of the Bond Registrar and travel expenses of Issuer employees, but excluding any fees and expenses required to be paid by the Underwriter pursuant to Section 11(a).

(e) As used in this section, "*employees*" means and includes employees, officers, officials and partners.

Section 12. Representations by the Underwriter. The Underwriter makes the following representations by the undersigned, as a duly authorized officer of the Underwriter, as the basis for the undertakings on its part herein contained:

(a) To the best of our knowledge and belief, the Underwriter is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on its ability to perform its duties and obligations under this Agreement.

(b) To the best of our knowledge and belief, the Underwriter is currently in compliance with, and not currently in violation of, any provisions of Ohio Revised Code Chapter 102 and Sections 2921.42, 2921.43 and 3517.13 which may be applicable to the Underwriter entering into this Agreement.

(c) To the best of our knowledge and belief, the Underwriter is not aware of any finding for recovery having been issued against it by the Auditor of the State of Ohio which is "unresolved" under Ohio Revised Code Section 9.24.

(d) This Agreement has been duly authorized, executed and delivered by the Underwriter and constitutes a valid and binding obligation of the Underwriter enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy laws and other laws affecting creditors' rights and the exercise of judicial discretion.

Section 13. No Third Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons, including any holders or

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purchasers (except the Underwriter) or beneficial owners of the Bonds, shall acquire or have any right under or by virtue of this Agreement. All representations, warranties, covenants and agreements of the Issuer shall remain in full force and effect regardless of any termination by or on behalf of the Underwriter and shall survive the delivery of the Bonds.

Section 14. Notice. Any notice or communication from one of the parties to another under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the:

(a) Issuer at 6131 Taylorsville Road, Huber Heights, Ohio 45424, Attention: Director of Finance.

(b) Underwriter at 88 East Broad Street, 7th Floor, Columbus, Ohio 43215, Attention: David C. Tiggett.

Section 15. Governing Law; Counterparts. This Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

Section 16. Nonassignability of Underwriter's Obligations. The obligations of the Underwriter under this Agreement shall not be subject to the assignment without the prior written consent of the Issuer. This shall not prevent the Underwriter from obtaining the participation of other investment firms as additional underwriters or members of a selling group.

Section 17. No Other Agreements. This Agreement supersedes any other agreements between the Issuer and the Underwriter relating to the same subject, and any such agreements shall be null and void upon the effectiveness of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

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IN WITNESS WHEREOF, the parties hereto have signed this Bond Purchase Agreement as of the day and year first above written.

CITY OF HUBER HEIGHTS, OHIO

By: _____

Title: City Manager

By: _____

Title: Director of Finance

Approved as to form and correctness:

By: _____

Title: City Attorney

KEYBANC CAPITAL MARKETS INC.

By: _____

Title: _____

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FISCAL OFFICER'S CERTIFICATE – BOND PURCHASE AGREEMENT

The undersigned, as the fiscal officer of the City of Huber Heights, Ohio, hereby certifies that the money required to meet the obligations of the Issuer during Fiscal Year 2021 under the foregoing Bond Purchase Agreement has been lawfully appropriated by the City Council of the Issuer for those purposes and is in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: May ___, 2021

_____

Director of Finance
City of Huber Heights, Ohio

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EXHIBIT A

BOND ORDINANCE AND CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND PURCHASE AGREEMENT IS INCLUDED, THE BOND ORDINANCE AND CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT A ARE CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TABS NO. ___ AND NO. ___, RESPECTIVELY.

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EXHIBIT B

Attachment B-1
to Tax Compliance Certificate
of Issuer

Pertaining to

$_____
City of Huber Heights, Ohio
Various Purpose Bonds, Series 2021
Dated May ___, 2021

UNDERWRITER'S CERTIFICATE

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KeyBanc Capital Markets Inc. ("**KeyBanc**"), as underwriter for the bonds identified above (the "**Issue**"), issued by the City of Huber Heights, Ohio (the "**Issuer**"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) **Issue Price**.

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this Certificate, for each Maturity of the Issue, the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in the final Official Statement, dated May ___, 2021 for the Issue (the "**Sale Price**" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is $_____ (the "**Issue Price**").**]**

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii)):

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A (the "**Sale Price**" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, KeyBanc offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated May ___, 2021, for the Issue (the "**Initial Offering Prices**" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement dated May ___, 2021, between the Issuer and KeyBanc, KeyBanc has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is $_____ (the "**Issue Price**").**]**

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) KeyBanc offered, on or before the Sale Date, each Maturity of the Issue to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated May ___, 2021, for the Issue (the "**Initial Offering Prices**"). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule B. The aggregate of the Initial Offering Prices of each Maturity is $_____ (the "**Issue Price**").

(B) As set forth in the Bond Purchase Agreement, KeyBanc has agreed in writing that, (i) for each Maturity of the Issue, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Issue at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.**]**

[(B),(E), or (C)**]** **Definitions**. **[NOTE:** If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."**]**

["**Holding Period**" means, for each Hold-the-Offering-Price Maturity of the Issue, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May ___, 2021), or (ii) the date on which KeyBanc has sold at least 10% of such Maturity of the Issue to the Public at a price that is no higher than the Initial Offering Price for such Maturity.**]**

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"**Maturity**" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"**Public**" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

["**Sale Date**" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Issue. The Sale Date of the Issue is May ___, 2021.**]**

"**Underwriter**" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Issuer's Tax Compliance Certificate or in Attachment A to it.

(2) **Yield.** The Yield on the Issue is _____%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph (1), **[**and computed with the adjustments stated in paragraphs (5) and (6)**]**.

(3) **Weighted Average Maturity.** The weighted average maturity (defined below) of the Issue is _____years and the remaining weighted average maturity of the Outstanding Prior Issue is _____ of a year. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire issue.

(4) **Underwriter's Discount**. The Underwriter's discount is $_____, being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by KeyBanc to the Issuer for the Issue.

[For fixed rate bonds only: (5) **Discount Maturities Subject to Mandatory Early Redemption**. No Maturity that is subject to mandatory early redemption has a stated redemption price that exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of years to its weighted average maturity date.**]**

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[Or]

[For fixed rate bonds only: (5) **Discount Maturities Subject to Mandatory Early Redemption**. The stated redemption price at maturity of the Maturities that mature in the year**[**s**]** 20__, which Maturities are the only Maturities of the Issue that are subject to mandatory early redemption **[revise as appropriate]**, exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturities by more than one-fourth of 1% multiplied by the product of the stated redemption price at maturity and the number of years to the weighted average maturity date of such Maturities. Accordingly, in computing the Yield on the Issue stated in paragraph (2), those Maturities were treated as redeemed on each mandatory early redemption date at their present value rather than at their stated principal amount.**]**

[For fixed rate bonds only: (6) **Premium Maturities Subject to Optional Redemption**. No Maturity:

- Is subject to optional redemption within five years of the Issuance Date of the Issue.
- That is subject to optional redemption has an Initial Offering Price or Sale Price, as applicable, that exceeds its stated redemption price at maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of complete years to its first optional redemption date.**]**

[Or]

[For fixed rate bonds only: (6) **Premium Maturities Subject to Optional Redemption**. The Maturities that mature in the year**[**s**]** 20__ are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Issue stated in paragraph (2), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Issuance Date of the Issue.**]**

[Or]

[(6) **No Discount or Premium Maturities**. No Maturity was sold at an original issue discount or premium.**]**

[For fixed rate bonds only:] (5 or 6) **No Stepped Coupon Maturities**. No Maturity bears interest at an increasing interest rate.

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The signer is an officer of KeyBanc and duly authorized to execute and deliver this Certificate. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents KeyBanc's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: May ___, 2021

KEYBANC CAPITAL MARKETS INC.

By:_____

Title:_____

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[NOTE: If the general rule is used for each Maturity (i.e., actual sales of at least 10% of each Maturity), there is no schedule to attach if the initial offering prices set forth in the Official Statement for the Issue are the first prices at which at least 10% of each Maturity is sold. Otherwise, attach the following schedule showing the first price at which at least 10% of each Maturity was sold.**]**

[EITHER]

[If the issue price is determined using a combination of the general rule (actual sales) and hold-the-offering-price rule:

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(*Attached*)

[NOTE: With respect to each General Rule Maturity of the Issue whose Sale Price is not the Initial Offering Price, Schedule A should include each such Maturity's (i) maturity date, (ii) principal amount, (iii) coupon, and (iv) sale price (either as a stated amount, a percentage of a par, or as based on the yield of the Maturity). With respect to each Hold-the-Offering-Price Maturity of the Issue, each such Maturity should be referred to in Schedule A with reference to the final official statement for the Issue. For example, "The Hold-the-Offering Price Maturities are those Maturities of the Issue set forth on the [inside] cover of the final Official Statement, dated [_____], for the Issue that mature in the year[s] [_____, _____, and_____]."**]**

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*Attached*)**]**

[OR]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*Attached*)**]**

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BOND REGISTRAR AGREEMENT

This BOND REGISTRAR AGREEMENT (the "*Agreement*") is made and entered into as of May ___, 2021, and under the circumstances summarized in the following recitals, by and between the City of Huber Heights, Ohio (the "*Issuer*"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter and U.S. Bank National Association, in Cincinnati, Ohio (the "*Bond Registrar*"), a national banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise corporate trust powers under the laws of the State of Ohio, in connection with the issuance and servicing of $_____ Various Purpose Bonds, Series 2021, dated May ___, 2021 (the "*Bonds*"):

A. By Ordinances No. 2021-O-_____ and No. 2021-O-_____, each passed by the City Council of the Issuer on _____, 2021 (collectively, the "*Bond Ordinance*"), certified copies of which are attached hereto as **EXHIBIT A**, and the Certificate of Award dated May ___, 2021 and signed by the Director of Finance pursuant to the Bond Ordinance (the "*Certificate of Award*" and together with the Bond Ordinance, the "*Bond Legislation*"), a copy of which is attached hereto as **EXHIBIT B**, the Issuer has authorized the issuance and sale of the Bonds.

B. By the Bond Legislation and pursuant to Section 9.96 and Chapter 133 of the Ohio Revised Code, the Issuer has appointed the Bond Registrar as its agent to act as authenticating agent, bond registrar, transfer agent and paying agent for and in connection with the Bonds, and has authorized and directed the Bond Registrar to keep all the books and records necessary for registration, exchange and transfer of the Bonds (the "*Bond Register*").

C. The Issuer has determined that the Bonds will be initially issued and issuable in book entry form, with one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("*DTC*"). The fully registered Bonds will be deposited with and retained in the custody of DTC or the Bond Registrar as its agent pursuant to any custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system for use in a book entry system. The Issuer has executed, and DTC has accepted, a Blanket Issuer Letter of Representations to DTC (the "*DTC Letter*") pertaining to the book entry system, a copy of which DTC Letter is included in the transcript of proceedings for the Bonds.

D. Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Bond Legislation.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer and the Bond Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Bonds:

(a) The Issuer will deliver to the Bond Registrar no later than two (2) business days prior to the day set for delivery of the Bonds to the Original Purchaser (the "*Closing*"):

(i) specimens of the signatures or facsimile signatures of the officers of the Issuer whose signatures or facsimile signatures appear on the Bonds;

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(ii) _____ (__) Bond certificates (one for each maturity of the Bonds), completed with numbers, principal amounts, and denominations and listing Cede & Co., as nominee for DTC, as the registered owner, to be delivered at the Closing and such additional bond forms with appropriate blank spaces to be filled in (the "*Bond Forms*"), in sufficient number to provide for future transfers, as agreed upon by the Issuer and the Bond Registrar; and

(iii) a completed Request to Authenticate and Deliver in the form attached hereto as **EXHIBIT C**.

(b) The Bond Registrar shall review the Bonds to be delivered at the Closing to confirm the numbers, principal amounts, interest rates, denominations and other pertinent information and record the name and address of Cede & Co., as nominee for DTC, as registered owner of the Bonds, in the Bond Register, all so as to permit delivery of those Bonds at the time and place of the Closing.

(c) No later than two (2) business days before the Closing, the Bond Registrar, through one or more duly authorized officers or employees, or through another authorized person acting as an agent of the Bond Registrar and approved by the Issuer, shall sign the Certificate of Authentication on each of the Bonds to be delivered at the Closing. At least two (2) business days prior to the Closing, the authenticated Bonds shall be delivered to DTC, or retained by the Bond Registrar as DTC's agent pursuant to a custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system, against a safekeeping receipt provided by DTC. No further disposition or release will be made of the Bonds or interests in the Bonds until payment for the Bonds has been made by KeyBanc Capital Markets Inc., in Columbus, Ohio (the "*Original Purchaser*"), to the Issuer in accordance with the instructions in the Request to Authenticate and Deliver.

(d) Upon confirmation by the Issuer of its receipt of payment of the purchase price for the Bonds, the Bond Registrar, on behalf of the Issuer, will contact DTC and authorize the release and delivery of the Bonds in accordance with the instructions in the Request to Authenticate and Deliver.

(e) **[**As requested by the Original Purchaser and in accordance with the Bond Legislation, the Bond Registrar shall establish a Cost of Issuance Fund and provide for the payment of certain Financing Costs as described in **EXHIBIT E**. Any balance remaining in the Cost of Issuance Fund after thirty (30) days from the date of this Agreement shall be forwarded to the Issuer and the Cost of Issuance Fund shall be closed. For this service, the Bond Registrar shall be paid a fee of $_____ at Closing.**]**

(f) The Issuer consents to the Bond Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system.

Section 2. The Bond Registrar shall hold in safekeeping any Bond Forms delivered to it by the Issuer and not delivered at the Closing, as set forth in the form of Receipt attached hereto as **EXHIBIT D**, and shall notify the Issuer of any need for additional Bond Forms in sufficient time

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to permit an adequate supply to be available for the purposes set forth in Section 1(a)(ii) and Section 4 of this Agreement.

Section 3. So long as any of the Bonds remain outstanding, the Bond Registrar will keep and maintain, at its designated corporate trust office, the Bond Register, initially its Cincinnati, Ohio corporate trust office, on which it will maintain a current and accurate record of the names and addresses of the registered owners of the Bonds (the "*Owners*"), and shall perform, without limitation, authentication, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Bonds, all in accordance with this Agreement, the Bond Legislation, Section 9.96 of the Ohio Revised Code, the DTC Letter and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and regulations, proposed regulations and rulings under that Section 149(a).

As used in this Section:

"*Book Entry Form*" or "*Book Entry System*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the Issuer and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the Issuer or the Bond Registrar is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book Entry System to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in Book Entry Form, and includes and means initially DTC.

"*Participant*" means any participant contracting with a Depository under a Book Entry System and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Bonds shall be originally issued to a Depository for use in a Book Entry System and: (a) such Bonds shall be registered in the name of the Depository or its nominee, as Owner, and deposited with and retained in the custody of the Depository or its agent; (b) there shall be a single, fully registered Bond representing each maturity; and (c) such Bonds shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the Issuer as set forth in the Bond Legislation. The owners of book entry interests in the Bonds shall not, except as provided in the Bond Legislation, have any right to receive Bonds in the form of physical securities or certificates. The Issuer and the Bond Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

Except as provided in subsection (c) of Section 9 of the Bond Ordinance, the Issuer and the Bond Registrar will recognize and treat the Depository as the owner of the Bonds for all

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purposes, including payment of debt charges, redemption and other notices and enforcement of remedies. Crediting of debt charge payments and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners, will be handled under arrangements among them.

Neither the Issuer nor the Bond Registrar shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the distribution by the Depository, Participants or others to the book entry interest owners of (a) payments of debt charges paid on the Bonds, or (b) redemption or other notices sent to the Depository as the registered owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a Book Entry System, the Issuer may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository pursuant to the Bond Legislation. If the Issuer does not or is unable to do so, the Issuer, after the Bond Registrar, at the direction of the Issuer, has made provision for notification of the owners of book entry interests in the Bonds by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository or its agent, and shall authenticate and deliver Bond certificates in fully registered form to the assignees of the Depository or its nominee. If the event is not the result of Issuer action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Bonds), of those persons requesting that authentication and delivery. Such replacement Bonds shall be in Authorized Denominations.

The Issuer and the Bond Registrar hereby covenant and agree to perform any and all of their respective duties and obligations arising out of the representations made by the Issuer in the DTC Letter.

Section 4. In accordance with the Bond Legislation and except as provided with respect to Bonds in Book Entry Form as provided in Section 3 hereof, the Bond Registrar shall:

(a) Exchange or transfer Bonds upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, and shall complete, authenticate and deliver new Bonds to the Owner or the new Owner of the transferred Bonds or its agent in an authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered. The new Bonds will bear interest at the same rate and mature on the same date as the surrendered Bonds.

(b) Record the exchange or transfer of any Bond on the Bond Register.

(c) If manual signatures on behalf of the Issuer are required, undertake the above actions only after the new Bonds are signed by the authorized officers of the Issuer.

(d) Complete the transfer or exchange, and completion, authentication and delivery of the new Bonds, in accordance with the standards and conditions applicable to registered corporate

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securities established in the Securities and Exchange Commission regulation §240.17 Ad-1 and -2 as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

(e) Give notice on behalf of the Issuer of any calls for redemption of Bonds.

(f) Hold moneys provided by the Issuer for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners upon presentation and surrender of those Bonds.

Section 5. Every exchange or transfer of the Bonds will be made without charge to the Owners, except that the Issuer and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer.

Section 6. The Bonds shall be subject to optional [and mandatory] redemption prior to maturity as provided in the Bond Legislation. To exercise its right of optional redemption, the Issuer shall give written notice to the Bond Registrar of its election to redeem and of the redemption date and the principal amount of Bonds to be redeemed. That notice shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar. Upon receipt of such notice, the Bond Registrar shall give notice of redemption of Bonds, call Bonds, hold moneys provided by the Issuer for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners, all in accordance with the provisions of the Bond Legislation, this Agreement and the DTC Letter.

The Bond Registrar shall not be required to make any exchange or transfer of a Bond during the period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds to the Owners and ending at the close of business on the day of such mailing or to transfer or exchange any Bond selected for redemption, in whole or in part.

Section 7. The Bond Registrar shall complete, authenticate, deliver and register new Bonds to replace Bonds lost, stolen, destroyed or mutilated upon receiving written instructions to do so from the Director of Finance together with evidence of indemnification by the Owner of the Issuer and the Bond Registrar in a form satisfactory to the Issuer and the Bond Registrar.

Section 8. The Bond Registrar shall cancel any Bonds surrendered to it pursuant to the Bond Legislation for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Bonds shall be made to the Director of Finance by the Bond Registrar upon written request. Unless otherwise directed by the Issuer or other lawful authority, cancelled Bonds shall be retained and stored by the Bond Registrar for a period of seven (7) years. After that time, or at any earlier time as authorized by the Issuer, the cancelled Bonds may, at the direction of the Director of Finance, be either returned to the Issuer or destroyed by the Bond Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Bond Registrar to the Director of Finance.

Section 9. The Bond Registrar shall retain and store the Bond Register for seven (7) years after payment of all of the Bonds. At any time and upon request by the Issuer, the Bond Registrar shall permit the Issuer to inspect the Bond Register and will provide the Issuer with a

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copy of the Bond Register. The Bond Registrar and the Issuer acknowledge that pursuant to Section 9.96 of the Ohio Revised Code the Bond Register is not a "public record" under Ohio law. In the event of a request to the Bond Registrar by any person other than the Issuer for inspection of the Bond Register, the Bond Registrar shall notify the Director of Finance and will not permit that inspection unless it is approved by the Director of Finance, except that the Bond Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 10. The Bond Registrar shall pay the debt charges on the Bonds in accordance with the Bond Legislation and the DTC Letter, but only from money deposited with the Bond Registrar by the Issuer for that purpose. The Issuer shall cause funds to be on deposit with the Bond Registrar in an amount sufficient and available to pay the interest, or principal and interest, then to be due no later than 10:00 a.m. (Ohio time) on the business day immediately preceding the date on which that payment is to be made.

The Bond Registrar will keep and maintain records of its receipt of moneys from the Issuer and its disbursement of those moneys and will make those records available to the Director of Finance upon request.

Section 11. The Bond Registrar agrees to undertake **[**the**]** **[**all other**]** duties and obligations and to perform all services contemplated to be performed under this Agreement. For its ordinary services, the Issuer shall pay the Bond Registrar a **[**fee of $_____ at Closing, together with an annual fee of $_____ thereafter within forty-five (45) days of receipt of invoice from the Bond Registrar in each year that Bonds are outstanding,**]** **[**single one-time fee of $_____ within thirty (30) days after the Closing**]**, plus reasonable out-of-pocket expenses, disbursements and advances made by the Bond Registrar in accordance with the terms of this Agreement (including attorney fees and expenses), which the Bond Registrar hereby acknowledges to be the compensation due to it during the life of the Bonds for the performance of its ordinary services contemplated by this Agreement. If the Bond Registrar is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set forth herein but related thereto, the Bond Registrar shall promptly provide written notice thereof to the Issuer. Payment of the Bond Registrar's fees and expenses for such extraordinary services shall be made by the Issuer only after such notice and shall be subject to Issuer approval and appropriation of funds for that purpose.

Section 12. In the absence of bad faith on its part in the performance of its services under this Agreement, the Bond Registrar will be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

At any time, the Bond Registrar may apply to the Director of Finance for instructions, and may, with the consent of the Issuer, consult with bond counsel for the Issuer, or, in the discretion of the Bond Registrar, it may consult with its own counsel, as to anything arising in connection with the duties herein undertaken, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon such written instructions or upon the written opinions of such counsel; *provided*, *however*, that before relying upon the opinion of its own counsel it shall furnish to both the Issuer and to bond counsel for the Issuer a copy of such opinion.

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Section 13. No provision of this Agreement shall be construed to relieve the Bond Registrar from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that:

(a) the Bond Registrar shall not be liable for any error of judgment made in good faith by one of its officers unless it shall be proved that it was negligent in ascertaining the pertinent facts; and

(b) no provision of this Agreement shall require the Bond Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

Section 14. The Bond Registrar may resign as Bond Registrar at any time by giving ninety (90) days (or such shorter time as is approved in writing by the Director of Finance) written notice of resignation to the Issuer. The Bond Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the Issuer by the Director of Finance and delivered to the Bond Registrar. Upon the effectiveness of the resignation or termination, the Bond Registrar shall deliver to the Issuer, or such other person designated by the Issuer, the Bond Register and all other records (or copies of those records) pertaining to the Bonds and all Bond Forms and canceled Bonds.

Any corporation or association with or into which the Bond Registrar or any successor may be merged or converted or with which it or any successor may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which the Bond Registrar or any successor shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bond Registrar or any successor, shall be the successor of the Bond Registrar hereunder, if that successor corporation or association is otherwise eligible hereunder and is approved by the Director of Finance on behalf of the Issuer, without the signing or filing of any paper or any other act on the part of the parties hereto or the Bond Registrar or such successor corporation.

Section 15. Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the Issuer at 6131 Taylorsville Road, Huber Heights, Ohio 45424, Attention: Director of Finance and to the Bond Registrar at 425 Walnut Street, 6th Floor, Mail Station: CH-OH-W6CT, Cincinnati, Ohio 45202, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 16. Where a Bond certificate, for any reason, is in the possession of the Bond Registrar and has not been claimed by the Owner or cannot be delivered to the Owner through usual channels, the Bond Registrar shall, after the expiration of four (4) years from the date said certificate was issued, return said certificate to the Issuer to be held by the Issuer for the Owner or transferred in accordance with applicable laws. Any moneys deposited with the Bond Registrar for the payment of principal or interest that remain unclaimed by the person or persons entitled thereto at the end of four (4) years from the date those moneys became payable to that person or those persons, shall be returned to the Issuer, and thereafter any person entitled to payment of those moneys shall look only to the Issuer for payment thereof, regardless of whether that person may

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have in his possession a check for the payment of that interest or principal drawn by the Bond Registrar as agent of the Issuer.

Section 17. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the Issuer and the Bond Registrar.

Section 18. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 19. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be signed in several counterparts, each of which shall be deemed an original.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

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IN WITNESS WHEREOF, the parties hereto have signed this Bond Registrar Agreement as of the day and year first above written.

CITY OF HUBER HEIGHTS, OHIO

By: _____

Title: City Manager

By: _____

Title: Director of Finance

Approved as to form and correctness:

By: _____

Title: City Attorney

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

Draft of 2-10-2021

FISCAL OFFICER'S CERTIFICATE – BOND REGISTRAR AGREEMENT

As the fiscal officer of the City of Huber Heights, Ohio, I certify that the money required to meet the obligations of the Issuer during Fiscal Year 2021 under the foregoing Bond Registrar Agreement has been lawfully appropriated by the City Council of the Issuer for those purposes and is in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: May ___, 2021

_____

Director of Finance
City of Huber Heights, Ohio

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EXHIBIT A

BOND ORDINANCE

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE BOND ORDINANCE REFERRED TO IN THIS EXHIBIT A IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. ___.

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EXHIBIT B

CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT B IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. ___.

Draft of 2-10-2021

EXHIBIT C

$_____
City of Huber Heights, Ohio
Various Purpose Bonds, Series 2021

REQUEST TO AUTHENTICATE AND DELIVER

The City of Huber Heights, Ohio (the "*Issuer*"), by its undersigned officer, requests and authorizes U.S. Bank National Association, in Cincinnati, Ohio, as Bond Registrar under the Bond Registrar Agreement between the Issuer and the Bond Registrar dated May ___, 2021, and pertaining to the Bonds identified in the caption (the "*Bonds*"), to complete and to authenticate or cause to be authenticated, and to deliver on this date, the initial Bonds as authorized by Ordinances No. 2021-O-_____ and No. 2021-O-_____, each passed by the City Council of the Issuer on _____, 2021, and awarded to KeyBanc Capital Markets Inc. (the "*Original Purchaser*") by a Certificate of Award dated May ___, 2021 (collectively, the "*Bond Legislation*").

The Bonds shall be delivered to or on the order of the Original Purchaser upon payment in federal funds of $_____, which amount reflects (i) the purchase price of the Bonds in the amount of $_____, with no accrued interest, less (ii) a portion of the purchase price in the amount of $_____ which the Original Purchaser is [withholding to pay certain issuance expenses on behalf of the Issuer] [providing to the Bond Registrar for the further payment of certain issuance expenses], all in accordance with the Bond Legislation and the Bond Purchase Agreement dated May ___, 2021, between the Issuer and the Original Purchaser.

The Bonds to be initially authenticated and delivered will be dated May ___, 2021, and will bear interest and mature on the dates and in the principal amounts all as provided in the Certificate of Award.

The Bonds shall be fully registered, one for each maturity of the Bonds, numbered as determined by the Bond Registrar, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as designated by the Original Purchaser.

Dated: May ___, 2021

_____*[Exhibit – Not for Signature]*_____
Director of Finance
City of Huber Heights, Ohio

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EXHIBIT D

$_____
City of Huber Heights, Ohio
Various Purpose Bonds, Series 2021

BOND REGISTRAR'S CERTIFICATE OF COMPLETION, AUTHENTICATION AND RECEIPT FOR UNISSUED BONDS

U.S. Bank National Association, in Cincinnati, Ohio, as Bond Registrar under the Bond Registrar Agreement between it and the City of Huber Heights, Ohio, certifies that:

(a) The following individuals have signed, on behalf of the Bond Registrar as authenticating agent, the Certificate of Authentication appearing on the Bonds identified in the caption (the "*Bonds*") and initially delivered on this date, each being an officer or employee of the Bond Registrar duly qualified, empowered and authorized so to act on behalf of the Bond Registrar and holding the office or title set forth opposite the name:

Name	Signature Sample	Office or Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) All blanks on the Bonds requiring completion by the Bond Registrar have been properly, completely and accurately completed and verified by the Bond Registrar.

(c) The Bonds so completed and authenticated are in the denominations and registered in the names of the registered owners as directed in, and have been delivered in accordance with, the Issuer's Request to Authenticate and Deliver.

(d) The Bond Registrar has not received and does not retain control of any unissued or unauthenticated Bond certificates.

U.S. BANK NATIONAL ASSOCIATION, as Bond Registrar

Dated: May ___, 2021

By: *[Exhibit – Not for Signature]*

Title: _____

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[EXHIBIT E

DISPOSITION OF BOND PROCEEDS]

In accordance with the Bond Legislation and the Bond Purchase Agreement, the Bond Registrar shall establish a Cost of Issuance Fund. On the Closing Date, the Original Purchaser will pay to the Bond Registrar $_____ for deposit in the Cost of Issuance Fund.

From the Cost of Issuance Fund, the Bond Registrar will thereafter pay, on the Closing Date, as costs of issuance of the Bonds:

(a) $_____ to Squire Patton Boggs (US) LLP, Bond Counsel.

(b) $_____ to Moody's Investors Service, Inc.

(c) $_____ to _____ for providing and distributing the Preliminary Official Statement and the Official Statement.

(d) $_____ to the Bond Registrar as described in Sections 1(e) and 11 of this Agreement.

(e) $_____ to Bradley Payne, LLC., as Municipal Advisor.

(f) $_____ to U.S. Bank National Association, as Escrow Trustee (as described in the Bond Legislation).

(g) $_____ to the Ohio Municipal Advisory Council.

(h) $_____ as a contingency to provide for any other costs incidental to the issuance of the Bonds; in the event any amounts are not distributed, the Bond Registrar will provide an accounting to the Issuer of all expenses paid under this **EXHIBIT E** and any amounts not distributed will be distributed to the Issuer.

Upon the payment of the amounts described above, the Cost of Issuance Fund will be closed.

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FISCAL OFFICER'S CERTIFICATE

To the City Council of the City of Huber Heights, Ohio:

As fiscal officer of the City of Huber Heights, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of $1,560,000 (the "*Bonds*"), for the purpose of paying the costs of constructing a Veterans Memorial including but not limited to installing granite monuments, plaques, walkways, landscaping and signage, together with related site improvements and necessary appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.

2. The maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Ohio Revised Code, is twenty (20) years.

Dated: February 16, 2021

Director of Finance
City of Huber Heights, Ohio

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $1,560,000 FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING A VETERANS MEMORIAL INCLUDING BUT NOT LIMITED TO INSTALLING GRANITE MONUMENTS, PLAQUES, WALKWAYS, LANDSCAPING AND SIGNAGE, TOGETHER WITH RELATED SITE IMPROVEMENTS AND NECESSARY APPURTENANCES THERETO.

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is twenty (20) years.

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denomination of $5,000 or any integral multiple in excess thereof.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Purchase Agreement, the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"*Bond Registrar*" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Bonds*" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Certificate of Award*" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"*City*" means the City of Huber Heights, Ohio.

"*City Manager*" means the City Manager of the City or any person serving in an interim or acting capacity with respect to that office.

"*Clerk of Council*" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 9(c).

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Director of Finance*" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section 3(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section 3(e)(i).

"*Original Purchaser*" means the purchaser of the Bonds specified in the Certificate of Award.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"*Principal Payment Dates*" means, unless otherwise specified in the Certificate of Award, December 1 in each of the years from and including 2021 to and including 2040; *provided* that the first Principal Payment Date may be deferred up to one year and the last Principal Payment Date may be deferred up to one year or advanced by such number of years as determined necessary by the Director of Finance, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"*Purchase Agreement*" means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 6.

"*Registrar Agreement*" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 4.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Rule*" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"*SEC*" means the Securities and Exchange Commission.

"*Serial Bonds*" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"*Term Bonds*" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $1,560,000 (the "*Bonds*") for the purpose of paying the costs of constructing a Veterans Memorial including but not limited to installing granite monuments, plaques, walkways, landscaping and signage, together with related site improvements and necessary appurtenances thereto (the "*Improvement*"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the Director of Finance in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Outstanding Notes, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award, and in the Purchase Agreement and/or the Registrar Agreement) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal

amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of $5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be

Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of $5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, each $5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the $5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as

requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar 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 Registrar 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 Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award, the Purchase Agreement and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before

the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase 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 Purchase Agreement or amendments thereto.

The Mayor, the City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the City Manager, the Director of Finance, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest

thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The City Manager and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The City Manager and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure 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 Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely

provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the City Attorney and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award, the Purchase Agreement and/or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. 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, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. 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 Purchase Agreement and/or the Registrar 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 of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. 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 issuance and sale of the Bonds. 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 Purchase Agreement and/or the Registrar 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 of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 12. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditors of Miami and Montgomery Counties, Ohio.

Section 13. Satisfaction of Conditions for Bond Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in

the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 14. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 15. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted 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

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

AI-7441 **Topics of Discussion**

Council Work Session

Meeting Date: 02/16/2021

Issuance of Bonds - Refinancing - Rose Music Center - $7,940,000

Submitted By:	Jim Bell		
Department:	Finance	**Division:**	Accounting
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	02/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

* Issuance of Bonds - Refinancing - Rose Music Center - $7,940,000

Purpose and Background

Three-year notes are coming due on June 1, 2021 and need to be refinanced. These notes will be refinanced into long-term bonds in the maximum principal amount of $7,940,000 for the purpose of paying the costs of improving the City's municipal recreation facilities by constructing, equipping and furnishing a multi-purpose facility (Rose Music Center). With the issuance of these bonds, the Rose Music Center will be fully financed in long-term debt issues.

This legislation is to authorize refinancing existing notes in the amount of $7,940,000 to long-term bonds. The new bonds will have final maturity in 2043 which matches current outstanding bonds for the Rose Music Center. The maximum interest rate to finance these bonds is estimated to be no more than 2.00%, but likely closer to 1.50%. The maximum annual debt payment is estimated to be $418,000 and funds are available in the Montgomery County TIF Fund.

City Staff recommend a first reading of the bond ordinance at the February 22, 2021 City Council Meeting with final approval at the March 8, 2021 City Council Meeting. This legislation is non-emergency legislation, so it becomes effective on April 7, 2021 which allows enough time for the bonds to be priced, sold and closed prior to the maturity of the current notes on June 1, 2021.

Fiscal Impact

Source of Funds:	Bonds
Cost:	$7,940,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	N/A

Financial Implications:

The three-year notes are coming due on 6/1/21 and need to be refinanced. These notes will be refinanced into 20 year bonds in the maximum principal amount of $7,940,000 for the purpose of paying the costs of improving the City's municipal recreation facilities by constructing, equipping and furnishing a multi-purpose facility (Rose Music Center). With the issuance of these bonds, the Rose Music Center will be fully financed in long-term debt issues.

Attachments

Bond Purchase Agreement

Bond Registrar Agreement

Fiscal Officer Certificate
Ordinance

BOND PURCHASE AGREEMENT

KeyBanc Capital Markets Inc. (the "*Underwriter*") and the City of Huber Heights, Ohio (the "*Issuer*"), enter into this Bond Purchase Agreement dated May ___, 2021 (this "*Agreement*"), for the purchase by the Underwriter from the Issuer of certain bonds proposed to be issued by the Issuer, as described below.

In consideration of their mutual covenants and agreements, the Underwriter and the Issuer agree as follows:

Section 1. Description of and Agreement to Purchase the Bonds. Upon and subject to the terms, conditions and provisions set forth in this Agreement, the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, all (but not less than all) of the following bonds to be issued by the Issuer: $_____ Various Purpose Bonds, Series 2021 (the "*Bonds*"). The Bonds are being issued under and will have the terms determined in or pursuant to the Bond Legislation.

The Bonds will be dated as of the Closing Date and will mature on December 1 of each year and bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rates per year, payable on June 1 and December 1 of each year, commencing December 1, 2021, all as provided for in the Bond Legislation.

The interest rate and the principal amount for each year in which the Bonds mature are contained in the Certificate of Award dated May ___, 2021, which is attached hereto and incorporated herein by reference.

Section 2. Purchase Price; Public Offering. The purchase price of the Bonds shall be $_____ (the "*Purchase Price*"), calculated as follows:

Principal amount	$ xx,xxx,xxx.xx
Plus **[**net**]** original issue premium	xx,xxx.xx
Less Underwriter's fees and expenses	(xx,xxx.xx)
Purchase Price	$ xx,xxx,xxx.xx

The Underwriter is authorized to retain $_____ (the "*Retainage*") from the Purchase Price to pay certain costs of issuance of the Bonds on behalf of the Issuer as described in Section 11 hereof. Thus, the amount to be received by the Issuer for the Bonds on the Closing Date is $_____.

The Underwriter intends to make an initial bona fide public offering of the Bonds of each maturity at prices not in excess of the offering prices set forth on the inside cover page of the Official Statement, and may subsequently change those offering prices. In addition to any reporting requirements set forth in Section 9, the Underwriter agrees to notify the Issuer of such changes if they occur prior to the Closing Date, but failure to so notify the Issuer will not invalidate those changes. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower or yields higher than such offering price or prices or yields.

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Section 3. Definitions of Certain Words and Terms. In addition to the words and terms defined elsewhere in this Agreement and the Bond Legislation, the following words and terms as used in this Agreement shall have the following meanings, unless another meaning is plainly intended:

"*Basic Documents*" means the Bond Legislation, the Bond Registrar Agreement and this Agreement.

"*Bond Counsel*" means the law firm of Squire Patton Boggs (US) LLP.

"*Bond Legislation*" means, collectively, the Bond Ordinance and the Certificate of Award, both attached as **EXHIBIT A** to this Agreement.

"*Bond Ordinance*" means, collectively, Ordinances No. 2021-O-_____ and No. 2021-O-_____, each passed by the City Council on _____, 2021, authorizing the issuance and sale of the Bonds.

"*Bond Registrar*" means The Huntington National Bank, in Columbus, Ohio.

"*Bond Registrar Agreement*" means the Bond Registrar Agreement, dated as of the Closing Date, relating to the Bonds and between the Issuer and the Bond Registrar.

"*Certificate of Award*" means the Certificate of Award authorized by the Bond Ordinance in which the Fiscal Officer has determined certain terms of the Bonds and their sale.

"*City Council*" means the City Council of the Issuer.

"*Closing*" means delivery of the Bonds to or for the account of and payment for the Bonds by the Underwriter.

"*Closing Date*" means May ___, 2021.

"*Continuing Disclosure Agreement*" means an agreement as authorized by subsection 9(c) of the Bond Ordinance, to be signed and delivered by the Issuer and which shall constitute the continuing disclosure agreement made by the Issuer for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

"*DTC*" means The Depository Trust Company.

"*Fiscal Officer*" means the Director of Finance of the Issuer.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Municipal Advisor*" means Bradley Payne, LLC.

"*Official Statement*" means the final Official Statement relating to the Bonds, substantially in the form of the Preliminary Official Statement, with such modifications,

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completions, changes and supplements as may be approved by the Underwriter and by the Issuer.

"*Preliminary Official Statement*" means the Preliminary Official Statement relating to the Bonds, dated _____, 2021.

"*Rule*" means SEC Rule 15c2-12.

"*Rule G-17 Letter*" means the letter dated _____, 2021 from the Underwriter to the Issuer relating to certain disclosures required to be made by the Underwriter pursuant to MSRB Rule G-17.

"*SIFMA*" means the Securities Industry and Financial Markets Association.

"*Tax Exemption*" means the exclusion from gross income of interest on the Bonds for federal income tax purposes and the exemption of interest on the Bonds from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax.

Unless otherwise indicated, reference to a "Section" is to a section of this Agreement.

Section 4. Representations, Warranties and Covenants of the Issuer. The Issuer represents, warrants and covenants as of the date of this Agreement and as of the Closing Date, as follows:

(a) The Issuer is a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and the City Charter and has full power and authority thereunder and under the Bond Legislation to: (i) enter into this Agreement, the Continuing Disclosure Agreement and the Bond Registrar Agreement; (ii) issue, sell and deliver the Bonds as provided in this Agreement; and (iii) perform its obligations under and as contemplated in the Basic Documents, the Continuing Disclosure Agreement and the Bonds.

(b) The City Council has duly passed the Bond Ordinance, which authorizes (i) the execution and delivery of the Certificate of Award, (ii) the execution, delivery and due performance of the Basic Documents, the Continuing Disclosure Agreement and the Bonds, and (iii) the taking of any action as may be required on the part of the Issuer to consummate the transactions contemplated in the Basic Documents, the Continuing Disclosure Agreement and the Bonds. All necessary approvals of those transactions have been obtained and, except as may be required under the securities laws of any state, there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer in connection with any of the foregoing transactions.

(c) The Bonds will conform to their description in the Official Statement. When delivered to and paid for by the Underwriter, the Bonds will have been duly authorized, executed, issued, and delivered by, and will constitute valid and legal general obligations of, the Issuer, and the principal of and interest on the Bonds, unless paid from other sources and subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other

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laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity, to the exercise of judicial discretion, and to limitations on legal remedies against public entities, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the Issuer and other sources (if any) as described in the Bond Legislation.

(d) The execution and delivery of this Agreement, the Certificate of Award, the Bonds, the Continuing Disclosure Agreement and the Bond Registrar Agreement, the passage of the Bond Ordinance, and compliance with the provisions of this Agreement and of those documents, (i) will not conflict with or result in a violation by the Issuer of the Ohio Constitution, or any laws of the State of Ohio, the City Charter or of any other applicable jurisdiction, including (without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the Issuer), and (ii) will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, ordinance, indenture, trust agreement, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it is bound.

(e) To the knowledge of the Issuer officials signing the Bonds:

(i) No litigation or administrative action or proceeding is pending or threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, or the levy and collection of taxes anticipated to pay the debt charges on the Bonds, or contesting or questioning the proceedings and authority under which the Bonds are to be authorized, issued, sold, signed or delivered or the validity of the Bonds, and, specifically, no judicial action or proceeding challenging the validity of the Bonds has been commenced by personal service on the Issuer's chief executive officer or legal officer or Fiscal Officer.

(ii) Neither the existence nor the boundaries of the Issuer nor the title to their respective offices of the present officers of the Issuer who are responsible for the authorization, issuance, signature and delivery of the Bonds is or are being contested in any judicial or administrative proceeding.

(iii) No authority or proceeding for the issuance or payment of or security for the Bonds has been repealed, revoked or rescinded.

(iv) No litigation or administrative action or proceeding is pending or threatened which contests or affects, in any way, the enforceability of the Basic Documents or the Bonds, the completeness or accuracy of the Official Statement, the powers or authority of the Issuer with respect to the Basic Documents, the Continuing Disclosure Agreement or the Bonds, or the exemption of the Bonds from registration with the United States Securities and Exchange Commission.

(v) No petitions for referendum with respect to any measure authorizing the issuance or payment of or security for the Bonds, or the carrying out of the governmental

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purposes to which the proceeds of the Bonds are to be applied, and no petitions seeking to initiate any measure affecting the same or the proceedings therefor, have been filed.

(f) The information contained in or incorporated by reference in the Preliminary Official Statement was as of its date and as it has been completed, revised or amended is, and as it may be further completed, revised or amended to the Closing Date will be, and the information contained in the Official Statement at the Closing Date will be, true and correct in all material respects. The Preliminary Official Statement did not, and the Official Statement as of the Closing Date will not, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. Any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant to Section 5 will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. The representations contained in this paragraph (f) do not apply to any information under the caption "UNDERWRITING" and in Appendices D and E in the Preliminary Official Statement, or under the caption "UNDERWRITING" and in Appendices D and E in the Official Statement, or to information with respect to offering prices, yields or CUSIP numbers on the inside cover page of the Official Statement.

(g) Prior to the Closing, the Issuer will have taken all actions necessary to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth in the Basic Documents, and (ii) the execution and delivery by the Issuer of the Bonds and of all such other instruments and the taking of all such other actions on the part of the Issuer as may be necessary or appropriate for the effectuation and consummation of the transactions contemplated by the Basic Documents and the Bonds. The Issuer will take such actions between the date of this Agreement and the Closing as are reasonably necessary to cause the warranties and representations contained in this Agreement to be true as of the Closing.

(h) The Issuer will not take or omit to take any action that will in any way result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Bond Legislation and certifications contained in the transcript of proceedings.

(i) The Issuer acknowledges and agrees that (i) it has received, acknowledged by signature of the Fiscal Officer, and returned to the Underwriter the Rule G-17 Letter, (ii) the purchase and sale described herein represents a negotiated transaction, (iii) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and not as an agent or a fiduciary to the Issuer with respect to this Agreement, (iv) the Underwriter's primary role in the transaction contemplated by this Agreement is to purchase the Bonds for resale to investors, (v) the Underwriter has provided advice with respect to the structure, timing or other similar matters concerning the Bonds as an underwriter and not as a fiduciary to the Issuer, (vi) the Underwriter's engagement in the transaction described herein and in the Basic Documents, and all discussions and undertakings leading up thereto, is solely in its capacity as an underwriter for its own account, and such engagement shall not be, or shall be construed to be, in any other capacity, (vii) the Underwriter has financial and other interests that differ from those of the Issuer and (viii) the Issuer is solely responsible for making its own judgments in connection with the transaction contemplated

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by this Agreement and in the Basic Documents, regardless of whether the Underwriter has advised or is currently advising the Issuer on any other matters, whether or not related to such transactions, and the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the sale of the Bonds.

(j) Except as described in the Preliminary Official Statement and the Official Statement, the Issuer has not failed during the previous five years to comply in all material respects with any previous continuing disclosure undertaking in a written contract or agreement of the type specified in paragraph (b)(5)(i) of the Rule.

Section 5. Official Statement. The Issuer has duly authorized the use and distribution, in accordance with applicable law, of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering and sale of the Bonds. As of its date, the Preliminary Official Statement was "deemed final" (except for permitted omissions) by the Issuer for purposes of SEC Rule 15c2-12(b)(1).

The Issuer will complete the final Official Statement for purposes of SEC Rule 15c2-12(b)(3) and (4), and will within seven business days after the date of this Agreement, and in no event later than two business days prior to the Closing Date, furnish to the Underwriter sufficient copies of the Official Statement, one of which will be signed on behalf of the Issuer. The Issuer authorizes the Underwriter to use and distribute the final Official Statement in connection with the Underwriter's delivery and distribution of the Bonds.

During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer shall notify the Underwriter if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If, in the judgment of the Underwriter or the Issuer, any such event requires that the Official Statement be amended or supplemented, the Issuer and the Underwriter will cooperate in the preparation of either amendments of or supplements to the Official Statement in form and substance mutually agreed upon by the Issuer and the Underwriter so that the Official Statement as so amended or supplemented will not, in light of the circumstances when the Official Statement as so amended or supplemented is delivered to any purchaser or potential customer, be misleading. The Issuer agrees that if the Official Statement is to be amended or supplemented in accordance with this paragraph, the Issuer will provide for and pay the reasonable costs of the preparation of such amendment or supplement and will furnish to the Underwriter a reasonable number of copies of such amendment or supplement.

For purposes of this Agreement, the "*End of the Underwriting Period*" is used as defined in the Rule and shall occur on the later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; provided that, unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

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Section 6. Blue Sky Qualification. The Issuer will cooperate with the Underwriter for the purpose if the Underwriter decides to qualify the Bonds under the securities laws of any jurisdiction, and will furnish the Underwriter with such information, execute such instruments, and take such other action as shall be necessary in the reasonable judgment of the Underwriter to effect registration or confirmation of exemption from registration of the Bonds under those laws. However, the Issuer does not consent and shall not be required with respect to the offer or sale of the Bonds to consent to suit or consent to general service of process in any jurisdiction.

Section 7. Closing, Delivery and Payment of the Bonds. The Closing will occur at or before 10:00 a.m., Ohio time, on the Closing Date, at or from the offices of Squire Patton Boggs (US) LLP, in Columbus, Ohio, or at such later time or other place upon which the Underwriter and the Issuer mutually agree.

The Bonds will be delivered to DTC or to its agent pursuant to the DTC-FAST system, if satisfactory to DTC, the Bond Registrar and the Underwriter, as fully registered Bonds in typewritten or xerographically reproduced form, registered in the name of a nominee of DTC, in respective denominations equal to the aggregate principal amount of Bonds of each maturity. The Bonds will be made available to DTC (or its agent) at least one business day prior to the Closing Date for the purposes of inspection and establishment of the book entry system for the Bonds as described in the Official Statement.

At the Closing, the Underwriter shall make payment for the Bonds in immediately available funds in accordance with the instructions the Issuer will provide to the Underwriter.

CUSIP identification numbers will be placed on the Bonds, but the Issuer will have no responsibility for the accuracy of those numbers. Neither the failure to place such numbers on any Bond nor any error with respect to any CUSIP numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any of the Bonds.

Section 8. Closing Documents. The Closing Documents shall be the following, each properly executed or certified or otherwise verified, dated as of such date and in such form as is satisfactory to Bond Counsel and the Underwriter:

(a) The legal opinion of Bond Counsel, substantially in the form of Appendix D to the Preliminary Official Statement.

(b) An appropriate certificate pursuant to the then current Sections 103 and 148 of the Internal Revenue Code of 1986, as amended.

(c) The Bond Ordinance, certified by the Clerk of Council, and the Certificate of Award and Continuing Disclosure Agreement, each executed by the Fiscal Officer.

(d) An executed counterpart of the Bond Registrar Agreement.

(e) One complete, true and correct manually executed copy of the Official Statement, and a certificate signed by the appropriate Issuer officials relating to the accuracy of the Official Statement.

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(f) Evidence reasonably satisfactory to the Underwriter that Moody's Investors Service, Inc., as identified in the Official Statement, has assigned a rating of "___" to the Bonds.

(g) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel may reasonably request in order to (i) enable Bond Counsel to render its opinion, or (ii) evidence compliance with legal requirements, or (iii) evidence the truth and accuracy, as of the date of this Agreement and as of the Closing Date, of the Issuer's representations and warranties contained in this Agreement or of the statements and information contained in the Official Statement as of its date and as of the Closing Date, or (iv) evidence the due performance or satisfaction by the Issuer on or prior to the Closing Date of all agreements then to be performed and all conditions then to have been or to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents identified or referred to in this Agreement shall be deemed to be in compliance with the provisions of this Agreement, if they are in form and substance satisfactory to the Underwriter. That satisfaction shall be conclusively evidenced by the Underwriter accepting and paying for the Bonds.

If the Issuer is unable to satisfy the conditions identified in this Agreement to the obligations of the Underwriter to purchase or to accept delivery of and to pay for the Bonds, or if those obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation under it, except that the respective obligations of the Issuer and the Underwriter set forth in Section 11 will continue in full force and effect.

Section 9. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **EXHIBIT B**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Municipal Advisor and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

(b) [Except as otherwise set forth in **Schedule A** attached to **EXHIBIT B**,] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "*10% test*") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

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[Schedule A and subsection (c) shall apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "*initial offering price*"), or at the corresponding yield or yields, set forth on **Schedule ___** attached to **EXHIBIT B**, except as otherwise set forth therein. **Schedule ___** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "*hold-the-offering-price rule*"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5^{th}) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (1) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (2) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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(i) "*public*" means any person other than an underwriter or a related party,

(ii) "*underwriter*" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "*sale date*" means the date of execution of this Agreement by all parties.

Section 10. Conditions to the Obligations of the Underwriter.

(a) The obligations of the Underwriter to purchase, and to accept delivery of and pay for, the Bonds will be subject to the completeness and correctness, on the date of this Agreement and on the Closing Date, of the representations and warranties of the Issuer made in this Agreement; to the performance by the Issuer of its obligations and covenants under this Agreement; and to the following additional conditions precedent:

(i) The Bonds, the Certificate of Award, this Agreement, the Continuing Disclosure Agreement and the Bond Registrar Agreement shall have been duly authorized and executed by the Issuer.

(ii) The Bond Ordinance shall have been duly passed by the Issuer and be effective.

(iii) All necessary actions of the Issuer relating to the Basic Documents, the Continuing Disclosure Agreement and the Bonds shall be in full force and effect without rescission or modification.

(iv) The Basic Documents and the Continuing Disclosure Agreement shall be in full force and effect and they and the Official Statement shall not have been amended, modified or supplemented (except with the consent of the Underwriter).

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(v) There shall have been taken, in connection with the issuance of the Bonds and with the transactions contemplated in this Agreement and in those documents, all such actions as in the opinion of Bond Counsel are legally necessary and appropriate.

(b) The Underwriter shall have the right to cancel its obligation to purchase, and to accept delivery of and pay for, the Bonds between the date of this Agreement and the Closing Date in any of the following cases:

(i) Legislation is enacted or favorably reported for passage by at least one house of the United States Congress (including any committee of such a house or a conference committee of Congress) or by the Ohio General Assembly (including any committee of a house of the Ohio General Assembly), or a federal court decision shall be rendered, or an official ruling, regulation or decision shall be made by a governmental agency or department having appropriate jurisdiction, any of which has the purpose or effect, directly or indirectly, of: (A) materially adversely affecting the Tax Exemption; (B) providing that the Bonds, or securities of the general character of the Bonds, will not be exempt from registration under the Securities Act of 1933, as amended and as then in effect; or (C) causing the issuance, offering or sale of the Bonds, or securities of the general character of the Bonds, to be in violation of any provision of the Securities Act of 1933, as amended and as then in effect or the Securities Exchange Act of 1934, as amended and as then in effect.

(ii) There exists any event or circumstance which either makes untrue or incorrect, in a material respect, any statement or information contained in the Official Statement, or is not reflected in the Official Statement but should be reflected in the Official Statement in order to make the statements and information contained in that Statement not misleading in any material respect.

(iii) There shall have occurred any new outbreak of hostilities directly involving the armed forces of the United States of America, or other new national or international calamity or crisis, other than such that represents the continuation, deterioration or escalation of existing hostilities, calamities or crises, and the effect of which on the financial markets of the United States of America is such that, in the reasonable opinion of the Underwriter, will materially adversely affect the market for the Bonds or make it impracticable for the Underwriter to sell the Bonds at the contemplated offering price(s) for them.

(iv) There is in force a general suspension of trading on the New York Stock Exchange or any other national securities exchange or general minimum or maximum prices for trading on any such national securities exchange shall have been fixed and be in force, or a general banking moratorium is declared by either federal, Ohio or New York authorities having jurisdiction and is in force.

(v) In the reasonable judgment of the Underwriter, the market price of the Bonds, or the market price of securities of the general character of the Bonds, would be adversely affected because either: additional material restrictions not in force as of the date of this Agreement shall have been imposed upon trading in securities generally by any

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federal, Ohio or New York governmental authority or by any United States national securities exchange; or the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose as to the Bonds or securities of the general character of the Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of the Underwriter.

(vi) There occurs any material adverse change in the financial affairs and condition of the Issuer from those reflected in or contemplated by the Official Statement.

(vii) A material disruption in the securities settlement, payment or clearance services shall have occurred.

If the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and no party shall be under further obligation hereunder; except that the obligations for the payment of expenses, as provided in Section 11 hereof, shall continue in full force and effect.

Section 11. Expenses.

(a) The Underwriter is responsible for paying, and will pay, the following Underwriter's expenses:

(i) Costs of marketing and advertising in selling the Bonds; costs incident to qualifying the Bonds for offer and sale under the securities or "blue sky" laws of such jurisdictions as may be selected by the Underwriter; and the Underwriter's other out-of-pocket expenses, incident to the issuance of the Bonds in the event that the Bonds are issued and delivered, or to preparation for issuance and delivery of the Bonds in the event that the Underwriter elects to cancel its obligations under, and pursuant to and in accordance with, this Agreement to purchase and pay for the Bonds.

(ii) Travel expenses of employees of the Underwriter incident to the issuance and delivery of the Bonds.

(iii) Fees and expenses of any legal counsel retained by the Underwriter regardless of whether the Bonds are issued and delivered.

(iv) Any fees of MSRB and SIFMA.

(v) Fees of the Ohio Municipal Advisory Council, CUSIP Service Bureau, DTC, i-Deal Monitor Access and Ipreo Muni Book Running.

(b) The Underwriter agrees to pay from the Retainage on behalf of the Issuer:

(i) The costs of printing and mailing or otherwise distributing the Preliminary Official Statement and the final Official Statement.

(ii) Fees and expenses of the Issuer's Municipal Advisor.

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(iii) Fees for the bond rating service.

(iv) Fees of the Bond Registrar.

(v) Fees and expenses of Bond Counsel.

(c) Within ninety (90) days after the Closing Date, the Underwriter will provide to the Issuer a detailed accounting of all the fees, costs and expenses paid by it on behalf of the Issuer pursuant to Section 11(b) and shall pay to the Issuer contemporaneously with that accounting any difference between the Retainage and the actual amount of those fees, costs and expenses paid by the Underwriter. The Issuer then shall be responsible for the payment of any such expenses in excess of the Retainage or previously incurred for which invoices are thereafter received, or for reimbursement of the Underwriter for payment of any such expenses that are initially paid thereafter by the Underwriter.

(d) The Issuer is responsible for paying, and will pay, the following: all other costs incidental to the issuance of the Bonds or preparation for that issuance, on-going or extraordinary fees of the Bond Registrar and travel expenses of Issuer employees, but excluding any fees and expenses required to be paid by the Underwriter pursuant to Section 11(a).

(e) As used in this section, "*employees*" means and includes employees, officers, officials and partners.

Section 12. Representations by the Underwriter. The Underwriter makes the following representations by the undersigned, as a duly authorized officer of the Underwriter, as the basis for the undertakings on its part herein contained:

(a) To the best of our knowledge and belief, the Underwriter is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on its ability to perform its duties and obligations under this Agreement.

(b) To the best of our knowledge and belief, the Underwriter is currently in compliance with, and not currently in violation of, any provisions of Ohio Revised Code Chapter 102 and Sections 2921.42, 2921.43 and 3517.13 which may be applicable to the Underwriter entering into this Agreement.

(c) To the best of our knowledge and belief, the Underwriter is not aware of any finding for recovery having been issued against it by the Auditor of the State of Ohio which is "unresolved" under Ohio Revised Code Section 9.24.

(d) This Agreement has been duly authorized, executed and delivered by the Underwriter and constitutes a valid and binding obligation of the Underwriter enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy laws and other laws affecting creditors' rights and the exercise of judicial discretion.

Section 13. No Third Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons, including any holders or

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purchasers (except the Underwriter) or beneficial owners of the Bonds, shall acquire or have any right under or by virtue of this Agreement. All representations, warranties, covenants and agreements of the Issuer shall remain in full force and effect regardless of any termination by or on behalf of the Underwriter and shall survive the delivery of the Bonds.

Section 14. Notice. Any notice or communication from one of the parties to another under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the:

(a) Issuer at 6131 Taylorsville Road, Huber Heights, Ohio 45424, Attention: Director of Finance.

(b) Underwriter at 88 East Broad Street, 7th Floor, Columbus, Ohio 43215, Attention: David C. Tiggett.

Section 15. Governing Law; Counterparts. This Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

Section 16. Nonassignability of Underwriter's Obligations. The obligations of the Underwriter under this Agreement shall not be subject to the assignment without the prior written consent of the Issuer. This shall not prevent the Underwriter from obtaining the participation of other investment firms as additional underwriters or members of a selling group.

Section 17. No Other Agreements. This Agreement supersedes any other agreements between the Issuer and the Underwriter relating to the same subject, and any such agreements shall be null and void upon the effectiveness of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

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IN WITNESS WHEREOF, the parties hereto have signed this Bond Purchase Agreement as of the day and year first above written.

CITY OF HUBER HEIGHTS, OHIO

By: _____

Title: City Manager

By: _____

Title: Director of Finance

Approved as to form and correctness:

By: _____

Title: City Attorney

KEYBANC CAPITAL MARKETS INC.

By: _____

Title: _____

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FISCAL OFFICER'S CERTIFICATE – BOND PURCHASE AGREEMENT

The undersigned, as the fiscal officer of the City of Huber Heights, Ohio, hereby certifies that the money required to meet the obligations of the Issuer during Fiscal Year 2021 under the foregoing Bond Purchase Agreement has been lawfully appropriated by the City Council of the Issuer for those purposes and is in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: May ___, 2021

_____

Director of Finance
City of Huber Heights, Ohio

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EXHIBIT A

BOND ORDINANCE AND CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND PURCHASE AGREEMENT IS INCLUDED, THE BOND ORDINANCE AND CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT A ARE CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TABS NO. ___ AND NO. ___, RESPECTIVELY.

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EXHIBIT B

Attachment B-1
to Tax Compliance Certificate
of Issuer

Pertaining to

$_____
City of Huber Heights, Ohio
Various Purpose Bonds, Series 2021
Dated May ___, 2021

UNDERWRITER'S CERTIFICATE

Draft of 2-10-2021

KeyBanc Capital Markets Inc. ("**KeyBanc**"), as underwriter for the bonds identified above (the "**Issue**"), issued by the City of Huber Heights, Ohio (the "**Issuer**"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) **Issue Price**.

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this Certificate, for each Maturity of the Issue, the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in the final Official Statement, dated May ___, 2021 for the Issue (the "**Sale Price**" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is $_____ (the "**Issue Price**").**]**

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii)):

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A (the "**Sale Price**" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, KeyBanc offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated May ___, 2021, for the Issue (the "**Initial Offering Prices**" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement dated May ___, 2021, between the Issuer and KeyBanc, KeyBanc has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is $_____ (the "**Issue Price**").**]**

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) KeyBanc offered, on or before the Sale Date, each Maturity of the Issue to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated May ___, 2021, for the Issue (the "**Initial Offering Prices**"). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule B. The aggregate of the Initial Offering Prices of each Maturity is $_____ (the "**Issue Price**").

(B) As set forth in the Bond Purchase Agreement, KeyBanc has agreed in writing that, (i) for each Maturity of the Issue, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Issue at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.**]**

[(B),(E), or (C)**]** **Definitions**. **[NOTE:** If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."**]**

["**Holding Period**" means, for each Hold-the-Offering-Price Maturity of the Issue, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May ___, 2021), or (ii) the date on which KeyBanc has sold at least 10% of such Maturity of the Issue to the Public at a price that is no higher than the Initial Offering Price for such Maturity.**]**

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"**Maturity**" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"**Public**" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

["**Sale Date**" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Issue. The Sale Date of the Issue is May ___, 2021.**]**

"**Underwriter**" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Issuer's Tax Compliance Certificate or in Attachment A to it.

(2) **Yield.** The Yield on the Issue is _____%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph (1), **[**and computed with the adjustments stated in paragraphs (5) and (6)**]**.

(3) **Weighted Average Maturity.** The weighted average maturity (defined below) of the Issue is _____years and the remaining weighted average maturity of the Outstanding Prior Issue is _____ of a year. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire issue.

(4) **Underwriter's Discount**. The Underwriter's discount is $_____, being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by KeyBanc to the Issuer for the Issue.

[For fixed rate bonds only: (5) **Discount Maturities Subject to Mandatory Early Redemption**. No Maturity that is subject to mandatory early redemption has a stated redemption price that exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of years to its weighted average maturity date.**]**

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[Or]

[For fixed rate bonds only: (5) **Discount Maturities Subject to Mandatory Early Redemption**. The stated redemption price at maturity of the Maturities that mature in the year**[**s**]** 20__, which Maturities are the only Maturities of the Issue that are subject to mandatory early redemption **[revise as appropriate]**, exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturities by more than one-fourth of 1% multiplied by the product of the stated redemption price at maturity and the number of years to the weighted average maturity date of such Maturities. Accordingly, in computing the Yield on the Issue stated in paragraph (2), those Maturities were treated as redeemed on each mandatory early redemption date at their present value rather than at their stated principal amount.**]**

[For fixed rate bonds only: (6) **Premium Maturities Subject to Optional Redemption**. No Maturity:

- Is subject to optional redemption within five years of the Issuance Date of the Issue.
- That is subject to optional redemption has an Initial Offering Price or Sale Price, as applicable, that exceeds its stated redemption price at maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of complete years to its first optional redemption date.**]**

[Or]

[For fixed rate bonds only: (6) **Premium Maturities Subject to Optional Redemption**. The Maturities that mature in the year**[**s**]** 20__ are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Issue stated in paragraph (2), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Issuance Date of the Issue.**]**

[Or]

[(6) **No Discount or Premium Maturities**. No Maturity was sold at an original issue discount or premium.**]**

[For fixed rate bonds only:] (5 or 6) **No Stepped Coupon Maturities**. No Maturity bears interest at an increasing interest rate.

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The signer is an officer of KeyBanc and duly authorized to execute and deliver this Certificate. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents KeyBanc's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: May ___, 2021

KEYBANC CAPITAL MARKETS INC.

By:_____

Title:_____

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[NOTE: If the general rule is used for each Maturity (i.e., actual sales of at least 10% of each Maturity), there is no schedule to attach if the initial offering prices set forth in the Official Statement for the Issue are the first prices at which at least 10% of each Maturity is sold. Otherwise, attach the following schedule showing the first price at which at least 10% of each Maturity was sold.**]**

[EITHER]

[If the issue price is determined using a combination of the general rule (actual sales) and hold-the-offering-price rule:

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(*Attached*)

[NOTE: With respect to each General Rule Maturity of the Issue whose Sale Price is not the Initial Offering Price, Schedule A should include each such Maturity's (i) maturity date, (ii) principal amount, (iii) coupon, and (iv) sale price (either as a stated amount, a percentage of a par, or as based on the yield of the Maturity). With respect to each Hold-the-Offering-Price Maturity of the Issue, each such Maturity should be referred to in Schedule A with reference to the final official statement for the Issue. For example, "The Hold-the-Offering Price Maturities are those Maturities of the Issue set forth on the [inside] cover of the final Official Statement, dated [_____], for the Issue that mature in the year[s] [_____, _____, and_____]."**]**

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*Attached*)**]**

[OR]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(*Attached*)**]**

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BOND REGISTRAR AGREEMENT

This BOND REGISTRAR AGREEMENT (the "*Agreement*") is made and entered into as of May ___, 2021, and under the circumstances summarized in the following recitals, by and between the City of Huber Heights, Ohio (the "*Issuer*"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter and U.S. Bank National Association, in Cincinnati, Ohio (the "*Bond Registrar*"), a national banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise corporate trust powers under the laws of the State of Ohio, in connection with the issuance and servicing of $_____ Various Purpose Bonds, Series 2021, dated May ___, 2021 (the "*Bonds*"):

A. By Ordinances No. 2021-O-_____ and No. 2021-O-_____, each passed by the City Council of the Issuer on _____, 2021 (collectively, the "*Bond Ordinance*"), certified copies of which are attached hereto as **EXHIBIT A**, and the Certificate of Award dated May ___, 2021 and signed by the Director of Finance pursuant to the Bond Ordinance (the "*Certificate of Award*" and together with the Bond Ordinance, the "*Bond Legislation*"), a copy of which is attached hereto as **EXHIBIT B**, the Issuer has authorized the issuance and sale of the Bonds.

B. By the Bond Legislation and pursuant to Section 9.96 and Chapter 133 of the Ohio Revised Code, the Issuer has appointed the Bond Registrar as its agent to act as authenticating agent, bond registrar, transfer agent and paying agent for and in connection with the Bonds, and has authorized and directed the Bond Registrar to keep all the books and records necessary for registration, exchange and transfer of the Bonds (the "*Bond Register*").

C. The Issuer has determined that the Bonds will be initially issued and issuable in book entry form, with one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("*DTC*"). The fully registered Bonds will be deposited with and retained in the custody of DTC or the Bond Registrar as its agent pursuant to any custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system for use in a book entry system. The Issuer has executed, and DTC has accepted, a Blanket Issuer Letter of Representations to DTC (the "*DTC Letter*") pertaining to the book entry system, a copy of which DTC Letter is included in the transcript of proceedings for the Bonds.

D. Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Bond Legislation.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer and the Bond Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Bonds:

(a) The Issuer will deliver to the Bond Registrar no later than two (2) business days prior to the day set for delivery of the Bonds to the Original Purchaser (the "*Closing*"):

(i) specimens of the signatures or facsimile signatures of the officers of the Issuer whose signatures or facsimile signatures appear on the Bonds;

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(ii) _____ (__) Bond certificates (one for each maturity of the Bonds), completed with numbers, principal amounts, and denominations and listing Cede & Co., as nominee for DTC, as the registered owner, to be delivered at the Closing and such additional bond forms with appropriate blank spaces to be filled in (the "*Bond Forms*"), in sufficient number to provide for future transfers, as agreed upon by the Issuer and the Bond Registrar; and

(iii) a completed Request to Authenticate and Deliver in the form attached hereto as **EXHIBIT C**.

(b) The Bond Registrar shall review the Bonds to be delivered at the Closing to confirm the numbers, principal amounts, interest rates, denominations and other pertinent information and record the name and address of Cede & Co., as nominee for DTC, as registered owner of the Bonds, in the Bond Register, all so as to permit delivery of those Bonds at the time and place of the Closing.

(c) No later than two (2) business days before the Closing, the Bond Registrar, through one or more duly authorized officers or employees, or through another authorized person acting as an agent of the Bond Registrar and approved by the Issuer, shall sign the Certificate of Authentication on each of the Bonds to be delivered at the Closing. At least two (2) business days prior to the Closing, the authenticated Bonds shall be delivered to DTC, or retained by the Bond Registrar as DTC's agent pursuant to a custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system, against a safekeeping receipt provided by DTC. No further disposition or release will be made of the Bonds or interests in the Bonds until payment for the Bonds has been made by KeyBanc Capital Markets Inc., in Columbus, Ohio (the "*Original Purchaser*"), to the Issuer in accordance with the instructions in the Request to Authenticate and Deliver.

(d) Upon confirmation by the Issuer of its receipt of payment of the purchase price for the Bonds, the Bond Registrar, on behalf of the Issuer, will contact DTC and authorize the release and delivery of the Bonds in accordance with the instructions in the Request to Authenticate and Deliver.

(e) **[**As requested by the Original Purchaser and in accordance with the Bond Legislation, the Bond Registrar shall establish a Cost of Issuance Fund and provide for the payment of certain Financing Costs as described in **EXHIBIT E**. Any balance remaining in the Cost of Issuance Fund after thirty (30) days from the date of this Agreement shall be forwarded to the Issuer and the Cost of Issuance Fund shall be closed. For this service, the Bond Registrar shall be paid a fee of $_____ at Closing.**]**

(f) The Issuer consents to the Bond Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system.

Section 2. The Bond Registrar shall hold in safekeeping any Bond Forms delivered to it by the Issuer and not delivered at the Closing, as set forth in the form of Receipt attached hereto as **EXHIBIT D**, and shall notify the Issuer of any need for additional Bond Forms in sufficient time

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to permit an adequate supply to be available for the purposes set forth in Section 1(a)(ii) and Section 4 of this Agreement.

Section 3. So long as any of the Bonds remain outstanding, the Bond Registrar will keep and maintain, at its designated corporate trust office, the Bond Register, initially its Cincinnati, Ohio corporate trust office, on which it will maintain a current and accurate record of the names and addresses of the registered owners of the Bonds (the "*Owners*"), and shall perform, without limitation, authentication, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Bonds, all in accordance with this Agreement, the Bond Legislation, Section 9.96 of the Ohio Revised Code, the DTC Letter and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and regulations, proposed regulations and rulings under that Section 149(a).

As used in this Section:

"*Book Entry Form*" or "*Book Entry System*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the Issuer and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the Issuer or the Bond Registrar is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book Entry System to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in Book Entry Form, and includes and means initially DTC.

"*Participant*" means any participant contracting with a Depository under a Book Entry System and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Bonds shall be originally issued to a Depository for use in a Book Entry System and: (a) such Bonds shall be registered in the name of the Depository or its nominee, as Owner, and deposited with and retained in the custody of the Depository or its agent; (b) there shall be a single, fully registered Bond representing each maturity; and (c) such Bonds shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the Issuer as set forth in the Bond Legislation. The owners of book entry interests in the Bonds shall not, except as provided in the Bond Legislation, have any right to receive Bonds in the form of physical securities or certificates. The Issuer and the Bond Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

Except as provided in subsection (c) of Section 9 of the Bond Ordinance, the Issuer and the Bond Registrar will recognize and treat the Depository as the owner of the Bonds for all

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purposes, including payment of debt charges, redemption and other notices and enforcement of remedies. Crediting of debt charge payments and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners, will be handled under arrangements among them.

Neither the Issuer nor the Bond Registrar shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the distribution by the Depository, Participants or others to the book entry interest owners of (a) payments of debt charges paid on the Bonds, or (b) redemption or other notices sent to the Depository as the registered owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a Book Entry System, the Issuer may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository pursuant to the Bond Legislation. If the Issuer does not or is unable to do so, the Issuer, after the Bond Registrar, at the direction of the Issuer, has made provision for notification of the owners of book entry interests in the Bonds by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository or its agent, and shall authenticate and deliver Bond certificates in fully registered form to the assignees of the Depository or its nominee. If the event is not the result of Issuer action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Bonds), of those persons requesting that authentication and delivery. Such replacement Bonds shall be in Authorized Denominations.

The Issuer and the Bond Registrar hereby covenant and agree to perform any and all of their respective duties and obligations arising out of the representations made by the Issuer in the DTC Letter.

Section 4. In accordance with the Bond Legislation and except as provided with respect to Bonds in Book Entry Form as provided in Section 3 hereof, the Bond Registrar shall:

(a) Exchange or transfer Bonds upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, and shall complete, authenticate and deliver new Bonds to the Owner or the new Owner of the transferred Bonds or its agent in an authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered. The new Bonds will bear interest at the same rate and mature on the same date as the surrendered Bonds.

(b) Record the exchange or transfer of any Bond on the Bond Register.

(c) If manual signatures on behalf of the Issuer are required, undertake the above actions only after the new Bonds are signed by the authorized officers of the Issuer.

(d) Complete the transfer or exchange, and completion, authentication and delivery of the new Bonds, in accordance with the standards and conditions applicable to registered corporate

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securities established in the Securities and Exchange Commission regulation §240.17 Ad-1 and -2 as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

(e) Give notice on behalf of the Issuer of any calls for redemption of Bonds.

(f) Hold moneys provided by the Issuer for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners upon presentation and surrender of those Bonds.

Section 5. Every exchange or transfer of the Bonds will be made without charge to the Owners, except that the Issuer and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer.

Section 6. The Bonds shall be subject to optional [and mandatory] redemption prior to maturity as provided in the Bond Legislation. To exercise its right of optional redemption, the Issuer shall give written notice to the Bond Registrar of its election to redeem and of the redemption date and the principal amount of Bonds to be redeemed. That notice shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar. Upon receipt of such notice, the Bond Registrar shall give notice of redemption of Bonds, call Bonds, hold moneys provided by the Issuer for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners, all in accordance with the provisions of the Bond Legislation, this Agreement and the DTC Letter.

The Bond Registrar shall not be required to make any exchange or transfer of a Bond during the period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds to the Owners and ending at the close of business on the day of such mailing or to transfer or exchange any Bond selected for redemption, in whole or in part.

Section 7. The Bond Registrar shall complete, authenticate, deliver and register new Bonds to replace Bonds lost, stolen, destroyed or mutilated upon receiving written instructions to do so from the Director of Finance together with evidence of indemnification by the Owner of the Issuer and the Bond Registrar in a form satisfactory to the Issuer and the Bond Registrar.

Section 8. The Bond Registrar shall cancel any Bonds surrendered to it pursuant to the Bond Legislation for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Bonds shall be made to the Director of Finance by the Bond Registrar upon written request. Unless otherwise directed by the Issuer or other lawful authority, cancelled Bonds shall be retained and stored by the Bond Registrar for a period of seven (7) years. After that time, or at any earlier time as authorized by the Issuer, the cancelled Bonds may, at the direction of the Director of Finance, be either returned to the Issuer or destroyed by the Bond Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Bond Registrar to the Director of Finance.

Section 9. The Bond Registrar shall retain and store the Bond Register for seven (7) years after payment of all of the Bonds. At any time and upon request by the Issuer, the Bond Registrar shall permit the Issuer to inspect the Bond Register and will provide the Issuer with a

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copy of the Bond Register. The Bond Registrar and the Issuer acknowledge that pursuant to Section 9.96 of the Ohio Revised Code the Bond Register is not a "public record" under Ohio law. In the event of a request to the Bond Registrar by any person other than the Issuer for inspection of the Bond Register, the Bond Registrar shall notify the Director of Finance and will not permit that inspection unless it is approved by the Director of Finance, except that the Bond Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 10. The Bond Registrar shall pay the debt charges on the Bonds in accordance with the Bond Legislation and the DTC Letter, but only from money deposited with the Bond Registrar by the Issuer for that purpose. The Issuer shall cause funds to be on deposit with the Bond Registrar in an amount sufficient and available to pay the interest, or principal and interest, then to be due no later than 10:00 a.m. (Ohio time) on the business day immediately preceding the date on which that payment is to be made.

The Bond Registrar will keep and maintain records of its receipt of moneys from the Issuer and its disbursement of those moneys and will make those records available to the Director of Finance upon request.

Section 11. The Bond Registrar agrees to undertake **[**the**]** **[**all other**]** duties and obligations and to perform all services contemplated to be performed under this Agreement. For its ordinary services, the Issuer shall pay the Bond Registrar a **[**fee of $_____ at Closing, together with an annual fee of $_____ thereafter within forty-five (45) days of receipt of invoice from the Bond Registrar in each year that Bonds are outstanding,**]** **[**single one-time fee of $_____ within thirty (30) days after the Closing**]**, plus reasonable out-of-pocket expenses, disbursements and advances made by the Bond Registrar in accordance with the terms of this Agreement (including attorney fees and expenses), which the Bond Registrar hereby acknowledges to be the compensation due to it during the life of the Bonds for the performance of its ordinary services contemplated by this Agreement. If the Bond Registrar is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set forth herein but related thereto, the Bond Registrar shall promptly provide written notice thereof to the Issuer. Payment of the Bond Registrar's fees and expenses for such extraordinary services shall be made by the Issuer only after such notice and shall be subject to Issuer approval and appropriation of funds for that purpose.

Section 12. In the absence of bad faith on its part in the performance of its services under this Agreement, the Bond Registrar will be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

At any time, the Bond Registrar may apply to the Director of Finance for instructions, and may, with the consent of the Issuer, consult with bond counsel for the Issuer, or, in the discretion of the Bond Registrar, it may consult with its own counsel, as to anything arising in connection with the duties herein undertaken, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon such written instructions or upon the written opinions of such counsel; *provided*, *however*, that before relying upon the opinion of its own counsel it shall furnish to both the Issuer and to bond counsel for the Issuer a copy of such opinion.

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Section 13. No provision of this Agreement shall be construed to relieve the Bond Registrar from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that:

(a) the Bond Registrar shall not be liable for any error of judgment made in good faith by one of its officers unless it shall be proved that it was negligent in ascertaining the pertinent facts; and

(b) no provision of this Agreement shall require the Bond Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

Section 14. The Bond Registrar may resign as Bond Registrar at any time by giving ninety (90) days (or such shorter time as is approved in writing by the Director of Finance) written notice of resignation to the Issuer. The Bond Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the Issuer by the Director of Finance and delivered to the Bond Registrar. Upon the effectiveness of the resignation or termination, the Bond Registrar shall deliver to the Issuer, or such other person designated by the Issuer, the Bond Register and all other records (or copies of those records) pertaining to the Bonds and all Bond Forms and canceled Bonds.

Any corporation or association with or into which the Bond Registrar or any successor may be merged or converted or with which it or any successor may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which the Bond Registrar or any successor shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bond Registrar or any successor, shall be the successor of the Bond Registrar hereunder, if that successor corporation or association is otherwise eligible hereunder and is approved by the Director of Finance on behalf of the Issuer, without the signing or filing of any paper or any other act on the part of the parties hereto or the Bond Registrar or such successor corporation.

Section 15. Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the Issuer at 6131 Taylorsville Road, Huber Heights, Ohio 45424, Attention: Director of Finance and to the Bond Registrar at 425 Walnut Street, 6th Floor, Mail Station: CH-OH-W6CT, Cincinnati, Ohio 45202, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 16. Where a Bond certificate, for any reason, is in the possession of the Bond Registrar and has not been claimed by the Owner or cannot be delivered to the Owner through usual channels, the Bond Registrar shall, after the expiration of four (4) years from the date said certificate was issued, return said certificate to the Issuer to be held by the Issuer for the Owner or transferred in accordance with applicable laws. Any moneys deposited with the Bond Registrar for the payment of principal or interest that remain unclaimed by the person or persons entitled thereto at the end of four (4) years from the date those moneys became payable to that person or those persons, shall be returned to the Issuer, and thereafter any person entitled to payment of those moneys shall look only to the Issuer for payment thereof, regardless of whether that person may

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have in his possession a check for the payment of that interest or principal drawn by the Bond Registrar as agent of the Issuer.

Section 17. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the Issuer and the Bond Registrar.

Section 18. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 19. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be signed in several counterparts, each of which shall be deemed an original.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

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IN WITNESS WHEREOF, the parties hereto have signed this Bond Registrar Agreement as of the day and year first above written.

CITY OF HUBER HEIGHTS, OHIO

By: _____

Title: City Manager

By: _____

Title: Director of Finance

Approved as to form and correctness:

By: _____

Title: City Attorney

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

Draft of 2-10-2021

FISCAL OFFICER'S CERTIFICATE – BOND REGISTRAR AGREEMENT

As the fiscal officer of the City of Huber Heights, Ohio, I certify that the money required to meet the obligations of the Issuer during Fiscal Year 2021 under the foregoing Bond Registrar Agreement has been lawfully appropriated by the City Council of the Issuer for those purposes and is in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: May ___, 2021

_____

Director of Finance
City of Huber Heights, Ohio

Draft of 2-10-2021

EXHIBIT A

BOND ORDINANCE

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE BOND ORDINANCE REFERRED TO IN THIS EXHIBIT A IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. ___.

Draft of 2-10-2021

EXHIBIT B

CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT B IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. ___.

Draft of 2-10-2021

EXHIBIT C

$_____
City of Huber Heights, Ohio
Various Purpose Bonds, Series 2021

REQUEST TO AUTHENTICATE AND DELIVER

The City of Huber Heights, Ohio (the "*Issuer*"), by its undersigned officer, requests and authorizes U.S. Bank National Association, in Cincinnati, Ohio, as Bond Registrar under the Bond Registrar Agreement between the Issuer and the Bond Registrar dated May ___, 2021, and pertaining to the Bonds identified in the caption (the "*Bonds*"), to complete and to authenticate or cause to be authenticated, and to deliver on this date, the initial Bonds as authorized by Ordinances No. 2021-O-_____ and No. 2021-O-_____, each passed by the City Council of the Issuer on _____, 2021, and awarded to KeyBanc Capital Markets Inc. (the "*Original Purchaser*") by a Certificate of Award dated May ___, 2021 (collectively, the "*Bond Legislation*").

The Bonds shall be delivered to or on the order of the Original Purchaser upon payment in federal funds of $_____, which amount reflects (i) the purchase price of the Bonds in the amount of $_____, with no accrued interest, less (ii) a portion of the purchase price in the amount of $_____ which the Original Purchaser is [withholding to pay certain issuance expenses on behalf of the Issuer] [providing to the Bond Registrar for the further payment of certain issuance expenses], all in accordance with the Bond Legislation and the Bond Purchase Agreement dated May ___, 2021, between the Issuer and the Original Purchaser.

The Bonds to be initially authenticated and delivered will be dated May ___, 2021, and will bear interest and mature on the dates and in the principal amounts all as provided in the Certificate of Award.

The Bonds shall be fully registered, one for each maturity of the Bonds, numbered as determined by the Bond Registrar, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as designated by the Original Purchaser.

Dated: May ___, 2021

_____*[Exhibit – Not for Signature]*_____
Director of Finance
City of Huber Heights, Ohio

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EXHIBIT D

$_____
City of Huber Heights, Ohio
Various Purpose Bonds, Series 2021

BOND REGISTRAR'S CERTIFICATE OF COMPLETION, AUTHENTICATION AND RECEIPT FOR UNISSUED BONDS

U.S. Bank National Association, in Cincinnati, Ohio, as Bond Registrar under the Bond Registrar Agreement between it and the City of Huber Heights, Ohio, certifies that:

(a) The following individuals have signed, on behalf of the Bond Registrar as authenticating agent, the Certificate of Authentication appearing on the Bonds identified in the caption (the "*Bonds*") and initially delivered on this date, each being an officer or employee of the Bond Registrar duly qualified, empowered and authorized so to act on behalf of the Bond Registrar and holding the office or title set forth opposite the name:

Name	Signature Sample	Office or Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) All blanks on the Bonds requiring completion by the Bond Registrar have been properly, completely and accurately completed and verified by the Bond Registrar.

(c) The Bonds so completed and authenticated are in the denominations and registered in the names of the registered owners as directed in, and have been delivered in accordance with, the Issuer's Request to Authenticate and Deliver.

(d) The Bond Registrar has not received and does not retain control of any unissued or unauthenticated Bond certificates.

U.S. BANK NATIONAL ASSOCIATION, as Bond Registrar

Dated: May ___, 2021

By: *[Exhibit – Not for Signature]*

Title: _____

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[EXHIBIT E

DISPOSITION OF BOND PROCEEDS]

In accordance with the Bond Legislation and the Bond Purchase Agreement, the Bond Registrar shall establish a Cost of Issuance Fund. On the Closing Date, the Original Purchaser will pay to the Bond Registrar $_____ for deposit in the Cost of Issuance Fund.

From the Cost of Issuance Fund, the Bond Registrar will thereafter pay, on the Closing Date, as costs of issuance of the Bonds:

(a) $_____ to Squire Patton Boggs (US) LLP, Bond Counsel.

(b) $_____ to Moody's Investors Service, Inc.

(c) $_____ to _____ for providing and distributing the Preliminary Official Statement and the Official Statement.

(d) $_____ to the Bond Registrar as described in Sections 1(e) and 11 of this Agreement.

(e) $_____ to Bradley Payne, LLC., as Municipal Advisor.

(f) $_____ to U.S. Bank National Association, as Escrow Trustee (as described in the Bond Legislation).

(g) $_____ to the Ohio Municipal Advisory Council.

(h) $_____ as a contingency to provide for any other costs incidental to the issuance of the Bonds; in the event any amounts are not distributed, the Bond Registrar will provide an accounting to the Issuer of all expenses paid under this **EXHIBIT E** and any amounts not distributed will be distributed to the Issuer.

Upon the payment of the amounts described above, the Cost of Issuance Fund will be closed.

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SUPPLEMENTAL
FISCAL OFFICER'S CERTIFICATE

To the City Council of the City of Huber Heights, Ohio:

As fiscal officer of the City of Huber Heights, Ohio, and supplementing the certificates of April 18, 2013, October 8, 2013, May 6, 2014, August 7, 2014, October 7, 2014, April 22, 2015 and March 10, 2016, I certify in connection with your proposed issue of bonds in the maximum principal amount of $7,940,000 (the "*Bonds*"), for the purpose of paying the costs of improving the City's municipal recreation facilities by constructing, equipping and furnishing a multi-purpose facility, including among other amenities, concession facilities, restrooms, parking facilities, landscaping and related driveways and roads, and acquiring real estate and interests therein, together with all necessary and related appurtenances thereto (the "*Permanent Improvement*"), that:

1. The estimated life or period of usefulness of the Permanent Improvement is at least five (5) years.

2. The maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Ohio Revised Code, is twenty-three (23) years, being my estimate of the life or period of usefulness of that Permanent Improvement. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than twenty-three (23) years but in excess of five years, then the maximum maturity of the Bonds would still be twenty-three (23) years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of twenty-three (23) years.

Dated: February 16, 2021

Director of Finance
City of Huber Heights, Ohio

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $7,940,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S MUNICIPAL RECREATION FACILITIES BY CONSTRUCTING, EQUIPPING AND FURNISHING A MULTI-PURPOSE FACILITY, INCLUDING AMONG OTHER AMENITIES, CONCESSION FACILITIES, RESTROOMS, PARKING FACILITIES, LANDSCAPING AND RELATED DRIVEWAYS AND ROADS, AND ACQUIRING REAL ESTATE AND INTERESTS THEREIN, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO.

WHEREAS, pursuant to Ordinance No. 2003-O-1409 passed April 28, 2003 (the "*Montgomery County Area TIF Ordinance*") and Ohio Revised Code Section 5709.40, this Council has exempted from taxation certain Improvements (as that term is defined in Ohio Revised Code Section 5709.40) to certain parcels of real property located within the City, required the owners of those parcels to pay service payments in lieu of real property taxes (the "*Service Payments*") in respect of those Improvements, and identified certain public infrastructure improvements that directly benefit those parcels of real property; and

WHEREAS, pursuant to Ordinance No. 2005-O-1589 passed August 22, 2005 (the "*Miami County Area TIF Ordinance*" and collectively with the Montgomery County Area TIF Ordinance, the "*TIF Ordinances*") and Ohio Revised Code Section 5709.40, this Council has exempted from taxation certain Improvements to certain parcels of real property located within the City, required the owners of those parcels to pay Service Payments in respect of those Improvements, and identified certain public infrastructure improvements that directly benefit those parcels of real property; and

WHEREAS, this Council has determined that the Permanent Improvement as described in Section 2 will directly benefit the parcels of real property described in the TIF Ordinances and the Permanent Improvement is determined to be a Phase II Improvement (as defined in the TIF Ordinances); and

WHEREAS, pursuant to the TIF Ordinances and Ohio Revised Code Section 5709.43, the respective Service Payments received by the City have been and shall continue to be deposited in the Montgomery County Municipal Public Improvement Tax Increment Equivalent Fund and the Miami County Municipal Public Improvement Tax Increment Equivalent Fund, as the use may be, and used to pay debt charges on the notes and bonds issued to finance the respective public infrastructure improvements identified in the TIF Ordinances (including the Permanent Improvement); and

WHEREAS, pursuant to Ordinance No. 2018-O-2318 passed April 9, 2018, notes in anticipation of bonds in the aggregate amount of $7,900,000, dated May 29, 2018 (the "*Outstanding Notes*"), were issued for the purpose stated in Section 2, to mature on June 1, 2021; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Bonds described in Section 2 and other funds available to the City; and

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Permanent Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Permanent Improvement is at least five (5) years and that the maximum maturity of the Bonds is twenty-three (23) years; and

WHEREAS, a public hearing relating to the Permanent Improvement described in Section 2 and the plan of finance for the Permanent Improvement, including the issuance of the Bonds, was held by this City Council commencing at __:__ p.m. on _____, 2021, at the offices of this City Council, 6131 Taylorsville Road, Huber Heights, Ohio, following reasonable public

notice published in advance of such hearing, all in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, and the requisite "public approval" required by that Section 147(f) is hereby granted by this Ordinance;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denomination of $5,000 or any integral multiple in excess thereof.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Purchase Agreement, the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"*Bond Registrar*" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Bonds*" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Certificate of Award*" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"*City*" means the City of Huber Heights, Ohio.

"*City Manager*" means the City Manager of the City or any person serving in an interim or acting capacity with respect to that office.

"*Clerk of Council*" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 9(c).

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Director of Finance*" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section 3(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section 3(e)(i).

"*Original Purchaser*" means the purchaser of the Bonds specified in the Certificate of Award.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"*Principal Payment Dates*" means, unless otherwise specified in the Certificate of Award, December 1 in each of the years from and including 2021 to and including 2043; *provided* that the last Principal Payment Date may be advanced by such number of years as determined necessary by the Director of Finance, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"*Purchase Agreement*" means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 6.

"*Registrar Agreement*" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 4.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Rule*" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"*SEC*" means the Securities and Exchange Commission.

"*Serial Bonds*" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"*Term Bonds*" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $7,940,000 (the "*Bonds*") for the purpose of paying the costs of improving the City's municipal recreation facilities by constructing, equipping and furnishing a multi-purpose facility, including among other amenities, concession facilities, restrooms, parking facilities, landscaping and related driveways and roads, and acquiring real estate and interests therein, together with all necessary and related appurtenances thereto (the "*Permanent Improvement*"). The Permanent Improvement will directly benefit the parcels of real property described in the respective TIF Ordinances and the Permanent Improvement is hereby determined to be a Phase II Improvement (as defined in the TIF Ordinances). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the Director of Finance in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Outstanding Notes, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award, and in the Purchase Agreement and/or the Registrar Agreement) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal

Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of $5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of $5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, each $5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the $5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and

unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities, *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar 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 Registrar 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

Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award, the Purchase Agreement and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a

maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase 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 Purchase Agreement or amendments thereto.

The Mayor, the City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the City Manager, the Director of Finance, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax

shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent Service Payments deposited into the Montgomery County Municipal Public Improvement Tax Increment Equivalent Fund or the Miami County Municipal Public Improvement Tax Increment Equivalent Fund created pursuant to Section 5709.43(A) of the Ohio Revised Code and the respective TIF Ordinances are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of the Service Payments so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, and to the extent not paid from the Service Payments, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the two preceding paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds,

setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The City Manager and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The City Manager and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure 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 Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as

appropriate, the City Attorney and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award, the Purchase Agreement and/or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. 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, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. 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 Purchase Agreement and/or the Registrar 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 of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. 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 issuance and sale of the Bonds. 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 Purchase Agreement and/or the Registrar 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 of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 12. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditors of Miami and Montgomery Counties, Ohio.

Section 13. Satisfaction of Conditions for Bond Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to

Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 14. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 15. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted 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

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

AI-7431 **Topics of Discussion** C.

Council Work Session

Meeting Date: 02/16/2021

Purchase of Mini Excavator - Public Works Division

Submitted By:	Linda Garrett		
Department:	Public Works	**Division:**	Public Works
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	02/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

Purchase of Mini Excavator - Public Works Division

Purpose and Background

The Public Works Division requests authorization to purchase one (1) Mini Excavator.

Fiscal Impact

Source of Funds:	226.401.5740
Cost:	$43,239.50
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO AWARD PURCHASE FOR (1) BOBCAT E60 MINI EXCAVATOR AND APPURTENANT EQUIPMENT THERETO FOR THE PUBLIC WORKS DIVISION AND WAIVING THE FORMAL BIDDING REQUIREMENTS.

WHEREAS, the Public Works Division recognizes its obligation and need to safely maintain City properties and for efficient operations; and

WHEREAS, pricing for a Bobcat E60 Mini Excavator and appurtenant equipment meeting the specifications of the Public Works Division is available through the Ohio State Contract-STS 800704; and

WHEREAS, the funds for the purchase are available within the Public Works Division's capital funds for Fiscal Year 2021.

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

Section 1. In accordance with Section 171.09 of the City's Codified Ordinances, Council hereby waives the requirements to formally bid the purchase of one (1) Bobcat E60 Mini Excavator and appurtenant equipment; and in accordance with Section 171.12(a)(1) of the City's Codified Ordinances, Council hereby waives the requirements to formally bid the purchase of one (1) Bobcat E60 Mini Excavator and appurtenant equipment.

Section 2. The City Manager is hereby authorized to purchase one (1) Bobcat E60 Mini Excavator and appurtenant equipment thereto for the Public Works Division from Clark Equipment Company DBA Bobcat Company, 250 East Beaton Drive, P.O. Box 6000, West Fargo, North Dakota, 58078 for Fiscal Year 2021 in an amount not to exceed $44,000.00.

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

AI-7432 **Topics of Discussion** D.

Council Work Session

Meeting Date: 02/16/2021

Purchase of Forklift - Public Works Division

Submitted By: Linda Garrett

Department: Public Works **Division:** Public Works

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 02/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Purchase of Forklift - Public Works Division

Purpose and Background

The Public Works Division requests authorization to purchase one (1) Forklift.

Fiscal Impact

Source of Funds: Various Funds

Cost: $28,646.00

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE (1) FORKLIFT TRUCK AND WAIVING THE FORMAL BIDDING REQUIREMENTS.

WHEREAS, the need exists in the Public Works Division for one (1) Forklift Truck to assist in maintenance with overall duties; and

WHEREAS, quotes were received from reputable firms to provide the required specified Forklift Truck; and

WHEREAS, the purchase of one (1) Forklift Truck has been determined to be in excess of $25,000.00; and

WHEREAS, the funds for this purchase have been appropriated for the Public Works Division as part of the approved 2021 Public Works Budget.

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

Section 1. In accordance with Section 171.12(b) of the City's Ordinances, Council hereby waives the requirements to formally bid the purchase of (1) Forklift Truck.

Section 2. The City Manager is hereby authorized to enter a contract for the purchase of (1) Forklift Truck thereto for the Public Works Division with Crown Lift Trucks, 750 Center Drive, Vandalia, Ohio 45377 in an amount not to exceed $29,000.00.

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

AI-7433		**Topics of Discussion**	**E.**
Council Work Session			
Meeting Date:	02/16/2021		
Disposal of Surplus Property - Public Works Division			
Submitted By:	Linda Garrett		
Department:	Public Works	**Division:**	Public Works
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	02/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

Disposal of Surplus Property - Public Works Division

Purpose and Background

The Public Works Division requests approval to dispose of surplus equipment - one (1) Mini Excavator and one (1) Forklift.

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

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

DECLARING CERTAIN CITY PROPERTY IN THE PUBLIC WORKS DIVISION AS NO LONGER REQUIRED FOR MUNICIPAL PURPOSES AS SURPLUS AND AUTHORIZING DISPOSAL OF SAID PROPERTY.

WHEREAS, the City of Huber Heights is in possession of certain property – one (1) 2013 Bobcat E35 Mini Excavator and one (1) 2002 Hyster X5 Forklift and appurtenant equipment; and

WHEREAS, the property is no longer required for municipal purposes.

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

Section 1. Consistent with the provisions of the Ohio Revised Code, Section 721.15 and applicable City Codified Ordinances and purchasing procedures, the following equipment is declared surplus, no longer required for municipal purposes, and authorization is hereby provided to dispose of the property consistent with the provisions of the Huber Heights Codified Ordinances:

ITEM	USER ID
2013 Bobcat E35 Mini Excavator	A93K18226

ITEM	USER ID
2002 Hyster X5 Forklift	0177B26444S

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

AI-7437 **Topics of Discussion** F.

Council Work Session

Meeting Date: 02/16/2021

Street Name Change - Carriage Trails - Catalpa Drive

Submitted By: Hanane Eisentraut

Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	02/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	Yes
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

Street Name Change - Carriage Trails - Catalpa Drive

Purpose and Background

The adoption of this ordinance will allow changing the street name of Red Cedar Drive located in the Carriage Trails Subdivision in Miami County to Catalpa Drive. There is currently a Red Cedar Drive, a private street, located in the Waterstone Apartments complex at Carriage Trails and its name will not be changed.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Ordinance

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

TO RENAME RED CEDAR DRIVE LOCATED IN CARRIAGE TRAILS SUBDIVISION, AND DECLARING AN EMERGENCY.

WHEREAS, Section 723.05 of the Ohio Revised Code allows the legislative authority of a municipal corporation, when there are two or more streets of the same name in the municipal corporation, by ordinance and without petition therefore, to change the name of any such street so as to leave only one to be designated by the original name; and

WHEREAS, Red Cedar Drive currently has no houses completed on this road; and

WHEREAS, the City of Huber Heights is determined to have Red Cedar Drive be renamed to Catalpa Drive as depicted in Exhibit A.

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

Section 1. Red Cedar Drive located in Carriage Trails Subdivision shall be renamed to Catalpa Drive as depicted in Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this 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 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 the renaming of this roadway needs to be passed before houses are placed on the lots for sale; therefore, this Ordinance shall be in force immediately upon its passage.

Passed by Council on the _____ day of _____, 2021;
_____Yeas; _____Nays.

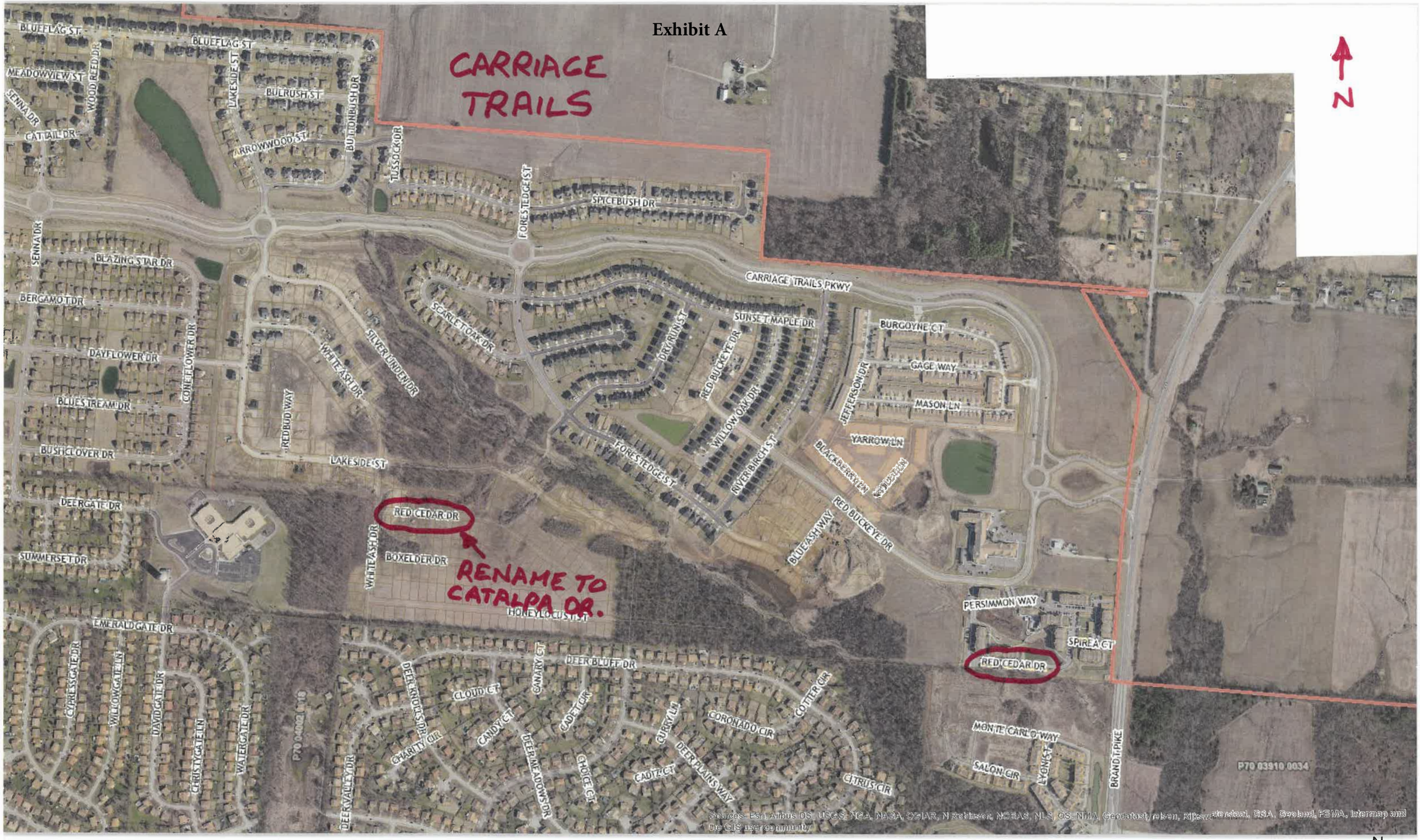
Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

Exhibit A



HUBER HEIGHTS

1 in = 752 ft

City of Huber Heights

Date: 2/10/2021

N

AI-7444 **Topics of Discussion** **G.**

Council Work Session

Meeting Date: 02/16/2021

Culture and Diversity Citizens Action Commission Update Presentation

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 02/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Culture and Diversity Citizens Action Commission Update Presentation

Purpose and Background

Yolanda Stephens, Chair of the Culture and Diversity Citizens Action Commission, will be giving an update presentation regarding the work and recommendations of the commission.

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

Commission Recommendations

Recommendations for City Council

Submitted by the Huber Heights Culture and Diversity Citizens Action Commission
As approved at the February 4, 2021 Commission Meeting

The Huber Heights Culture and Diversity Citizens Action Commission would like to make the following recommendations for implementation by the Huber Heights City Council. These recommendations were discussed at the February 4, 2021 Commission Meeting.

Resolution – Commission recommends that City Council write a resolution denouncing racism and recognizing it as a public health crisis.

Website:

- A statement on the city of HH website denouncing racism.
- Revise the HH website with a diverse equity lens. Our city website does not reflect the richness of our community.
- Create a webpage layout for the commission, such that each committee will have a link to their own designated page. Committee pages will include things such as mission, activities, committee member contact information, resources, etc.
- Provide an unbiased reporting process for citizens to voice concerns and submit complaints through an unbiased means without fear of retaliation. This process and means to report will be visibly placed on the city website.

Budget:

City council provide funding to support education, outreach, advocacy, and reform. To date our commission has been allotted 1k for the year 2021 to take on culture and diversity initiatives. $1,000 will not be an adequate investment to diversity initiatives and it does not capture the work that needs to be done.

- Community education forums investment of 5k for quarterly forums – this would cover educational forums during the year 2021 (anticipated 4 quarterly forums)
- Outreach – Multicultural festival (June 12) investment of 5k (includes entertainment, sound, tents, and supplies)
- Outreach - school essay contest for Weisenborn Junior High investment of $500 (2 first place awards of $150 for each grade & 2 second place awards of $100 for each grade)

Grants – TIME SENSITIVE!

It is recommended and advised that the City pursue the following grants and have a designated staff member (Community Engagement Specialist) pursue and apply for these grants on behalf of the commission and bringing in financial resources to commit to diversity, equity, and inclusion:

- Montgomery County Grant for 10k. Required informational meeting will be held February 10, 2021.

- United Way Grant for Racial Equity for $2,500. Deadline is March 10th

Staff, leadership, boards, and commissions diversity training:

All city leadership, staff, boards, and commissions attend required annual diversity education training.

MLK Day 2022

Block the calendar date and resources for **January 17th, 2022** MLK Event for the commission. Ensure that city is prepared with resources like microphones, tents, personnel, closure of streets, and any other needed items.

Proclamation, Recognition & Observance of the following:

Juneteenth (annually) – held June 19, 2021 this year.
Indigenous People Day (on Columbus Day)

Suggestion

It is suggested that City Council consider opening meetings with a land acknowledgement in recognition of indigenous people.

Respectfully submitted on behalf of the Commission,

Yolanda N. Stephens
Chairperson
City of Huber Heights Culture and Diversity Citizens Action Commission

Referral documents for further information:

Resolution Declaring Racism a Public Health Crisis:

City of Trotwood resolution:
https://trotwood.org/wp-content/uploads/2020/07/2020-07-09-Press-Release-Resolution-IN-RE-Racism-with-R20-74.pdf

City of Dayton resolution:
https://www.daytonohio.gov/DocumentCenter/View/9514/Resolution-No-6512-20

County resolution:
https://dayton247now.com/news/local/support-for-county-resolution-to-declare-racism-a-public-health-emergency

Miami Valley Regional Planning Commission resolution:
https://www.mvrpc.org/sites/default/files/mvrpc_resolution_ensuring_equity_diversity_and_inclusion_100120.pdf

Juneteenth:

Congressional Research Institute: Juneteenth Fact Sheet:
https://fas.org/sgp/crs/misc/R44865.pdf

Congressional Bill:
https://www.congress.gov/bill/116th-congress/senate-resolution/620/text

National Juneteenth – Ohio information
http://nationaljuneteenth.com/Ohio.html

Indigenous People's Day

City of Columbus: https://www.journal-news.com/news/national/columbus-day-for-columbus-ohio-other-areas-adopting-indigenous-peoples-day/pMuZybitd8X9PvDQDwGJcK/

City of Cincinnati:
https://www.cincinnati.com/story/news/politics/2018/10/03/columbus-day-cincinnati-now-recognized-indigenous-peoples-day/1516261002/

Dayton: https://dayton247now.com/news/local/group-gathers-to-support-indigenous-peoples-day

AI-7438 **Topics of Discussion** **H.**

Council Work Session

Meeting Date: 02/16/2021

ZC 21-04 - Rezoning - Quail Ridge

Submitted By: Geri Hoskins

Department: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 02/16/2021

Audio-Visual Needs: SmartBoard

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

ZC 21-04 - Rezoning - Quail Ridge

Purpose and Background

The applicant, Campbell Berling Huber Heights, LLC, requests Rezoning from R-4 (Residence) to PR (Planned Residential) for property located on Chambersburg Road, Parcel Number P70 04004 0009 on the Montgomery County Auditor's tax map (ZC 21-04).

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:	

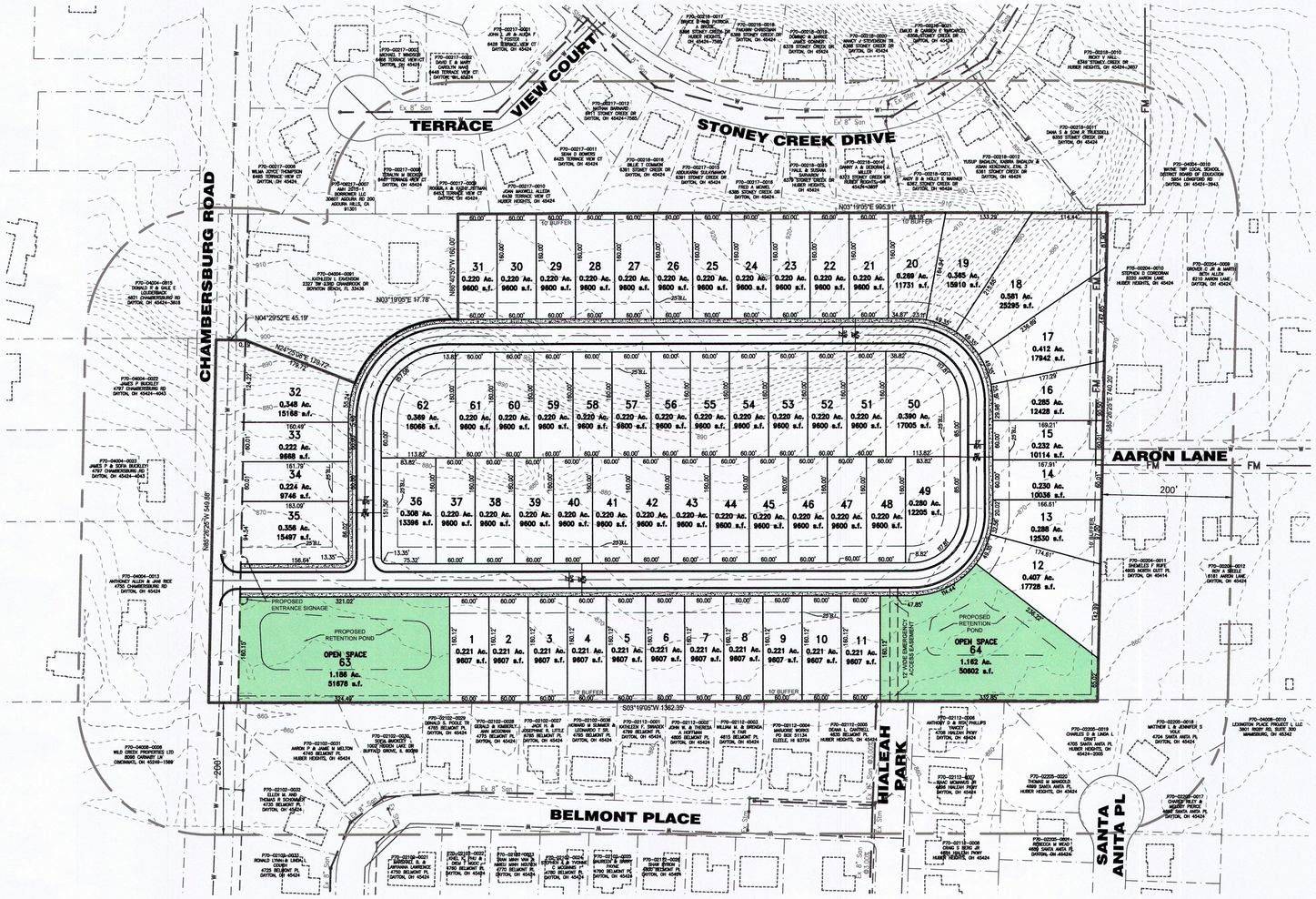
Attachments

Drawing
Development Standards
Fire Assessment
Staff Report
Decision Record
Ordinance

BASIC DEVELOPMENT PLAN

QUAIL RIDGE

SECTION 34, TOWN 2, RANGE 8
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO





VICINITY MAP
1"=1,000'

OWNER
Quail Ridge Land and Development LLC
2327 SW 23rd Cranbrook Drive
Boynton Beach, FL 33436
(561) 445 - 5441

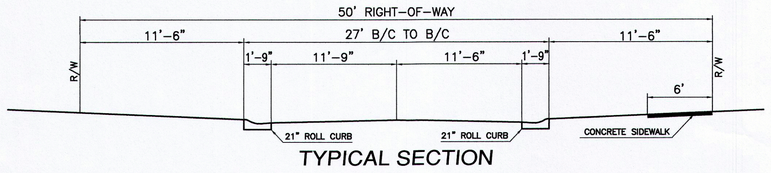
APPLICANT
Campbell Berling Development
3333 Madison Pike, Suite C
Ft. Wright, KY 41017
(513) 252 - 4376

ENGINEER
Bayer Becker
6900 Tylersville Road, Suite A
Mason, OH 45040
(513) 336 - 6600

GENERAL NOTES

1. Sanitary to be tied into City of Huber Heights System.
2. Water to be installed and connected to City of Huber Heights System.
3. Electric to be supplied by Dayton Power and Light Co..
4. All proposed streets to be public streets and are to be constructed according to City of Huber Heights Standard Construction Drawings and State of Ohio Department of Transportation Specifications, latest edition.
5. Existing contours furnished from Montgomery County GIS mapping.
6. Existing utility information shown per available records.
7. Existing site drains northwest and southwest to existing storm sewers. Retention pond outlets to preserve existing drainage patterns.
8. 4' concrete walk to be installed on both sides of the street.
9. Proposed Use: Single Family Residential Development

10.	Total Site Acreage:	21.437 Acres (per GIS)
11.	Existing Zoning:	R-4
12.	Proposed Zoning:	PUD
13.	Number of Single Family Residential Lots:	62
14.	Proposed Right-of-Way:	3.19 Acres
15.	Overall Density:	2.89 D.U./Acre
16.	Open Space Provided:	2.35 Acres (11%)



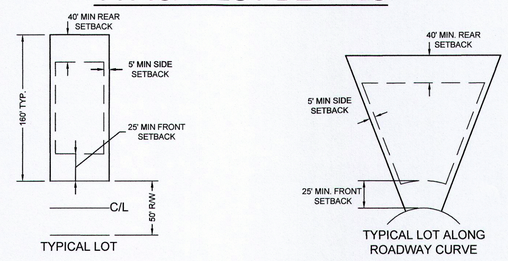
TYPICAL SECTION

LEGEND

OPEN SPACE

CONCRETE WALK

TYPICAL LOT DETAILS



60' MIN. LOT WIDTH MEASURED AT SETBACK LINE

Basis of Bearing: State Plane NAD83 (2011)
0 100 150
SCALE: 1" = 100'

Item	Revision Description	Date	Drwn	Chk

QUAIL RIDGE
SECTION 34N TOWN 2, RANGE 8
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO
BASIC DEVELOPMENT PLAN

RECEIVED
JAN 22 2021
By

bayer becker
www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing:	20-0257 PL
Drawn by:	JAB
Checked By:	EMR
Issue Date:	01-22-21
Sheet:	1 OF 1

THIS DOCUMENT AND ALL RELATED DETAIL DRAWINGS, SPECIFICATIONS, AND ELECTRONIC MEDIA PREPARED OR FURNISHED BY BAYER BECKER (BB) ARE PROUDLY MADE IN THE USA AND ARE INSTRUMENTS OF BB'S PROFESSIONAL SERVICE, AND IS THE EXCLUSIVE PROPERTY OF BB. NO DISCLOSURE, USE, REPRODUCTION, OR DUPLICATION IN WHOLE, OR IN PART, MAY BE MADE WITHOUT WRITTEN PERMISSION OF BB. AND IS DONE SO AT USER'S SOLE RISK. COPYRIGHT - ALL RIGHTS RESERVED

Plot time: Jan 22, 2021 - 9:18am
Drawing name: J:\2020\20-0257\CV\DWG\20-0257 PL.dwg - Layout Tab: Pre PUD

PRD – Development Standards

Quail Ridge

City of Huber Heights, Montgomery County, Ohio

General Information

Applicant:	Campbell Berling Huber Heights, LLC 3333 Madison Pk Suite C Ft. Wright, KY 41017
Property Owner:	Quail Ridge Land & Development, LLC
Subject Property:	Approx. 21.437 acres Address: Chambersburg Rd, Huber Heights, OH
Tax Parcel Number:	Parcel ID: P70040040009
Project Developer:	Campbell Berling Huber Heights, LLC 3333 Madison Pk Suite C Ft. Wright, KY 41017
Existing Zoning:	Residence District R-4
Proposed Zoning:	Planned Residential District PR

Development Standards

General:

1. The PRD is intended to establish a subdivision platted as Single-Family homes.

Principal Permitted Uses:

1. Permitted use is Single Family Homes.
2. Consists of traditional single-family homes of one individual dwelling units as defined in this standards document.
3. In the event that development is unable to proceed for any reason after the property has been rezoned, the existing use of the property shall be permitted to continue.

Accessory Uses:

1. Allowable accessory uses shall meet "R" uses in Chapter 1191 of the Huber Heights Zoning Code.

Architectural Guidelines

1. Homes shall have a minimum of 25% masonry on the front façade.
2. Any other details of design of new homes and regulations for future homes in the community shall be governed by the Declaration of Covenants, Conditions & Restrictions document.

Maximum Number of Units, Density, and Units per Building:

1. The maximum number of units for the PUD shall not exceed 68 dwelling units.
2. The maximum density shall not exceed 3.17 dwelling units per acre.

Phasing:

1. Dependent upon market conditions, the development is expected to be phased over Four (4) years from the time development commences.

Lot Size and Minimum Setbacks:

1. Minimums for lot size, setbacks, and more are listed in the table below.

	Minimum
Lot Area	9,000 Sq. Ft.
Lot Width	60' at the setback line
Front Yard Setback	25'
Home Size One Story	1200 square feet
Home Size Two Story	1600
Side Yard Setback	5' minimum, 10' total.
Rear Yard Setback	30'
Structure Height (Principal)	35'
Structure Height (Accessory)	15'
Floor Area	35%
Impervious Surface	40%

Open Space:

1. Open space shall consist of areas at the front entry around the monumentation.
2. All open space parcels shall be owned and maintained by a Homeowners Association established for the entire development.

Perimeter Buffer:

1. This development will consist of single-family homes which demand and gain value from the existing perimeter buffers and trees along the property boundaries. Every care and precaution will be taken to preserve as much of the trees and vegetation in these areas as much as possible.
2. A 10' Preservation Zone shall be located on the rear property line of the South, East, and West lots.

Vehicular Access and Circulation:

1. All streets shall be public to be maintained by the City of Huber Heights
2. Streets shall meet Huber Heights development regulations except as follows. Requirements to meet Subdivision Design Standard 1109.10 (b) shall be waived. 1109.10 (b) states *on stop streets grade shall not exceed two percent positive or three percent negative within a distance from the intersection of 100 feet plus one-half of the intersecting street right-of-way width, unless approved by the Director of Public Safety and Service, or his designee.*
3. A 12' wide emergency access easement shall connect the new subdivision street to Hialeah Park.

Pedestrian Access and Circulation:

1. Sidewalks (6 feet wide concrete) shall be provided along one side of the public street at the outside loop to be constructed as the homes are finished. The sidewalk shall be a minimum of 4' behind back of curb.

Utilities Service:

1. All utilities shall be public.
2. All new utilities shall be constructed, installed, and maintained to the standards of the City of Huber Heights engineering department
3. All new utilities shall be located underground.
4. Stormwater shall be detained onsite following the City of Huber Heights storm water guidelines.

Signage:

1. Free standing signage shall be either monument or temporary; not exceeding the following height limits:
    a. Entrance Monument (Ground-Mounted) - 10 feet at Chambersburg Rd entrance to neighborhood.
    b. Street Signs (Ground-Mounted) – Custom street and stop signs.
    c. Temporary (Construction/Sales) - 10 feet One sign at the entry of the neighborhood.
2. Monumentation will no closer than 5' from any curb line.
3. The copy area size and illumination of signs shall be professionally designed and shall avoid unnecessary glare onto adjacent properties.

Homeowners Association Requirement and Responsibilities:

1. A homeowners association consisting of all dwelling unit lot owners will be established.
2. The HOA for the neighborhood shall own and maintain all common areas, facilities, and amenities.

Mailboxes

1. Mailboxes shall be gang type as per USPS mandate to serve the entire community and screened as needed or allowed.

Huber Heights Fire Division

Inspections require two business days advance notice! (OAC)1301:7-7-09(A)(5)

Occupancy Name:	Quail Ridge
Occupancy Address:	Chambersburg Road

Type of Permit:	HHP&D Site Plan
Additional Permits:	Choose an item.
Additional Permits:	Choose an item.

MCBR BLD:	Not Yet Assigned	HH P&D:	
MCBR MEC:	Not Yet Assigned	HHFD Plan:	21-019
MCBR ELE:	Not Yet Assigned	HHFD Box:	
REVIEWER:	Susong	DATE:	2/4/2021

Fire Department Comments:

The Huber Heights City Code Part 15 Refers to Fire Code Requirements and has adopted by reference OFC and IFC Appendices

Approved per Review of Ohio Fire Code and adopted Life Safety Standards based on the following:

- **One- or two-family residential projects having more than 30 dwelling units shall be equipped with two separate and approved fire apparatus access roads in accordance with Ohio Fire Code D106.1. A secondary access is shown connecting Hialeah Park and new road. This access shall comply with the following:**
  - **Be a minimum 20 feet wide (Ohio Fire Code 503.2.1)**
  - **Constructed of materials capable of handling 75,000 pounds (Ohio Fire Code D102.1.)**
- **Site utility plan showing fire hydrants has not been provided.**

Code Reference	Standard Requirement Comment
2017 OFC / IFC Appendices B and C and (OAC)1301:7-7-05(G) and HH City Code 1521	***Fire Hydrants***: Locations and Distribution shall comply with the referenced code (75' Spacing from FDC to hydrant and minimum 40'spacing from hydrant to building exterior walls) (See city code for more detail)

Specific Code Requirement Comments (In Accordance with (OAC)1301:7-7-01 to 44 Including IFC Appendices as adopted by HH City Code Part 15) Go To: Ohio Fire Code Go To: HH City Code Go To: OAC/OBC	
OFC 2017	**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with *paragraph* (C)(6)(503.6) *of this rule,* and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). **D102.1 Access and loading.** Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds. **D107.1 One- or two-family dwelling residential developments.** Developments of one- or two-family *dwellings* where the number of *dwellings units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads. **Exception:** 1) Where there are more than 30 *dwelling units* on a single public or private fire apparatus access road and all *dwelling units* are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required. 2) The number of *dwelling units* on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the *fire code official*.
Huber Heights Codified Ordinance	**1521.06 FIRE HYDRANT PLACEMENT AND STANDARDS** c) Hydrants in multi-family and commercial districts shall be placed not more than 300 feet apart, measured on the main and not more than 400 feet from any opening in any building. All new fire hydrants and any existing fire hydrants that are in need of replacement, shall meet the Huber Heights hydrant standard for this district of two (2), five (5) inch diameter steamer nozzles. These steamer nozzles shall have a five (5) inch STORTZ quick connection and one steamer shall have a four (4) inch STORTZ connection approved by the Code Official. (1) The Fire Code Official shall make a determination if a double STORTZ hydrant can be omitted in commercial and multi-family districts. When determining the need, the Code Official shall reference the capacity of the hydrant and fire flow requirements listed in the 2006 International Fire Code appendix B. Reductions shall be given for automatic sprinkler systems. (d) The Fire Code Official shall make a determination on the location and distribution of fire hydrants. The fire official shall make this determination by referencing the location and distribution listed in the 2006 International Fire Code appendix C. (Ord. 2010-0-1845. Passed 9-13-10.) **1521.01 HYDRANT LOCATION, NUMBER AND APPROVAL.** (e) A fire hydrant meeting the specifications and installed according to this standard and connected to a public water supply, shall be installed at a location designated by the Code Official that is within seventy-five feet of a suppression system Fire department connection, but no closer than forty feet to the building or structure unless otherwise approved by the Code Official.

Please reference contact information below for questions or concerns with this document.

Plans reviewed by the Huber Heights Fire Division are reviewed with the intent they comply in **ALL** respects to this code, as prescribed in **SECTION (D) 104.1 of the 2017 Ohio Fire Code**. Any omissions or errors on the plans or in this review do not relieve the applicant of complying with **ALL** applicable requirements of this code. These plans have been reviewed for compliance with the Ohio Fire Code adopted by this jurisdiction. There may be other regulations applicable under local, state, or federal statues and codes, which this department has no authority to enforce and therefore have not been evaluated as part of this plan review.

Memorandum

Staff Report for Meeting of February 9, 2021

To: Huber Heights City Planning Commission

From: Scott P. Falkowski, Assistant City Manager

Date: February 3, 2021

Subject: ZC 21-04 (Rezoning from R-4 Residence to PR Planned Residential) Quail Ridge Subdivision Chambersburg Road

- Application dated January 22, 2021

Department of Planning and Development City of Huber Heights

APPLICANT/OWNER: Campbell Berling Huber Heights, LLC, Applicant
Quail Ridge Land & Development, LLC, Owner

DEVELOPMENT NAME: Quail Ridge

ADDRESS/LOCATION: Chambersburg Road

ZONING/ACREAGE: R-4 / 21.4 Acres

EXISTING LAND USE: Residential

ZONING ADJACENT LAND:
South R-1
East R-4
West R-4B
North R-1

REQUEST: The applicant requests rezoning from R-4 Residence to PR Planned Residential.

ORIGINAL APPROVAL:

APPLICABLE HHCC: 1147 & 1130

CORRESPONDENCE:
In Favor – None Received
In Opposition – None Received

ATTACHMENTS:

OVERVIEW:

The applicant requests rezoning from R-4 (Residence) to PR (Planned Residential).

STAFF ANALYSIS AND RECOMMENDATION:

The applicant is looking to develop 21.4 acres on the south side of Chambersburg Road. In 2003 the owner rezoned the property from R-1 to R-3. The intent was to build forty-six (46) residential lots. The next request was to rezone from R-3 to R-4 to allow for a higher density. This was approved by City Council and is the current zoning designation. The current request is to rezone to PR Planned Residential to allow for a little more flexibility.

The Zoning Code for each are as follows:

CHAPTER 1147
"R-4" Residence District (Existing Use)
1147.01 PRINCIPAL PERMITTED USES.
The following uses shall be permitted of all property located in this District:
(a) One-family dwellings; and
(b) Home occupations.
1147.02 ACCESSORY USES.
Only the following accessory uses shall be permitted in this District:
(a) Uses customarily incident to all principal permitted uses;
(b) One (1) name plate for each dwelling indicating the name of the occupant;
(Case 336, 9-30-73)
(c) A sign advertising sale, rent, lease or trade of the property upon which such sign is placed; and
(d) Temporary buildings and uses for construction purposes not to exceed twelve (12) months.
1147.03 HEIGHT STANDARD.
No building shall exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height.
1147.04 AREA STANDARD.
All lots shall have an area, frontage and yard requirements as follows:

				Side Yard Widths		
	Lot (square feet)	**Lot Frontage (feet)**	***Front Yard Depth (feet)**	**Least Width (feet)**	**Sum of Least Width (feet)**	**Rear Yard Depth (feet)**
Dwellings	7,500	60	25	8	20	40

* The front yard depth shall be measured from the established right-of-way lines as shown on the legal Official Thoroughfare Plan.
1147.05 SPECIAL USES. (Case 101, 6-29-87)
The following shall be permitted as a special use:

(a) Kindergartens, day care centers or nurseries in accordance with the provisions of Chapter 1135A.

The R-4 District matched the zoning of the Stoney Creek Development directly to the east and is similar to the R-4B zoning of the Lexington Place development to the west. To the south, the residential development is R-1, but Aaron Lane will not be connected through to this development or Chambersburg Road.

CHAPTER 1172 - (PR) PLANNED RESIDENTIAL DISTRICT[42]

1172.01 - Principal permitted uses.

The following principal uses are permitted, provided that they are approved as provided for in this chapter:

(a) All residential uses permitted in all other chapters of the Zoning Ordinance such as: one family dwellings, two family dwellings, multiple family dwellings, including garden apartments, row houses, quadraminiums and condominiums;

(b) Churches and other places of worship;

(c) Colleges, primary and secondary schools under School Board or Parochial supervision, and public libraries;

(d) Public recreation buildings, parks, playgrounds and athletic fields under School Board, Parochial, other governmental supervision or "homeowners association" supervision; and

(e) Uses designed solely to serve in a complimentary way the needs of this District above.

1172.02 - Accessory uses.

The following accessory uses are permitted:

(a) Uses customarily incidental to all permitted uses; and

(b) Temporary structures and uses required during construction in this District.

1172.03 - Development standards.

Except when specifically modified herein, the provisions of Chapter 1181, "General Provisions", shall govern. In addition, the following development standards apply:

(a) *Minimum "PR" Land Area Requirement.*

(1) A minimum of one acre shall be required.

(b) *Dwelling Unit Density—Five Dwelling Units.*

(1) The average dwelling unit density for the entire district shall not exceed five dwelling units (DU) per acre.

(2) Minimum area standards such as individual lot size, frontage, setbacks, side and rear yards shall be those prescribed in the City approved detailed final development plans, except that:

A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(c) *Dwelling Unit Density—Eight Dwelling Units.*

(1) Dwelling unit density for the entire district shall not exceed eight dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 16 dwellings.

(2) Minimum area standards such as individual lot size, frontage, setbacks, side, and rear yards shall be those prescribed in the City approved detailed final development plans, except that:

A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(d) *Dwelling Unit Density—Twelve Dwelling Units.*

(1) Dwelling unit density for the entire district shall not exceed 12 dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 24 dwellings.

(2) Minimum area standards such as individual lot size, frontage, setbacks, side and rear yards shall be those prescribed in the City approved detailed final development plans, except that:

A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(e) *Character of Neighborhood.* Use of the Planned Residential Zoning District for developments with a proposed dwelling unit density greater than five dwelling units per acre shall be considered only when the district is bounded at least on one side by R-5, R-6, R-7, O-1, B, I, or Planned Development Districts.

1172.04 - Parking and loading.

(a) The provisions of Chapter 1185, "Parking and Loading", shall apply, except that at least two permanently maintained parking spaces shall be provided for each family unit, except for detached single family dwellings.

(b) Required parking spaces shall not be part of public thoroughfares, private roads leading to and serving the sites of the various uses in this district.

1172.05 - Utilities.

The distribution systems for utilities are required to be underground.

The request is for the following:

Development Standards

General:

1. The PRD is intended to establish a subdivision platted as Single-Family homes.

Principal Permitted Uses:

1. Permitted use is Single Family Homes.
2. Consists of traditional single-family homes of one individual dwelling units as defined in this standards document.
3. In the event that development is unable to proceed for any reason after the property has been rezoned, the existing use of the property shall be permitted to continue.

Accessory Uses:

1. Allowable accessory uses shall meet "R" uses in Chapter 1191 of the Huber Heights Zoning Code.

Architectural Guidelines

1. Homes shall have a minimum of 25% masonry on the front façade.
2. Any other details of design of new homes and regulations for future homes in the community shall be governed by the Declaration of Covenants, Conditions & Restrictions document.

Maximum Number of Units, Density, and Units per Building:

1. The maximum number of units for the PUD shall not exceed 68 dwelling units.
2. The maximum density shall not exceed 3.17 dwelling units per acre.

Phasing:

1. Dependent upon market conditions, the development is expected to be phased over Four (4) years from the time development commences.

Lot Size and Minimum Setbacks:

1. Minimums for lot size, setbacks, and more are listed in the table below.

	Minimum
Lot Area	9,000 Sq. Ft.
Lot Width	60' at the setback line
Front Yard Setback	25'
Home Size One Story	1200 square feet
Home Size Two Story	1600
Side Yard Setback	5' minimum, 10' total.
Rear Yard Setback	30'
Structure Height (Principal)	35'
Structure Height (Accessory)	15'
Floor Area	35%
Impervious Surface	40%

Open Space:

1. Open space shall consist of areas at the front entry around the monumentation.
2. All open space parcels shall be owned and maintained by a Homeowners Association established for the entire development.

Perimeter Buffer:

1. This development will consist of single-family homes which demand and gain value from the existing perimeter buffers and trees along the property boundaries. Every care and precaution will be taken to preserve as much of the trees and vegetation in these areas as much as possible.
2. A 10' Preservation Zone shall be located on the rear property line of the South, East, and West lots.

Vehicular Access and Circulation:

1. All streets shall be public to be maintained by the City of Huber Heights
2. Streets shall meet Huber Heights development regulations except as follows. Requirements to meet Subdivision Design Standard 1109.10 (b) shall be waived. 1109.10 (b) states *on stop streets grade shall not exceed two percent positive or three percent negative within a distance from the intersection of 100 feet plus one-half of the intersecting street right-of-way width, unless approved by the Director of Public Safety and Service, or his designee.*
3. A 12' wide emergency access easement shall connect the new subdivision street to Hialeah Park.

Pedestrian Access and Circulation:

1. Sidewalks (6 feet wide concrete) shall be provided along one side of the public street at the outside loop to be constructed as the homes are finished. The sidewalk shall be a minimum of 4' behind back of curb.

Utilities Service:

1. All utilities shall be public.
2. All new utilities shall be constructed, installed, and maintained to the standards of the City of Huber Heights engineering department
3. All new utilities shall be located underground.
4. Stormwater shall be detained onsite following the City of Huber Heights storm water guidelines.

Signage:

1. Free standing signage shall be either monument or temporary; not exceeding the following height limits:
    a. Entrance Monument (Ground-Mounted) - 10 feet at Chambersburg Rd entrance to neighborhood.
    b. Street Signs (Ground-Mounted) – Custom street and stop signs.
    c. Temporary (Construction/Sales) - 10 feet One sign at the entry of the neighborhood.
2. Monumentation will no closer than 5' from any curb line.
3. The copy area size and illumination of signs shall be professionally designed and shall avoid unnecessary glare onto adjacent properties.

Homeowners Association Requirement and Responsibilities:

1. A homeowners association consisting of all dwelling unit lot owners will be established.
2. The HOA for the neighborhood shall own and maintain all common areas,

facilities, and amenities.

Mailboxes

1. Mailboxes shall be gang type as per USPS mandate to serve the entire community and screened as needed or allowed.

The City's Comprehensive Plan calls for this area to be Single Family Residential with a maximum of 6 units per acre. The maximum proposed density is 3.17 dwelling units per acre.

Sanitary and water will connect into the City's public main system. Water is located along Chambersburg Road and at the end of Hialeah Park in the Lexington Place subdivision. Sanitary is located at the end of Hialeah Park in the Lexington Place subdivision. Drainage will be handled through a public storm sewer system including detention basins, following the City's Code for storm water drainage. Chambersburg Road will be improved to a forty-five (45) foot half right-of-way section per our City's Thoroughfare Plan. Staff recommends sidewalks be placed along all street right of ways. Development signage is being requested at the entrance. Staff recommends that it follow the City Code of six (6) feet tall and be located behind the right of way line. While the typical code is fifteen (15) feet behind the right of way, we feel ten (10) feet is sufficient.

1171.05 - Contents of basic development plan.

(a) The basic development plan shall consist of at least the following information together with such other data and materials as may be required by the City:

(1) Site plan showing the actual shape and dimensions of the lot to be built upon or to be changed in its use together with the location of the existing and proposed structures with approximate square footages, number of stories including heights of structures;

(2) Typical elevation views of the front and side of each type of building;

(3) Planning location and dimensions of all proposed drives, service access road, sidewalks, and curb openings;

(4) Parking lot areas (show dimensions of a typical parking space), unloading areas, fire lanes and handicapped parking;

(5) Landscaping plan, walls and fences;

(6) Storm water detention and surface drainage;

(7) Exterior lighting plan;

(8) Vehicular circulation pattern;

(9) Location and square footage of signs;

(10) Topographic survey; and

(11) Listing of proposed uses taken from the list of permitted and special uses of the PUD zoning district to which rezoning is being sought.

(b) The Planning Commission shall schedule both the proposed rezoning and the issue of approval of the basic development plan for a combined public hearing, following which it shall make its recommendation indicating approval, approval with modification or disapproval.

(Ord. 2006-O-1655, Passed 9-25-05)

1171.06 - General standards for approval.

The Planning Commission shall review the application, prepared development plan and the facts presented at the hearing. The applicant shall have the burden of proof. No approval shall be given unless the Commission shall find by a preponderance of the evidence that such PUD on the proposed locations:

(a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;

(b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;

(c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;

(d) Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;

(e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;

(f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;

(g) Shall preserve natural features such as water courses, trees, and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;

(h) Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;

(i) Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;

(j) Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;

(k) Shall not involve uses, activities, processes, materials, equipment, and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors; and

(l) Rezoning of the land to the PUD District and approval of the development plan shall not adversely affect the public peace, health, morals, safety or welfare.

(Ord. 93-O-602, Passed 3-22-93)

1171.07 - Review and recommendations by planning commission.

The Planning Commission shall review the proposed PUD as presented in the application and basic development plan in terms of the standards in Section 1171.06 and the specific requirements as outlined in all Planned Unit Developments. The Commission shall hold a public hearing on the proposed PUD. At least ten days in advance of such hearing, notice of time and place of such hearing shall be published in a newspaper of general circulation in the City. Written notice of such hearing shall be mailed at least ten days before the public hearing to the owners of property located within 200 feet of the property proposed for the PUD. The Planning Commission shall make its recommendation, indicating approval, approval with modifications, or disapproval. If the Commission recommends approving rezoning of land to a PUD District and also approves a basic development plan for the area to be rezoned, it may impose upon that plan any additional requirements or conditions deemed appropriate by the Commission to ensure that the development shall meet the standards described in Section 1171.06 and shall comply with the intention and objectives of this Zoning Ordinance.

If the owner chooses to submit a combined development plan, the Planning Commission shall review the aspects of it constituting the basic development plan pursuant to the standards set out in Section 1171.06. The detailed development plan aspects shall be reviewed in the same manner as provided herein for review of detailed development plans.

(Ord. 93-O-602, Passed 3-22-93)

1171.08 - Action by council.

Council shall hold a public hearing for application for rezoning and approval of the basic development plan (or combined development plan) after receiving the proposal from the Planning Commission. At least 15 days' notice of the time and place of such public hearing shall be placed in a newspaper of general circulation in the City. Written notice of such hearing shall be mailed at least ten days before the public hearing to the owners of property located within 200 feet of the property proposed for the PUD. Council shall approve, reject or approve with modifications the rezoning and basic development plan in the same manner as other rezoning requests. If the applicant has chosen to submit a combined development plan, Council shall review the aspects of it constituting the basic development plan pursuant to the standards set out in Section 1171.06. If Council approves the basic development plan aspects of a combined development plan, the detailed development plan shall be deemed to be approved and no further action shall be required for the area covered by the combined development plan. If the basic development plan aspects of a combined development plan are modified, the combined development plan shall be changed in all aspects to meet that modification. The City staff in charge of plan review shall determine when the basic development plan or combined plan meets the modification required by Council.

(Ord. 93-O-602, Passed 3-22-93)

1171.11 - Changes in the basic and detailed development plans.

A PUD shall be developed only according to the approved and recorded detailed development plan and supporting data together with all recorded amendments and shall be binding on the applicants, their successors, grantees and assigns and shall limit and control the use of premises (including the internal use of buildings and structures) and location of structures in the PUD as set forth therein.

(a) Major Changes. Changes which alter the concept, uses or intent of the PUD including increases in the number of units per acre, change in location or amount of nonresidential land uses, more than 15 percent modification in proportion of housing types, significant redesign of roadways, utilities or drainage, may be approved only by submission of a new basic plan and supporting data in accordance with Sections 1171.03, 1171.04 and 1171.05.

(b) Minor Changes. The Zoning Officer recommends to the Planning Commission approval or disapproval of the minor changes in the PUD. Minor changes are defined as any change not defined as a major change.

(Ord. 89-O-339, Passed 2-6-89)

Recommendation

Staff recommends approval of the Rezoning in accordance with the conditions within the proposed Planning Commission Decision Record.

Planning Commission Decision Record

WHEREAS, on January 22, 2021, the applicant, Campbell Berling Huber Heights, LLC, requested approval of a rezoning from R-4 (Residence) to PR (Planned Residential) for property located on Chambersburg Road, Parcel Number P70 04004 0009 of the Montgomery County, Ohio Records (ZC 21-04); and

WHEREAS, on February 9, 2021, the Planning Commission did meet and fully discuss the details of the request.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommended approval of the request.

Ms. Thomas moved to recommend approval of the request by the applicant, Campbell Berling Huber Heights, LLC, for a rezoning from R-4 (Residence) to PR (Planned Residential) for property located on Chambersburg Road, Parcel Number P70 04004 0009 of the Montgomery County, Ohio Records (ZC 21-04) in accordance with the recommendation of Staff's Memorandum dated February 3, 2021, with the following conditions:

1. The Basic Development Plan for Quail Ridge shall be the plans stamped received by the City of Huber Heights Planning Department on January 22, 2021.

2. The minimum setbacks shall be as follows: 25 foot front yard, 40 foot rear yard, 5 foot side yard.

3. A minimum of 25% of the surface area of the front façade shall be finished with masonry products.

4. Minimum floor area shall be as follows: one story dwellings shall have a minimum floor area of 1,200 square feet and two-story dwellings shall have a minimum floor area of 1,600 square feet.

5. Four foot wide sidewalks shall be located at the right of way line of all fifty foot street sections.

6. The emergency access to Hialeah Park shall meet Fire Code requirements for width and construction materials.

7. Chambersburg Road will be improved to a forty-five (45) foot half right-of-way section per our City's Thoroughfare Plan.

8. Development ground signage shall have a maximum height of six (6) feet and shall be located no closer than ten (10) feet to the right of way line.

9. Prior to the issuance of a zoning permit, the applicant shall submit and receive approval of a Detailed Development Plan through the Planning Commission.

10. A 20' preservation zone shall be placed along the South boundary line.

Seconded by Ms. Opp. Roll call showed: YEAS: Mr. Jeffries, Ms. Opp, Ms. Thomas, and Ms. Vargo. NAYS: None. Motion to recommend approval carried 4-0.

_____ _____

Terry Walton, Chair Date
Planning Commission

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

TO APPROVE A REZONING FROM R-4 (RESIDENCE) TO PR (PLANNED RESIDENTIAL) FOR PROPERTY LOCATED ON CHAMBERSBURG ROAD, FURTHER IDENTIFIED AS PARCEL NUMBER P70-04004-0009 ON THE MONTGOMERY COUNTY AUDITOR'S TAX MAP AND ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION (ZONING CASE 21-04).

WHEREAS, the citizens of Huber Heights require the efficient and orderly planning of land uses within the City; and

WHEREAS, the City Planning Commission has reviewed Zoning Case 21-04 and on February 9, 2021, recommended approval by a vote of 4-0 of the Rezoning from R-4 (Residence) to PR (Planned Residential); and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Rezoning from R-4 (Residence) to PR (Planned Residential) (Zoning Case 21-04) is hereby approved in accordance with the Planning Commission's recommendation and the following conditions:

1. The Basic Development Plan for Quail Ridge shall be the plans stamped received by the City of Huber Heights Planning Department on January 22, 2021.

2. The minimum setbacks shall be as follows: twenty-five (25) foot front yard, forty (40) foot rear yard, five (5) foot side yard.

3. A minimum of twenty-five percent (25%) of the surface area of the front façade shall be finished with masonry products.

4. Minimum floor area shall be as follows: one-story dwellings shall have a minimum floor area of 1,200 square feet and two-story dwellings shall have a minimum floor area of 1,600 square feet.

5. Four (4) foot wide sidewalks shall be located at the right of way line of all fifty (50) foot street sections.

6. The emergency access to Hialeah Park shall meet Fire Code requirements for width and construction materials.

7. Chambersburg Road will be improved to a forty-five (45) foot half right-of-way section per the City's Thoroughfare Plan.

8. Development ground signage shall have a maximum height of six (6) feet and shall be located no closer than ten (10) feet to the right of way line.

9. Prior to the issuance of a zoning permit, the applicant shall submit and receive approval of a Detailed Development Plan through the Planning Commission.

10. A twenty (20) foot preservation zone shall be placed along the South boundary line.

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:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

AI-7443 **Topics of Discussion** I.

Council Work Session

Meeting Date: 02/16/2021

Trash Hauling Contract Renewal

Submitted By: Scott Falkowski

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 02/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Trash Hauling Contract Renewal

Purpose and Background

This agenda item is for discussion of the Trash Hauling Survey results and the next steps regarding the renewal of the City's trash hauling contract.

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

Survey Results

HUBER HEIGHTS

Come Grow With Us!

Resident Feedback Regarding Trash Services

January 2021

THE impact | group
IGPR.COM

Methodology:

This online survey was conducted Jan. 7-21, 2021 and offered to any resident in the City of Huber Heights.

The demographics questions in this survey include:
Ward, Length of time living here, Age Group, Ethnicity and Gender.

Online surveys can be taken from only 1 IP address or computer.

Respondents Online: 1,104
Facebook Feedback: 20 comments

Facebook Feedback:

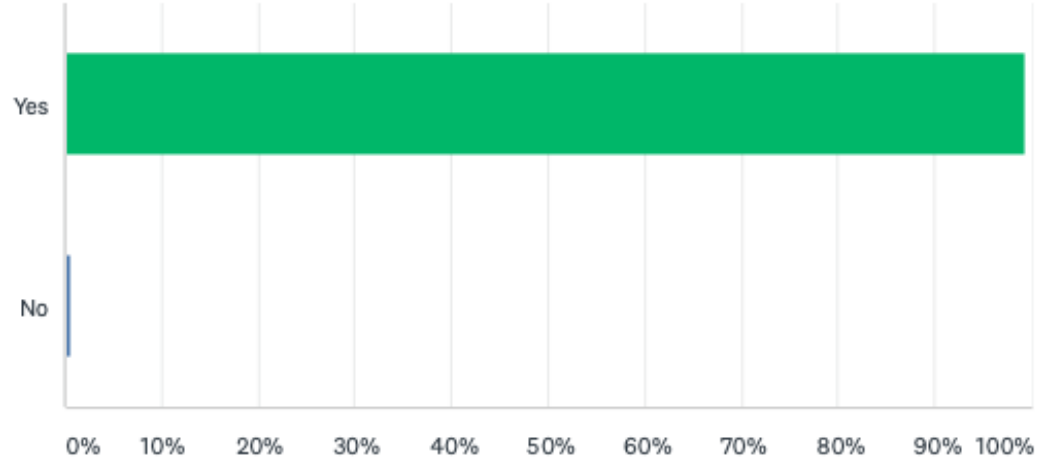
Of the 20 Facebook comments, 14 of the comments were positive. Most people stated they had no issues and found the vendor reliable and dependable. There are also comments that with the city contract, residents pay less then they had before.

If there was a negative comment, it was due to a missed pick up or having to pick up trash in the road after pick up.

Q1. Are you a resident of Huber Heights or own residential properties in Huber Heights?

- If yes, proceed to Q2
- If no, ended

Answered: 1,104 Skipped: 0

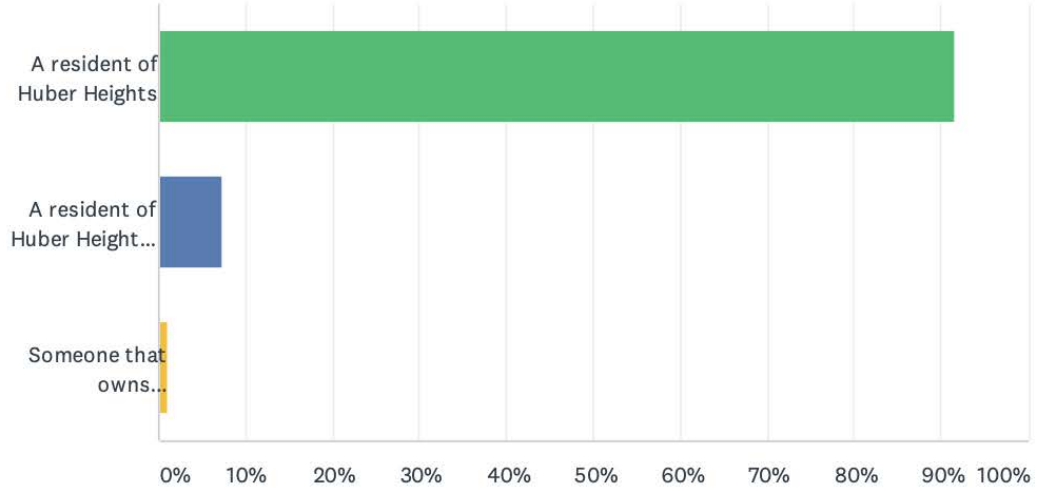


ANSWER CHOICES	RESPONSES	
Yes	99.46%	1,098
No	0.54%	6
TOTAL		1,104

Q2. Are you:

- A resident of Huber Heights?
- A resident that also owns residential rental properties?
- Someone that owns residential rental properties?

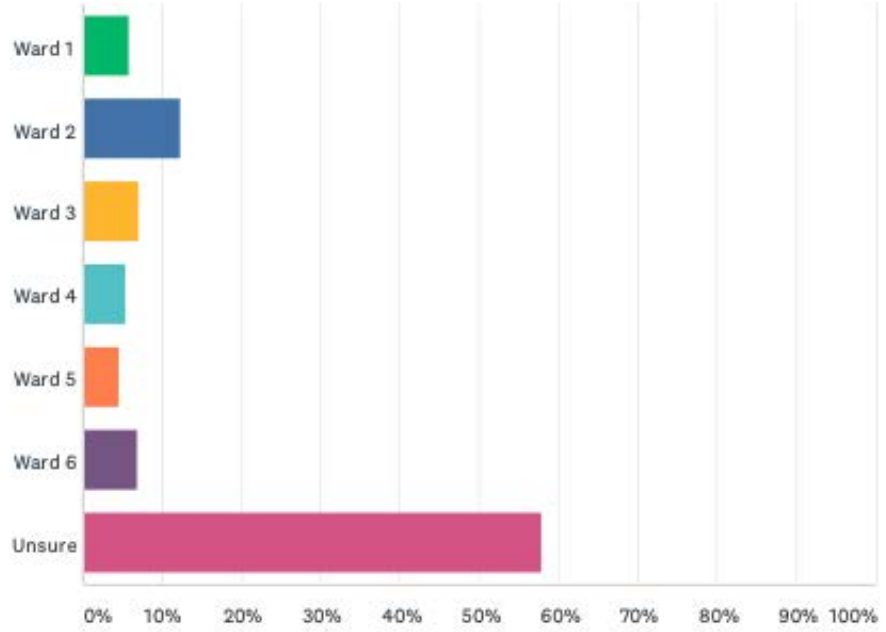
Answered: 1,037 Skipped: 67



ANSWER CHOICES	RESPONSES	
A resident of Huber Heights	91.71%	951
A resident of Huber Heights that also owns residential (single or duplex) rental properties in Huber Heights	7.33%	76
Someone that owns residential (single or duplex) rental properties in Huber Heights	0.96%	10
TOTAL		1,037

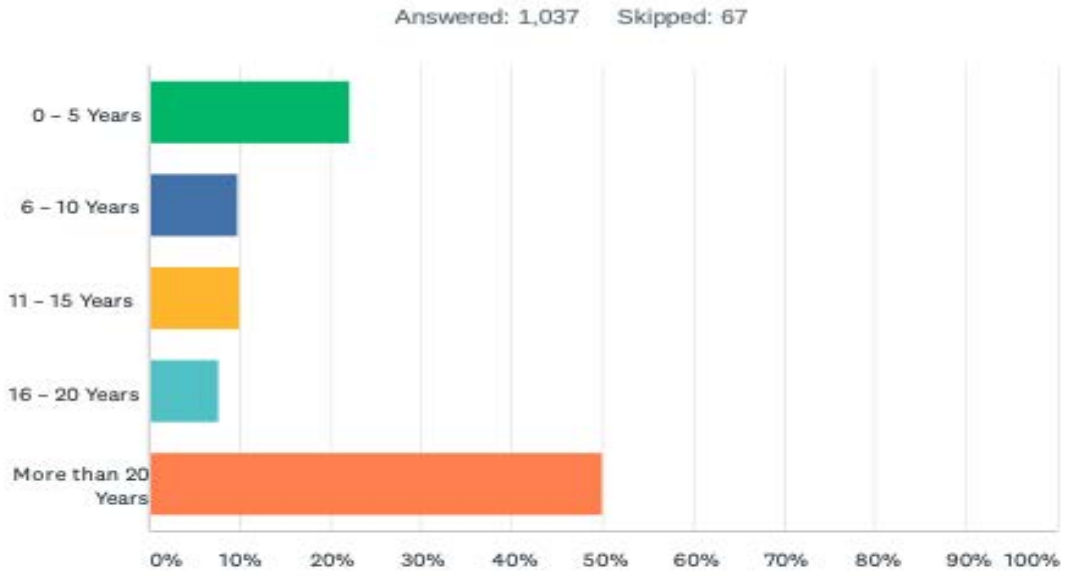
Q3. In which Ward do you live?

Answered: 1,037 Skipped: 67



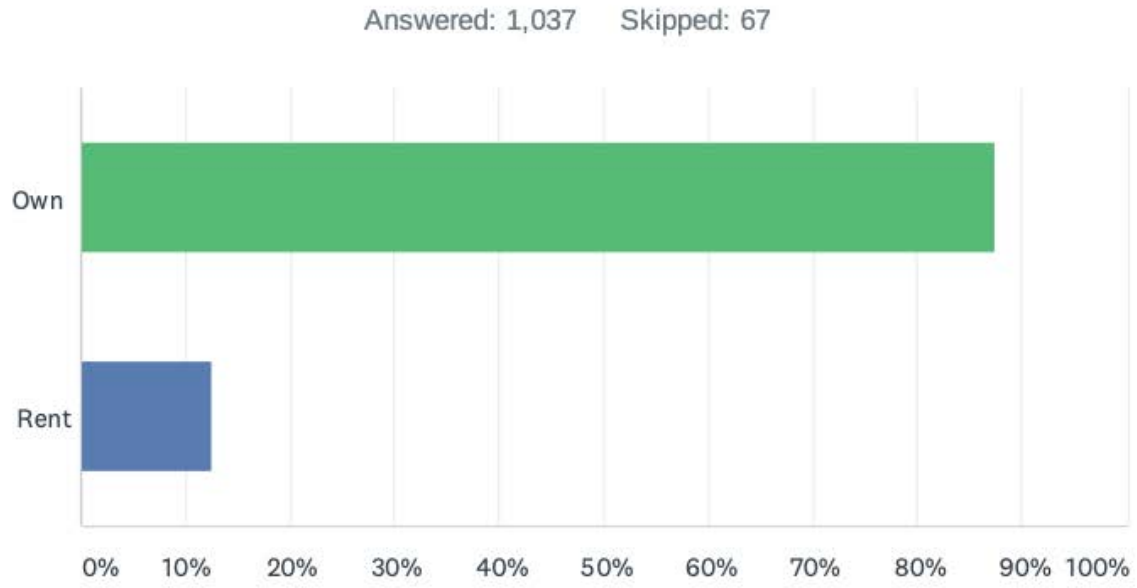
ANSWER CHOICES	RESPONSES	
Ward 1	5.79%	60
Ward 2	12.34%	128
Ward 3	7.14%	74
Ward 4	5.40%	56
Ward 5	4.63%	48
Ward 6	6.85%	71
Unsure	57.86%	600
TOTAL		1,037

Q4. How many years have you lived in Huber Heights?



ANSWER CHOICES	RESPONSES	
0 – 5 Years	22.18%	230
6 – 10 Years	9.93%	103
11 – 15 Years	10.03%	104
16 – 20 Years	7.81%	81
More than 20 Years	50.05%	519
TOTAL		1,037

Q5. Do you own or rent your primary place of residence?



ANSWER CHOICES	RESPONSES	
Own	87.37%	906
Rent	12.63%	131
TOTAL		1,037

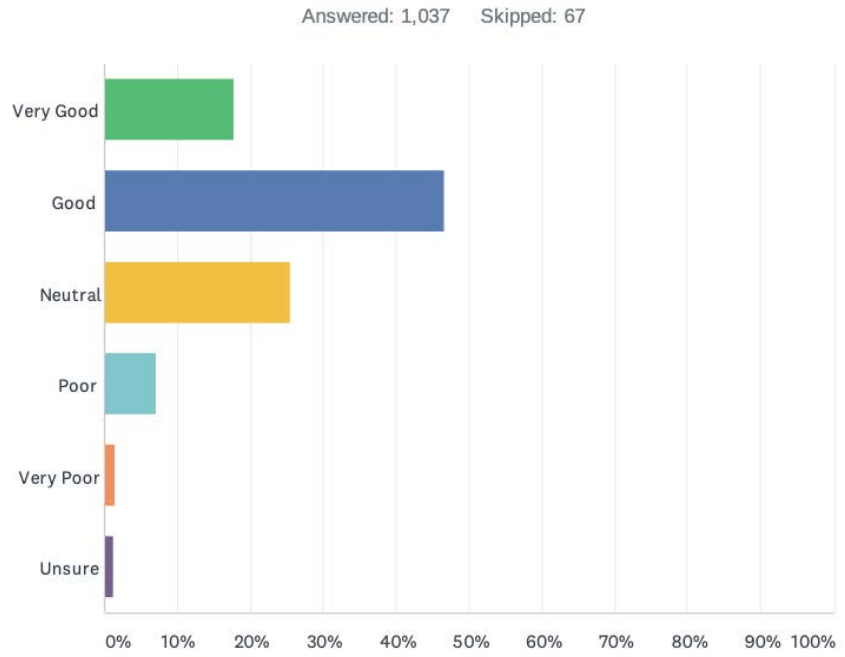
Crosstab Questions 6-10:

- Years Lived in the City

- Ward

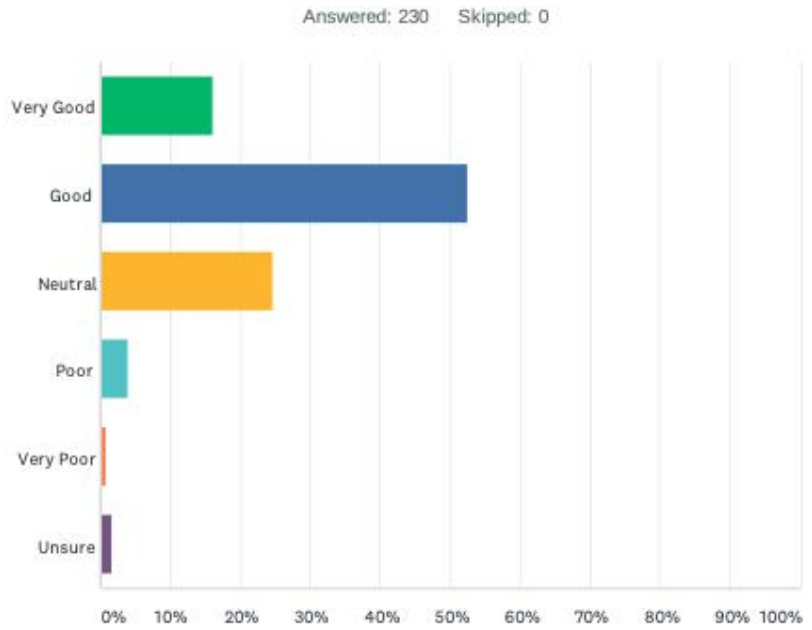
- Age Ranges

Q6. How would you rate the overall direction Huber Heights is going as a community?



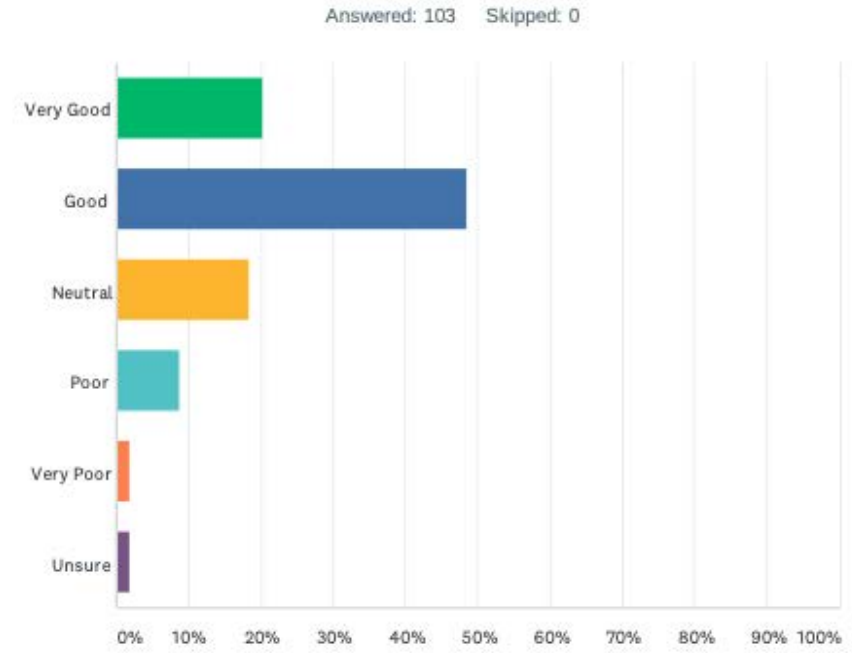
ANSWER CHOICES	RESPONSES	
Very Good	17.84%	185
Good	46.67%	484
Neutral	25.55%	265
Poor	7.14%	74
Very Poor	1.54%	16
Unsure	1.25%	13
TOTAL		1,037

Q6. How would you rate the overall direction Huber Heights is going as a community? (lived 0-5 years)



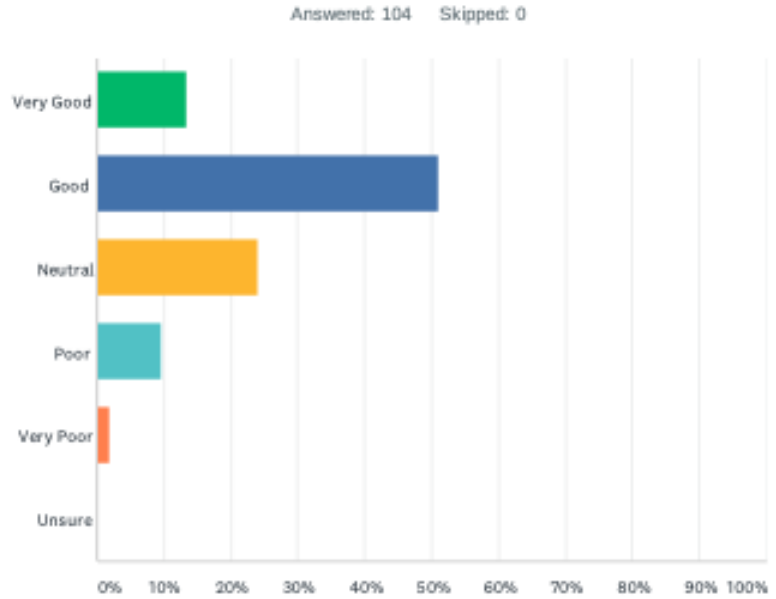
ANSWER CHOICES	RESPONSES	
Very Good	16.09%	37
Good	52.61%	121
Neutral	24.78%	57
Poor	3.91%	9
Very Poor	0.87%	2
Unsure	1.74%	4
TOTAL		230

Q6. How would you rate the overall direction Huber Heights is going as a community? (lived 6-10 years)



ANSWER CHOICES	RESPONSES	
Very Good	20.39%	21
Good	48.54%	50
Neutral	18.45%	19
Poor	8.74%	9
Very Poor	1.94%	2
Unsure	1.94%	2
TOTAL		103

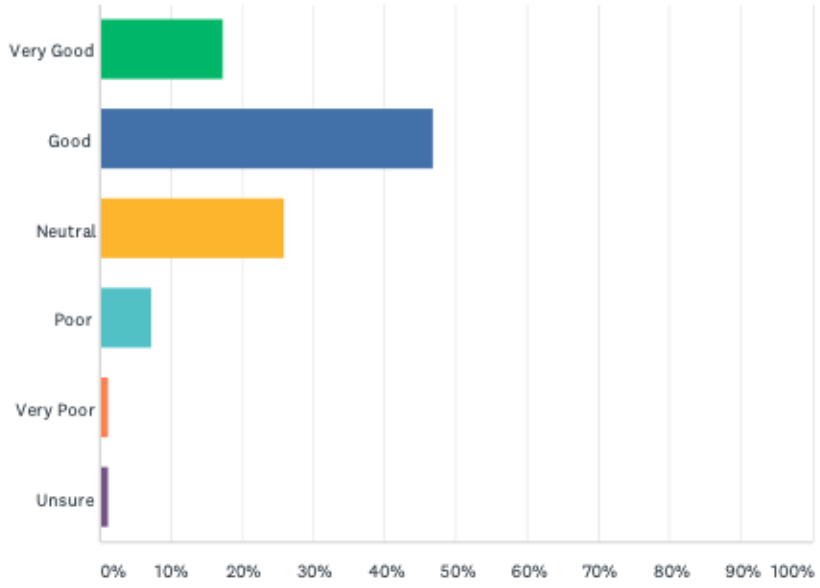
Q6. How would you rate the overall direction Huber Heights is going as a community? (lived 11-15 years)



ANSWER CHOICES	RESPONSES	
Very Good	13.46%	14
Good	50.96%	53
Neutral	24.04%	25
Poor	9.62%	10
Very Poor	1.92%	2
Unsure	0.00%	0
TOTAL		104

Q6. How would you rate the overall direction Huber Heights is going as a community? (lived 16-20 years)

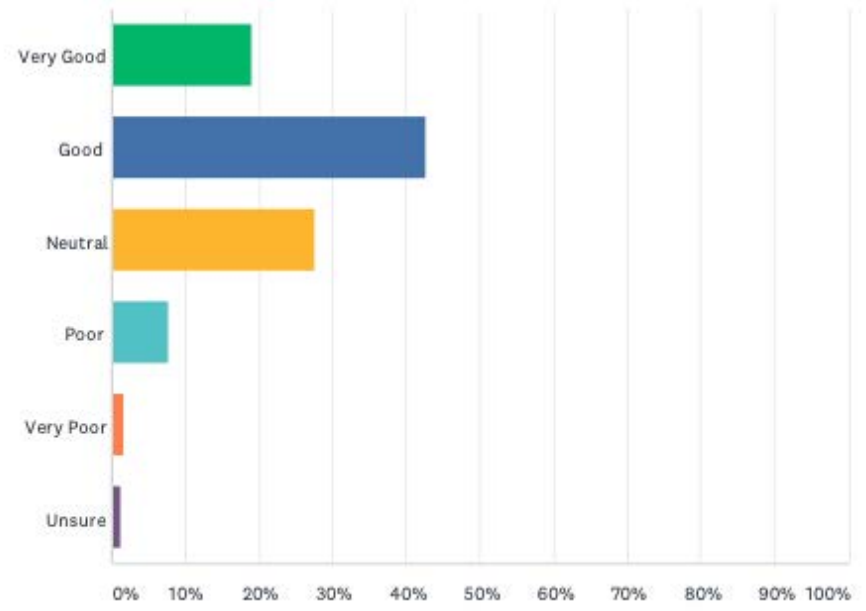
Answered: 81 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very Good	17.28%	14
Good	46.91%	38
Neutral	25.93%	21
Poor	7.41%	6
Very Poor	1.23%	1
Unsure	1.23%	1
TOTAL		81

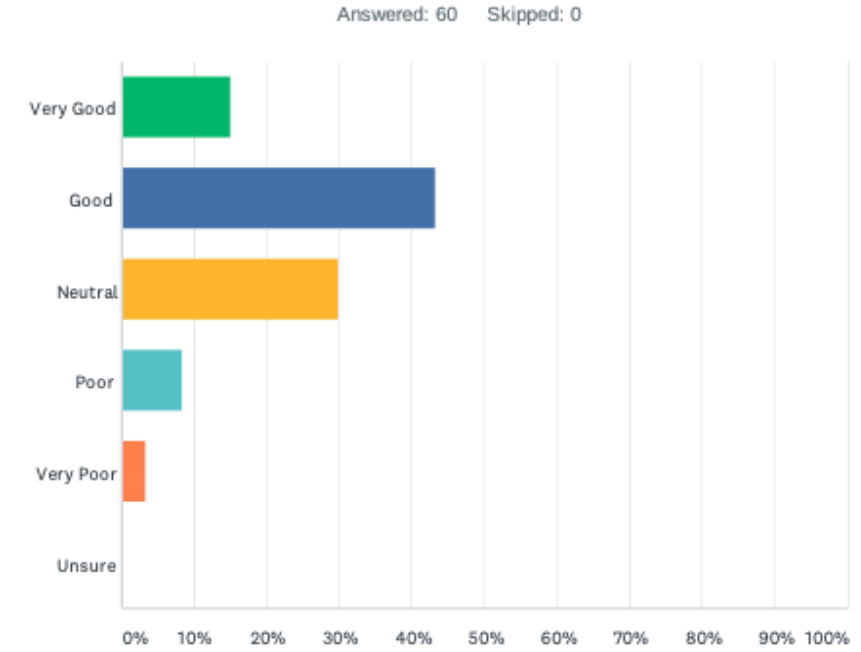
Q6. How would you rate the overall direction Huber Heights is going as a community? (lived 20+ years)

Answered: 519 Skipped: 0



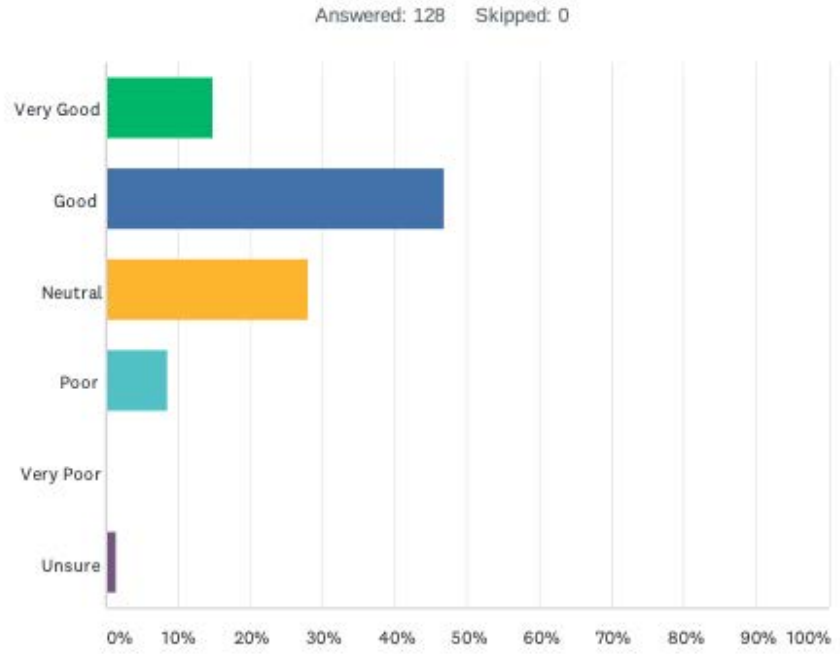
ANSWER CHOICES	RESPONSES	
Very Good	19.08%	99
Good	42.77%	222
Neutral	27.55%	143
Poor	7.71%	40
Very Poor	1.73%	9
Unsure	1.16%	6
TOTAL		519

Q6. How would you rate the overall direction Huber Heights is going as a community? (Ward 1)



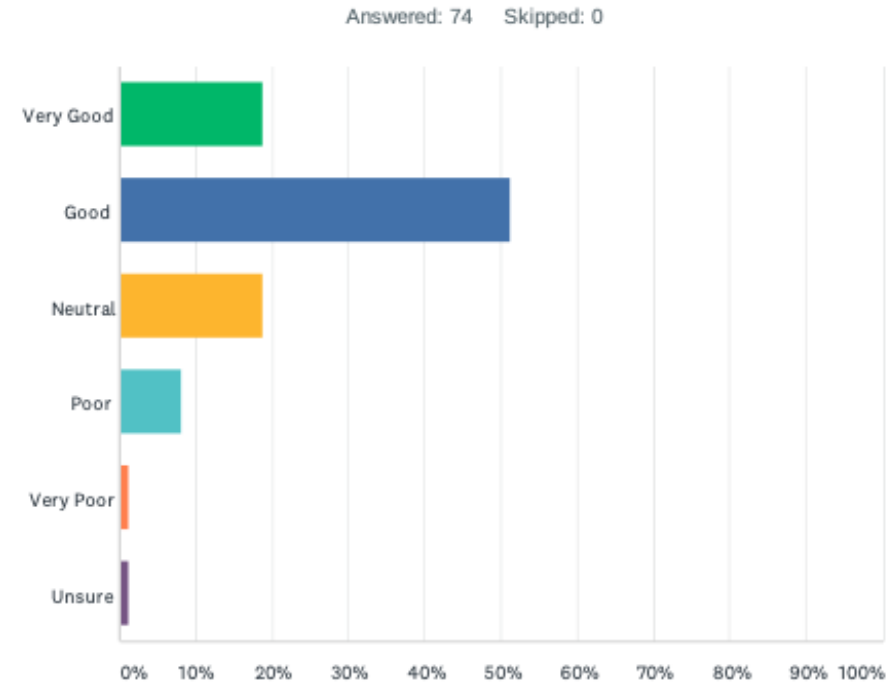
ANSWER CHOICES	RESPONSES	
Very Good	15.00%	9
Good	43.33%	26
Neutral	30.00%	18
Poor	8.33%	5
Very Poor	3.33%	2
Unsure	0.00%	0
TOTAL		60

Q6. How would you rate the overall direction Huber Heights is going as a community? (Ward 2)



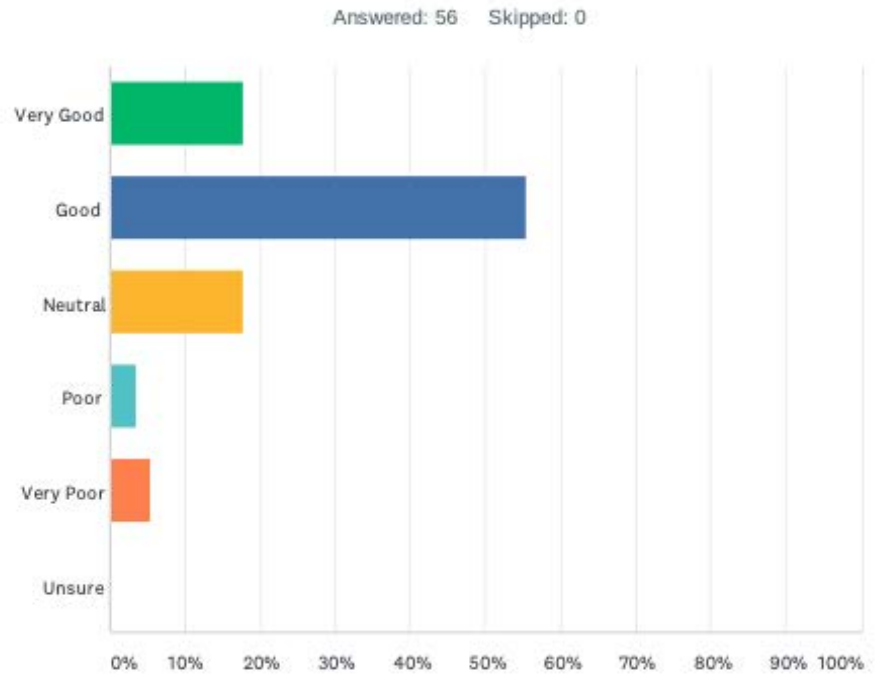
ANSWER CHOICES	RESPONSES	
Very Good	14.84%	19
Good	46.88%	60
Neutral	28.13%	36
Poor	8.59%	11
Very Poor	0.00%	0
Unsure	1.56%	2
TOTAL		128

Q6. How would you rate the overall direction Huber Heights is going as a community? (Ward 3)



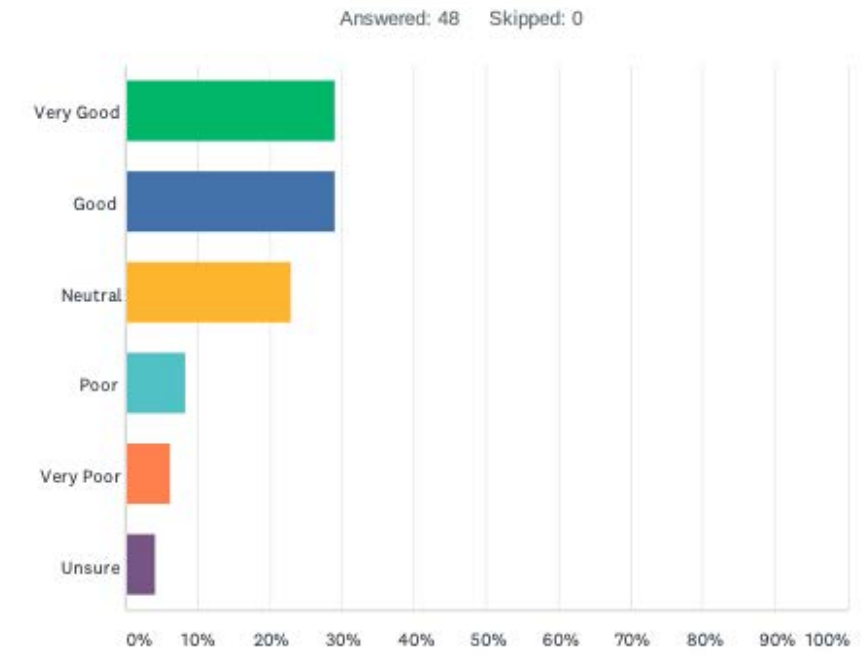
ANSWER CHOICES	RESPONSES	
Very Good	18.92%	14
Good	51.35%	38
Neutral	18.92%	14
Poor	8.11%	6
Very Poor	1.35%	1
Unsure	1.35%	1
TOTAL		74

Q6. How would you rate the overall direction Huber Heights is going as a community? (Ward 4)



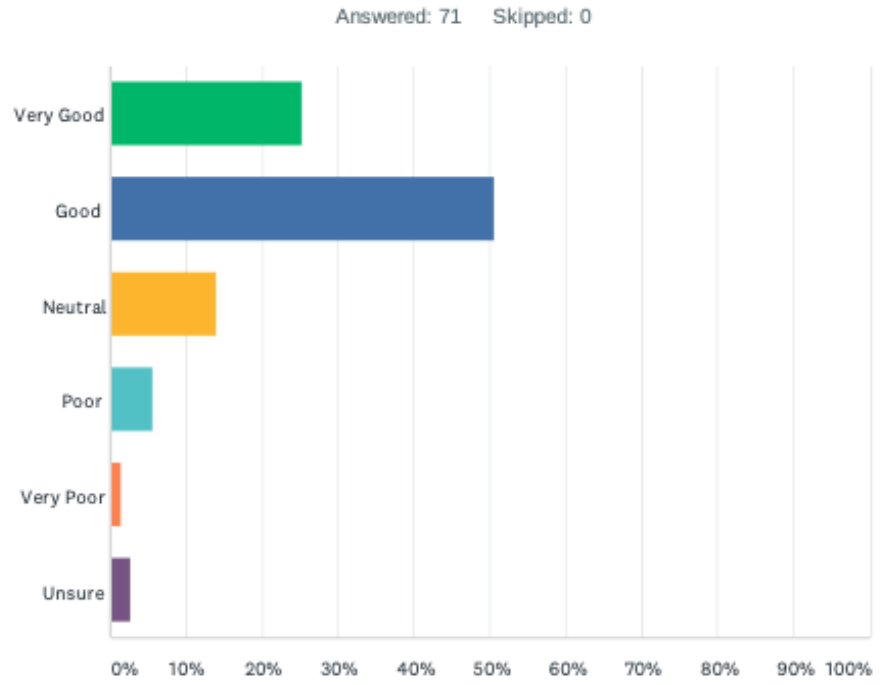
ANSWER CHOICES	RESPONSES	
Very Good	17.86%	10
Good	55.36%	31
Neutral	17.86%	10
Poor	3.57%	2
Very Poor	5.36%	3
Unsure	0.00%	0
TOTAL		56

Q6. How would you rate the overall direction Huber Heights is going as a community? (Ward 5)



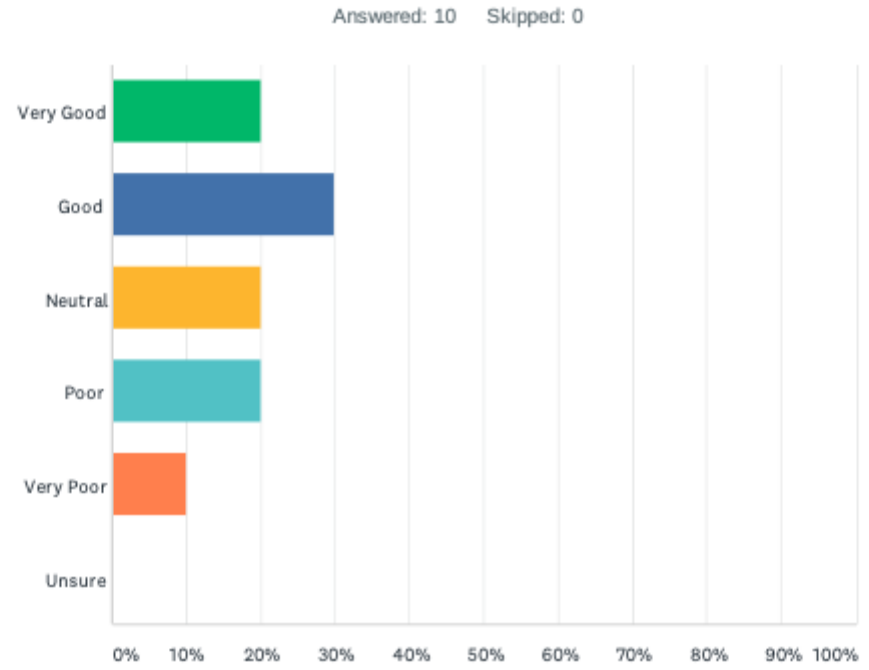
ANSWER CHOICES	RESPONSES	
Very Good	29.17%	14
Good	29.17%	14
Neutral	22.92%	11
Poor	8.33%	4
Very Poor	6.25%	3
Unsure	4.17%	2
TOTAL		48

Q6. How would you rate the overall direction Huber Heights is going as a community? (Ward 6)



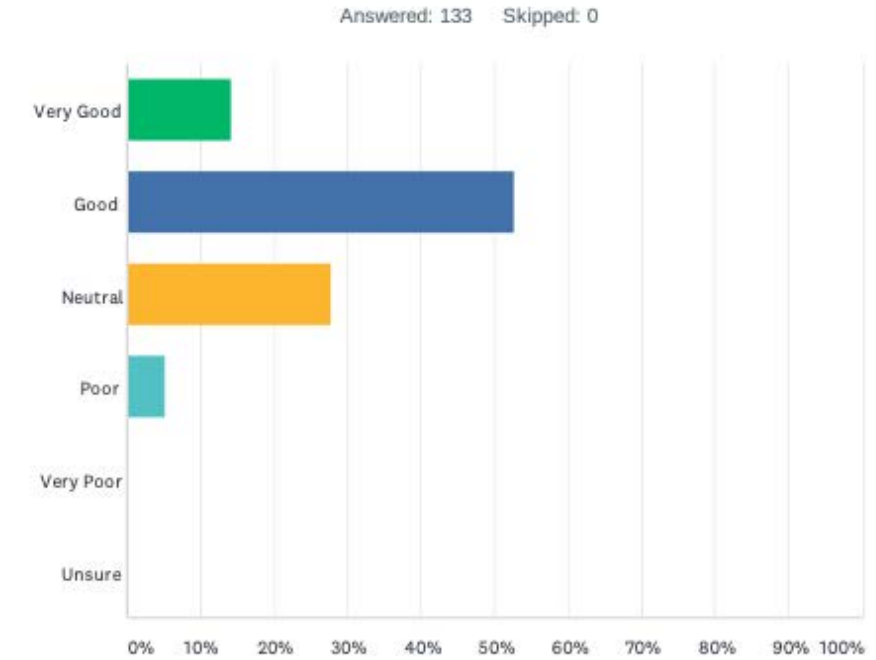
ANSWER CHOICES	RESPONSES	
Very Good	25.35%	18
Good	50.70%	36
Neutral	14.08%	10
Poor	5.63%	4
Very Poor	1.41%	1
Unsure	2.82%	2
TOTAL		71

Q6. How would you rate the overall direction Huber Heights is going as a community? (18-24 years old)



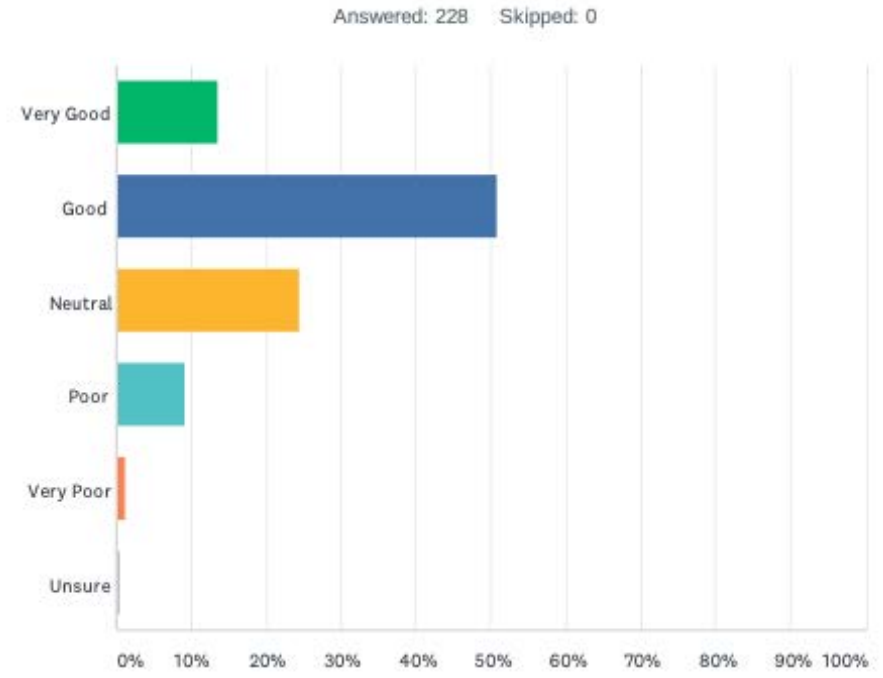
ANSWER CHOICES	RESPONSES	
Very Good	20.00%	2
Good	30.00%	3
Neutral	20.00%	2
Poor	20.00%	2
Very Poor	10.00%	1
Unsure	0.00%	0
TOTAL		10

Q6. How would you rate the overall direction Huber Heights is going as a community? (25-34 years old)



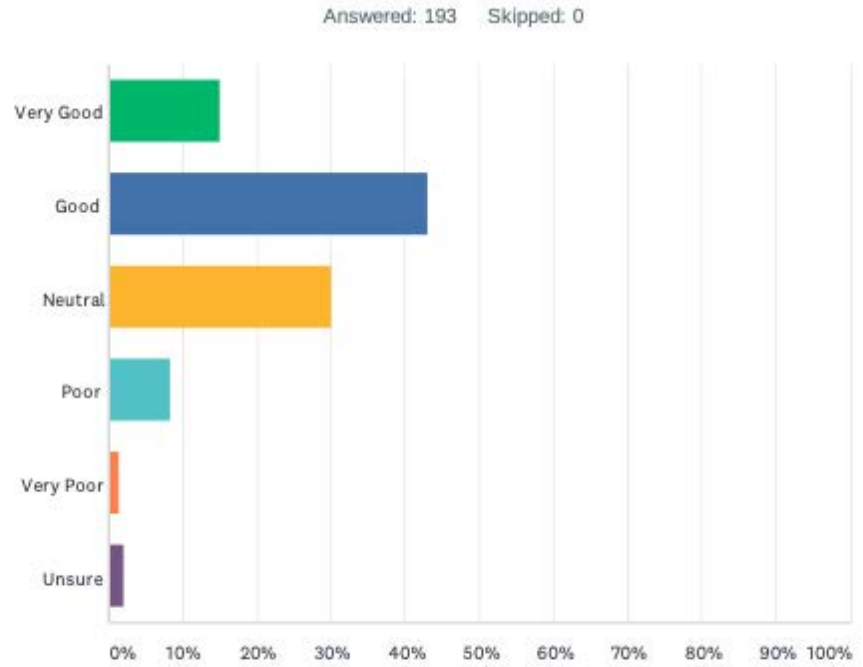
ANSWER CHOICES	RESPONSES	
Very Good	14.29%	19
Good	52.63%	70
Neutral	27.82%	37
Poor	5.26%	7
Very Poor	0.00%	0
Unsure	0.00%	0
TOTAL		133

Q6. How would you rate the overall direction Huber Heights is going as a community? (35-44 years old)



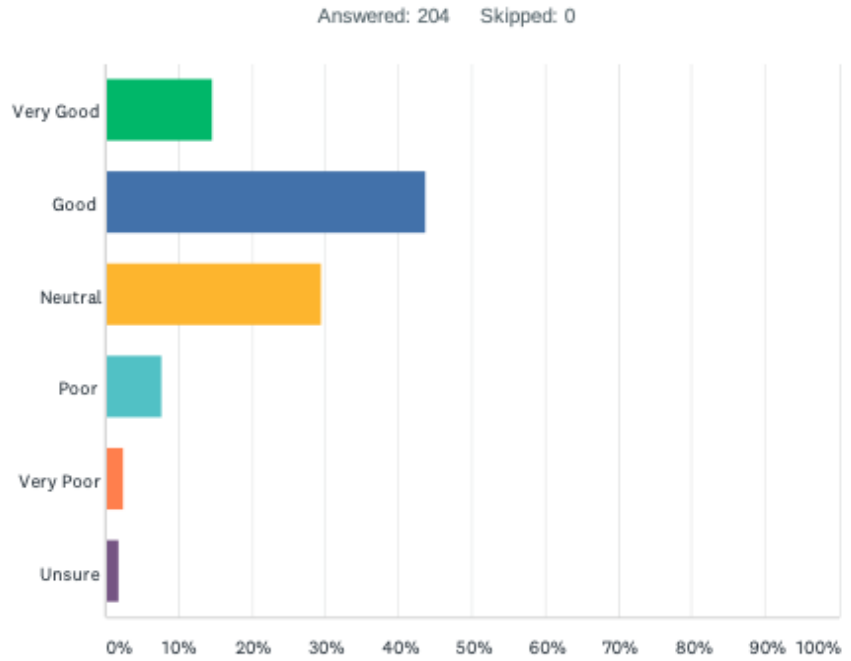
ANSWER CHOICES	RESPONSES	
Very Good	13.60%	31
Good	50.88%	116
Neutral	24.56%	56
Poor	9.21%	21
Very Poor	1.32%	3
Unsure	0.44%	1
TOTAL		228

Q6. How would you rate the overall direction Huber Heights is going as a community? (45-54 years old)



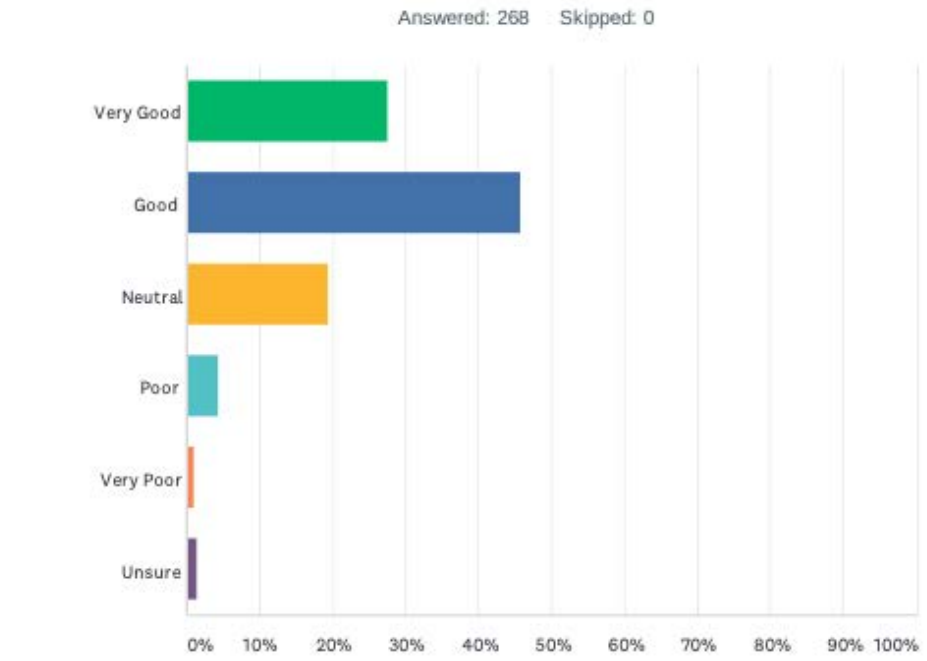
ANSWER CHOICES	RESPONSES	
Very Good	15.03%	29
Good	43.01%	83
Neutral	30.05%	58
Poor	8.29%	16
Very Poor	1.55%	3
Unsure	2.07%	4
TOTAL		193

Q6. How would you rate the overall direction Huber Heights is going as a community? (55-64 years old)



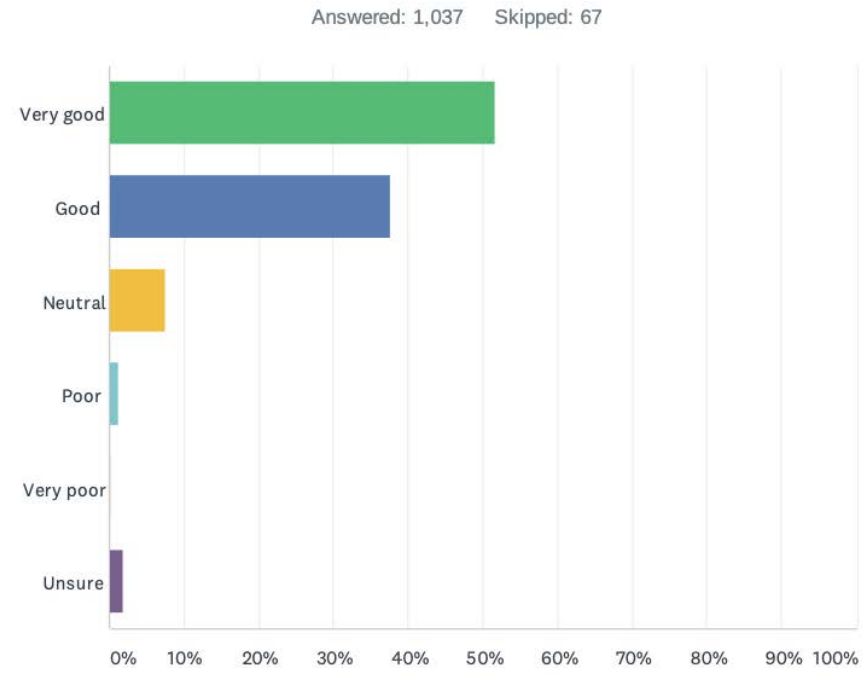
ANSWER CHOICES	RESPONSES	
Very Good	14.71%	30
Good	43.63%	89
Neutral	29.41%	60
Poor	7.84%	16
Very Poor	2.45%	5
Unsure	1.96%	4
TOTAL		204

Q6. How would you rate the overall direction Huber Heights is going as a community? (65+ years old)



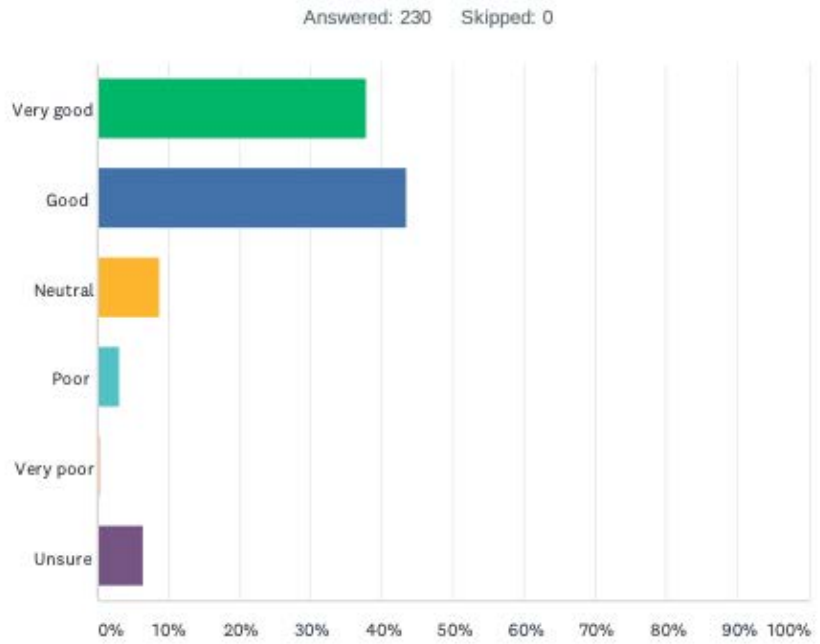
ANSWER CHOICES	RESPONSES	
Very Good	27.61%	74
Good	45.90%	123
Neutral	19.40%	52
Poor	4.48%	12
Very Poor	1.12%	3
Unsure	1.49%	4
TOTAL		268

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services?



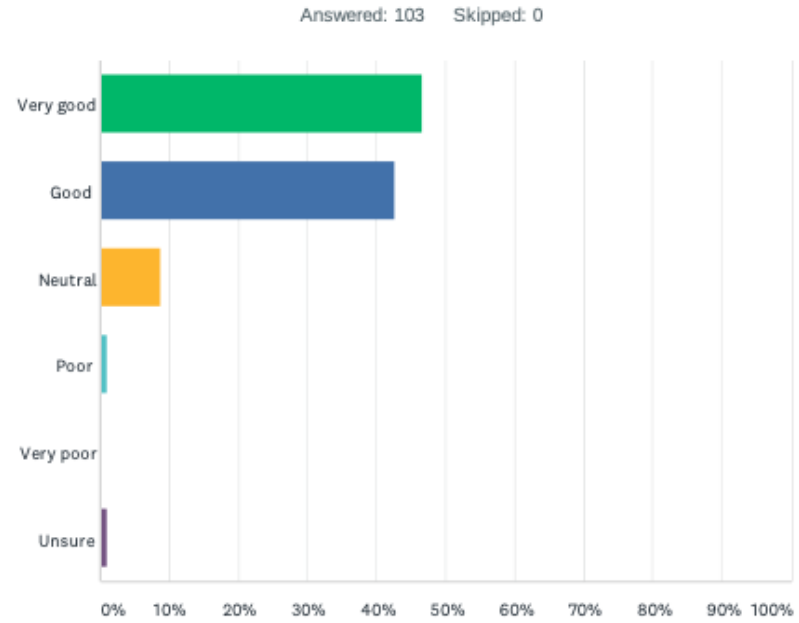
ANSWER CHOICES	RESPONSES	
Very good	51.59%	535
Good	37.61%	390
Neutral	7.52%	78
Poor	1.25%	13
Very poor	0.19%	2
Unsure	1.83%	19
TOTAL		1,037

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (lived 0-5 years)



ANSWER CHOICES	RESPONSES	
Very good	37.83%	87
Good	43.48%	100
Neutral	8.70%	20
Poor	3.04%	7
Very poor	0.43%	1
Unsure	6.52%	15
TOTAL		230

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (lived 6-10 years)

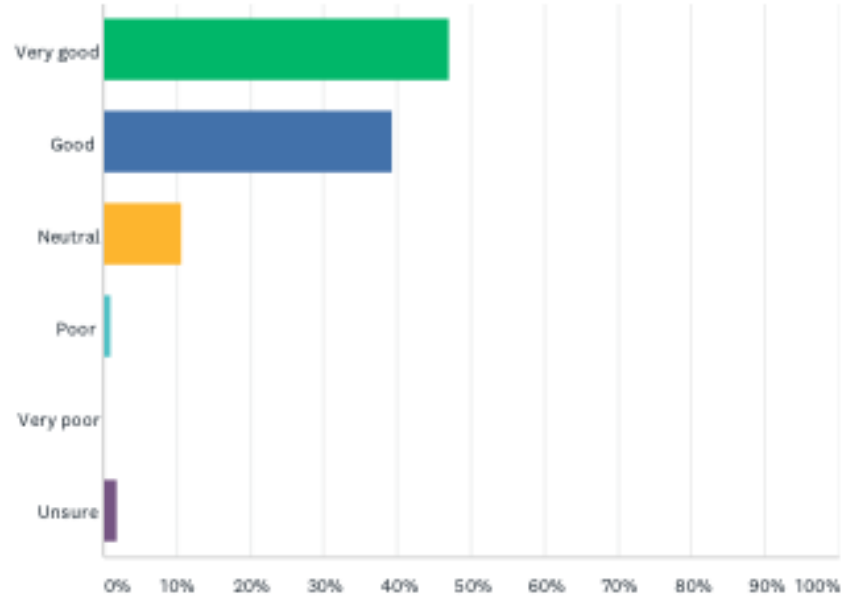


ANSWER CHOICES	RESPONSES	
Very good	46.60%	48
Good	42.72%	44
Neutral	8.74%	9
Poor	0.97%	1
Very poor	0.00%	0
Unsure	0.97%	1
TOTAL		103

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (lived 11-15 years)

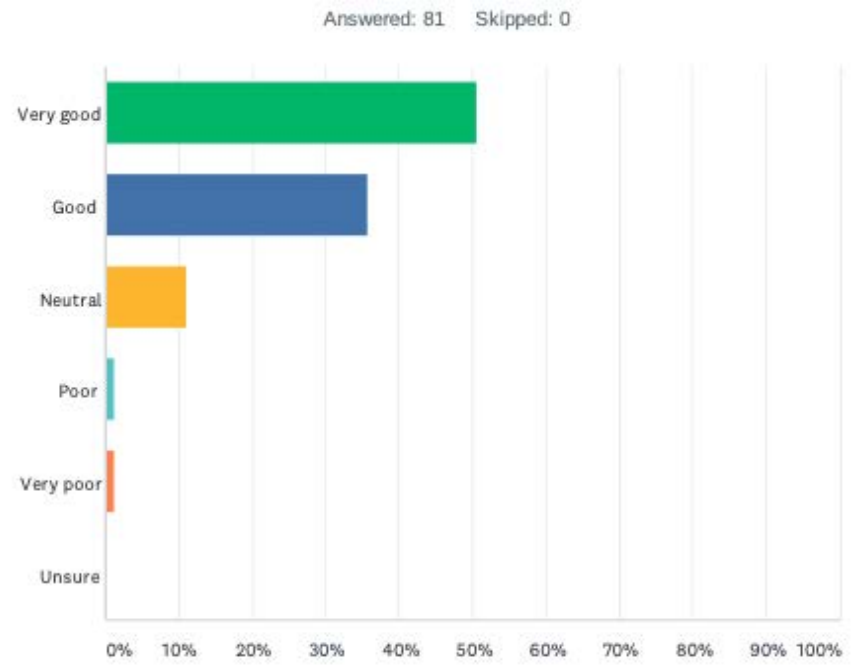
HUBER HEIGHTS
Come Grow With Us!

Answered: 104 Skipped: 0



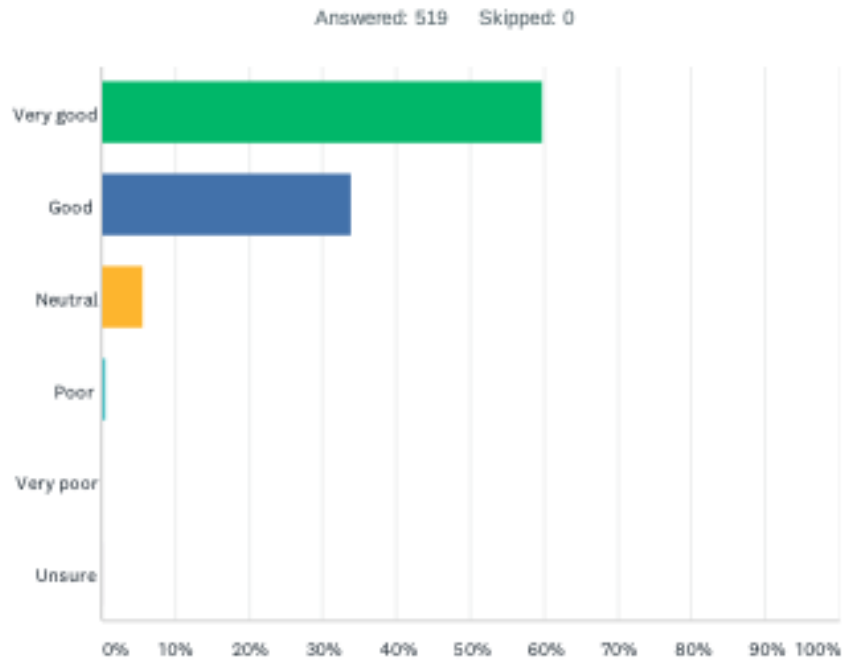
ANSWER CHOICES	RESPONSES	
Very good	47.12%	49
Good	39.42%	41
Neutral	10.58%	11
Poor	0.96%	1
Very poor	0.00%	0
Unsure	1.92%	2
TOTAL		104

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (lived 16-20 years)



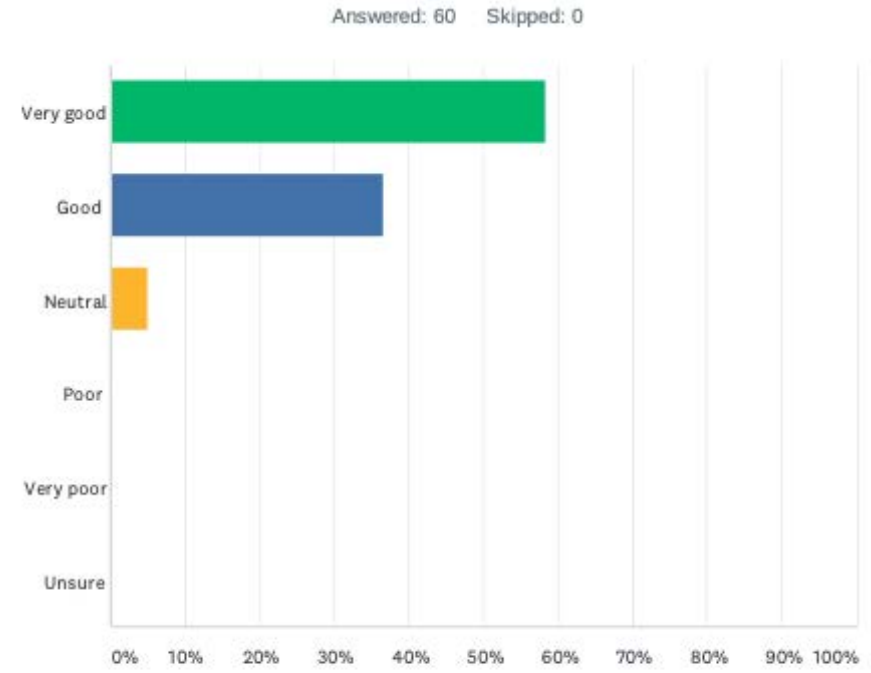
ANSWER CHOICES	RESPONSES	
Very good	50.62%	41
Good	35.80%	29
Neutral	11.11%	9
Poor	1.23%	1
Very poor	1.23%	1
Unsure	0.00%	0
TOTAL		81

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (lived 20+ years)



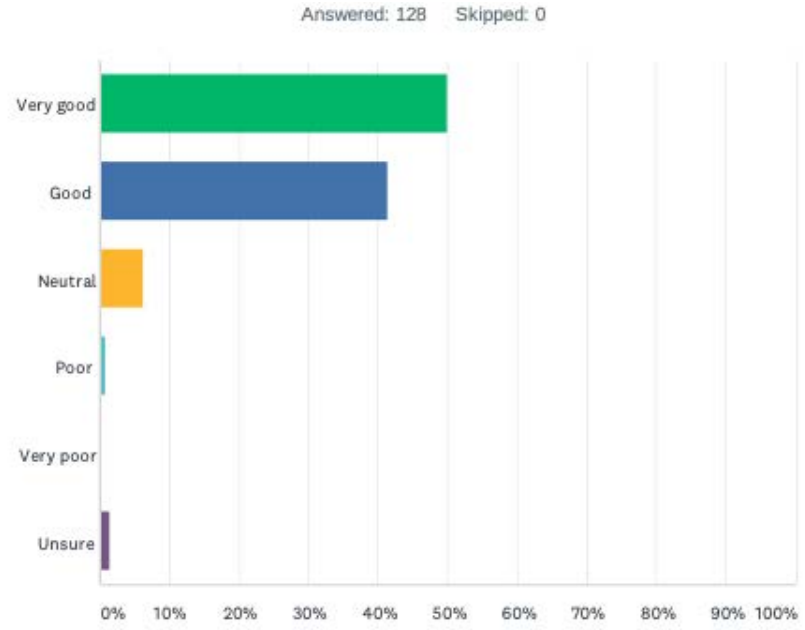
ANSWER CHOICES	RESPONSES	
Very good	59.73%	310
Good	33.91%	176
Neutral	5.59%	29
Poor	0.58%	3
Very poor	0.00%	0
Unsure	0.19%	1
TOTAL		519

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (Ward 1)



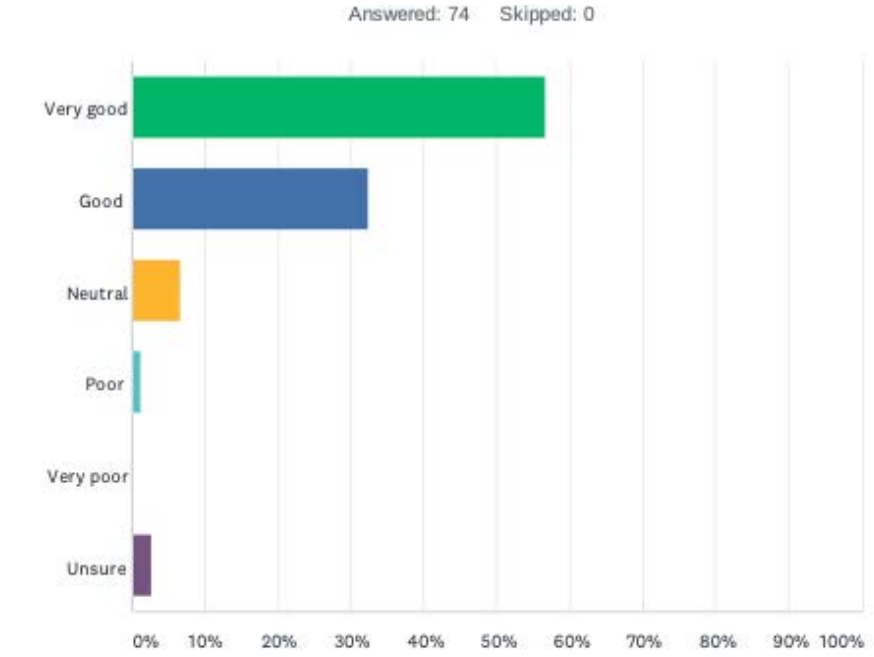
ANSWER CHOICES	RESPONSES	
Very good	58.33%	35
Good	36.67%	22
Neutral	5.00%	3
Poor	0.00%	0
Very poor	0.00%	0
Unsure	0.00%	0
TOTAL		60

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (Ward 2)



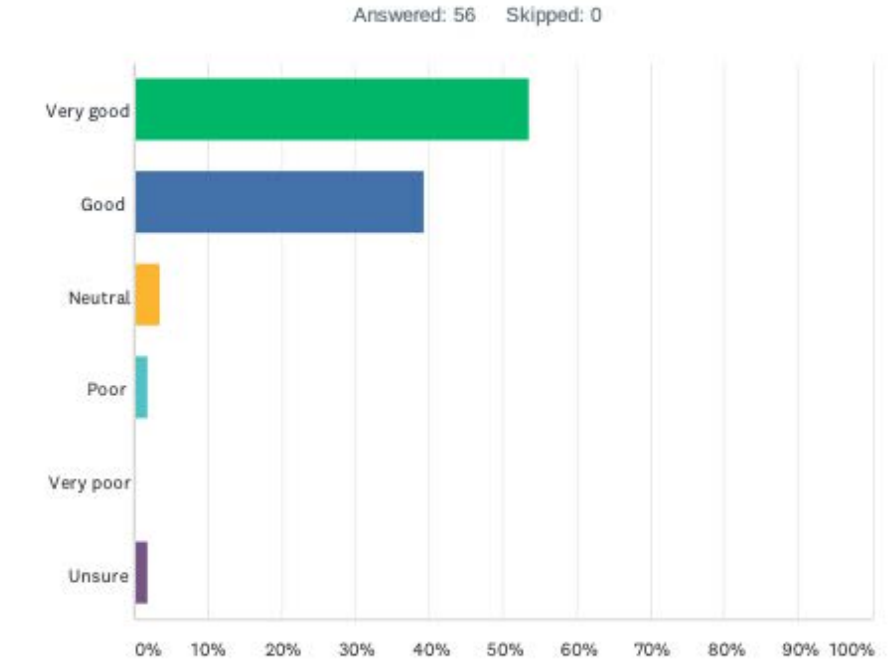
ANSWER CHOICES	RESPONSES	
Very good	50.00%	64
Good	41.41%	53
Neutral	6.25%	8
Poor	0.78%	1
Very poor	0.00%	0
Unsure	1.56%	2
TOTAL		128

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (Ward 3)



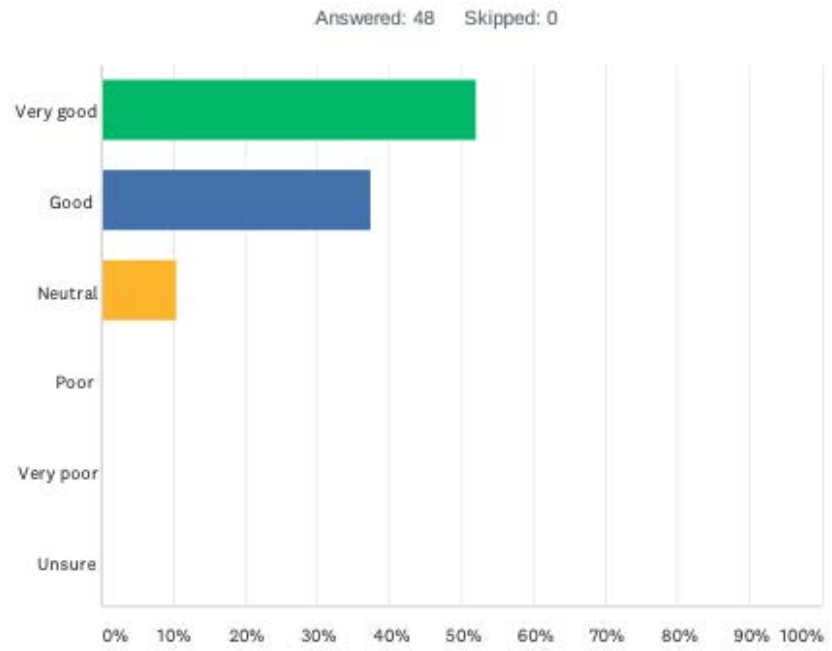
ANSWER CHOICES	RESPONSES	
Very good	56.76%	42
Good	32.43%	24
Neutral	6.76%	5
Poor	1.35%	1
Very poor	0.00%	0
Unsure	2.70%	2
TOTAL		74

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (Ward 4)



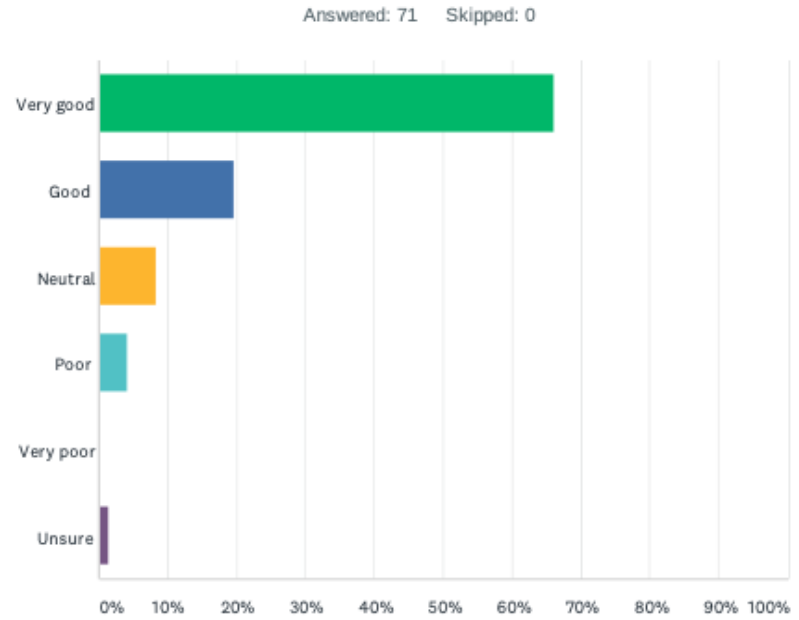
ANSWER CHOICES	RESPONSES	
Very good	53.57%	30
Good	39.29%	22
Neutral	3.57%	2
Poor	1.79%	1
Very poor	0.00%	0
Unsure	1.79%	1
TOTAL		56

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (Ward 5)



ANSWER CHOICES	RESPONSES	
Very good	52.08%	25
Good	37.50%	18
Neutral	10.42%	5
Poor	0.00%	0
Very poor	0.00%	0
Unsure	0.00%	0
TOTAL		48

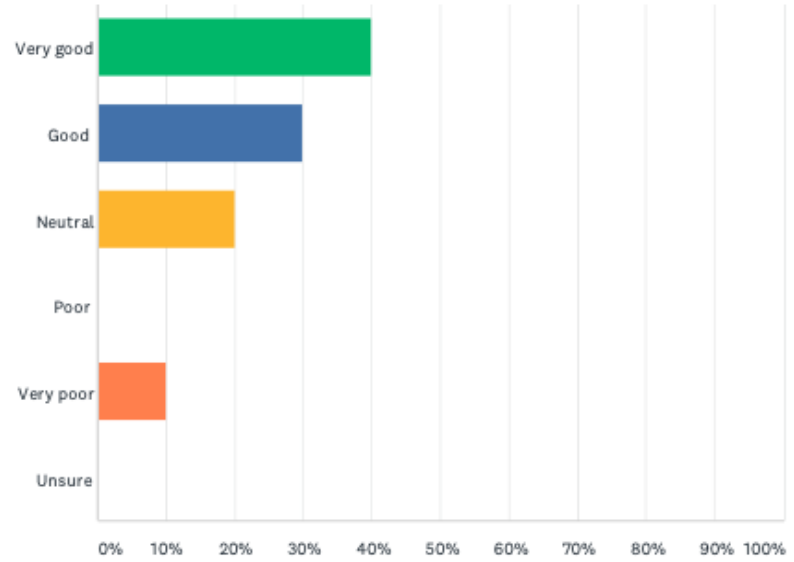
Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (Ward 6)



ANSWER CHOICES	RESPONSES	
Very good	66.20%	47
Good	19.72%	14
Neutral	8.45%	6
Poor	4.23%	3
Very poor	0.00%	0
Unsure	1.41%	1
TOTAL		71

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (18-24 years old)

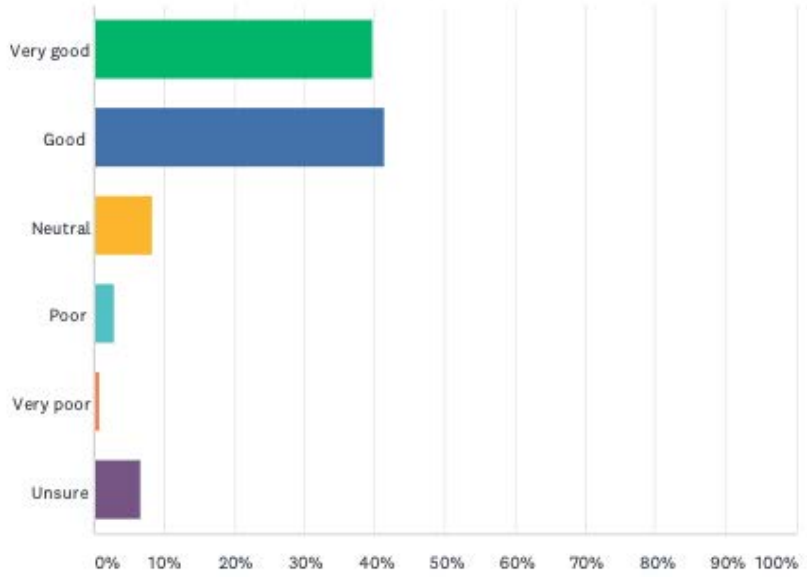
Answered: 10 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very good	40.00%	4
Good	30.00%	3
Neutral	20.00%	2
Poor	0.00%	0
Very poor	10.00%	1
Unsure	0.00%	0
TOTAL		10

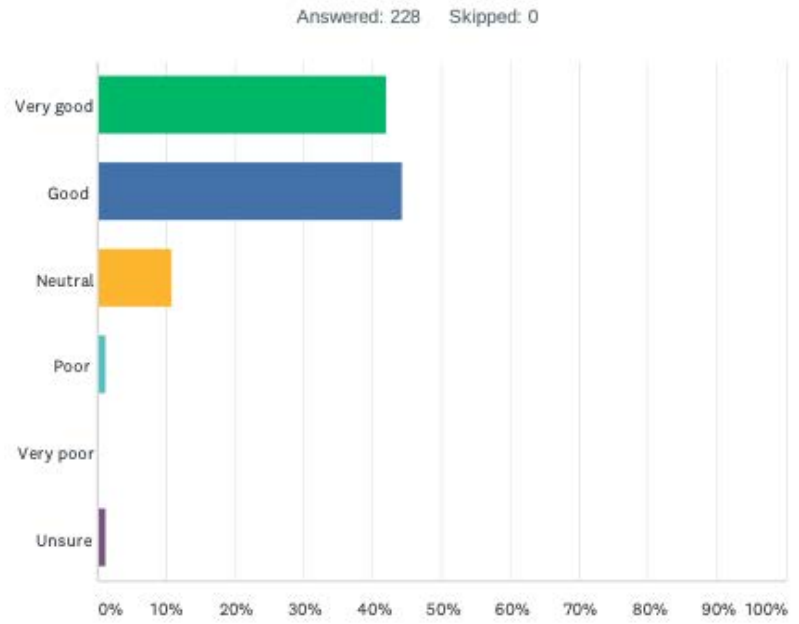
Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (25-34 years old)

Answered: 133 Skipped: 0



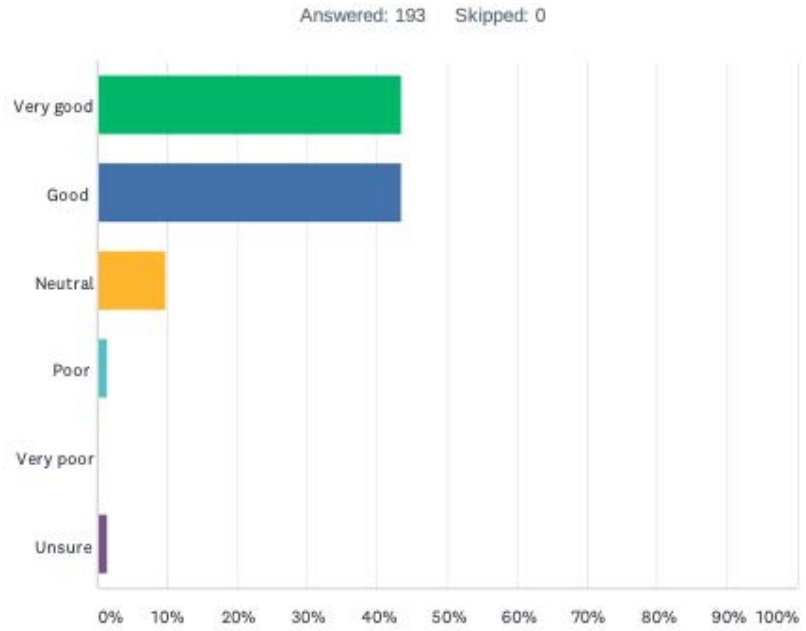
ANSWER CHOICES	RESPONSES	
Very good	39.85%	53
Good	41.35%	55
Neutral	8.27%	11
Poor	3.01%	4
Very poor	0.75%	1
Unsure	6.77%	9
TOTAL		133

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (35-44 years old)



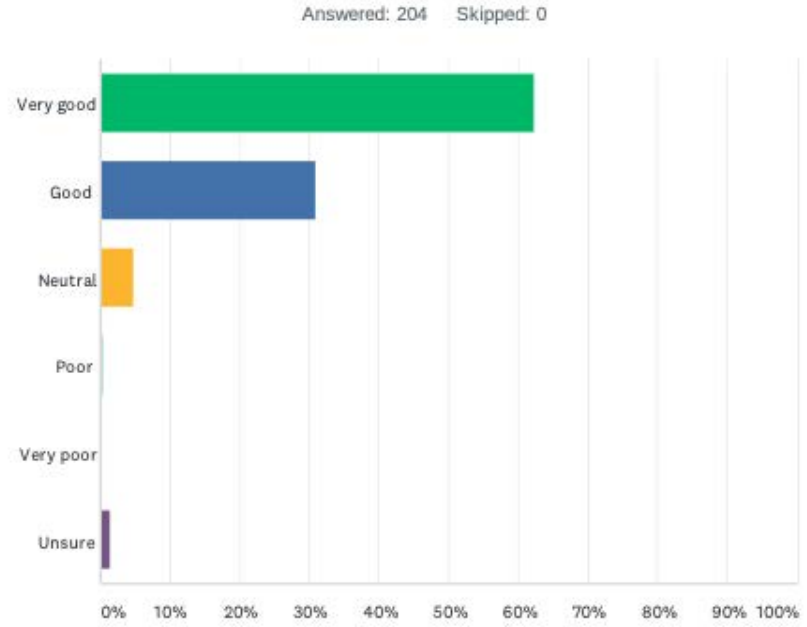
ANSWER CHOICES	RESPONSES	
Very good	42.11%	96
Good	44.30%	101
Neutral	10.96%	25
Poor	1.32%	3
Very poor	0.00%	0
Unsure	1.32%	3
TOTAL		228

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (45-54 years old)



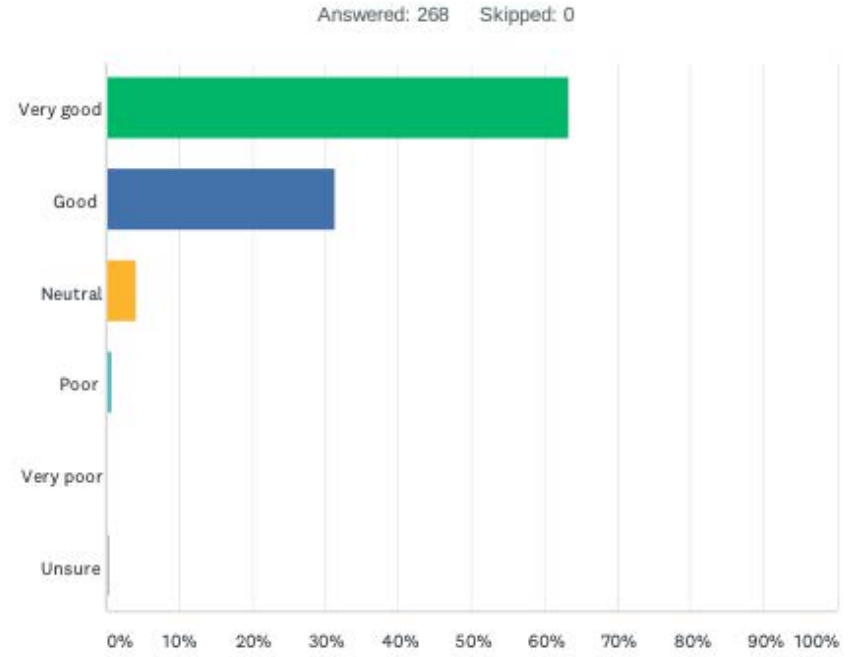
ANSWER CHOICES	RESPONSES	
Very good	43.52%	84
Good	43.52%	84
Neutral	9.84%	19
Poor	1.55%	3
Very poor	0.00%	0
Unsure	1.55%	3
TOTAL		193

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (55-64 years old)



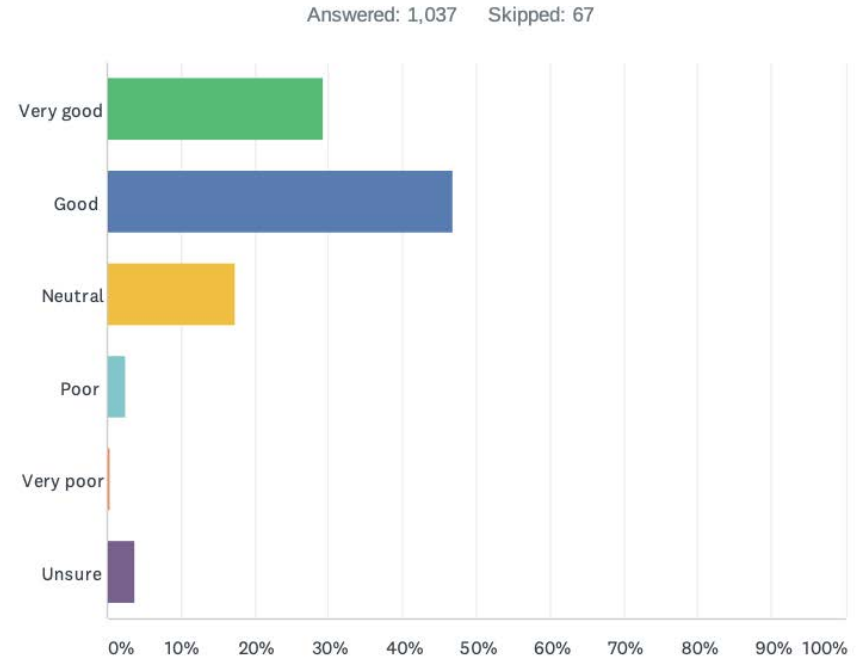
ANSWER CHOICES	RESPONSES	
Very good	62.25%	127
Good	30.88%	63
Neutral	4.90%	10
Poor	0.49%	1
Very poor	0.00%	0
Unsure	1.47%	3
TOTAL		204

Q7. How would you rate the Public Safety Services including, EMS, Fire, and Police services? (65+ years old)



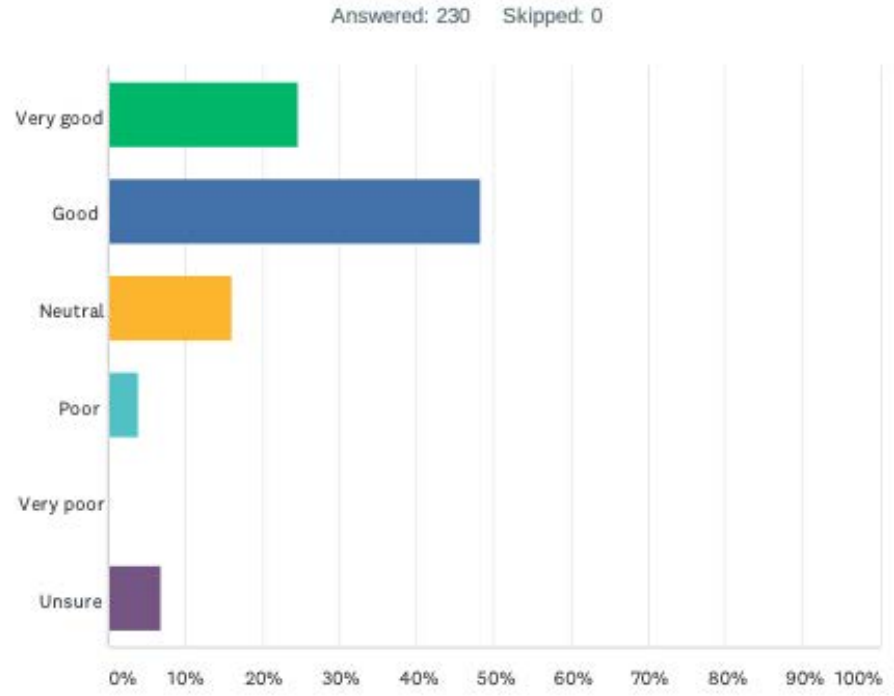
ANSWER CHOICES	RESPONSES	
Very good	63.43%	170
Good	31.34%	84
Neutral	4.10%	11
Poor	0.75%	2
Very poor	0.00%	0
Unsure	0.37%	1
TOTAL		268

Q8. How would you rate our Parks and Recreation Services?



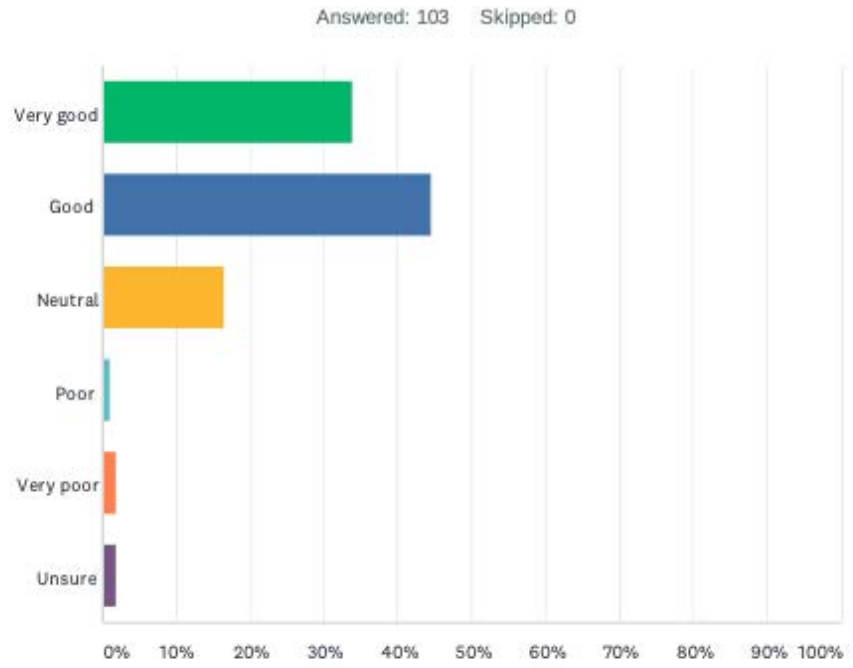
ANSWER CHOICES	RESPONSES	
Very good	29.22%	303
Good	46.87%	486
Neutral	17.45%	181
Poor	2.41%	25
Very poor	0.39%	4
Unsure	3.66%	38
TOTAL		1,037

Q8. How would you rate our Parks and Recreation Services? (lived 0-5 years)



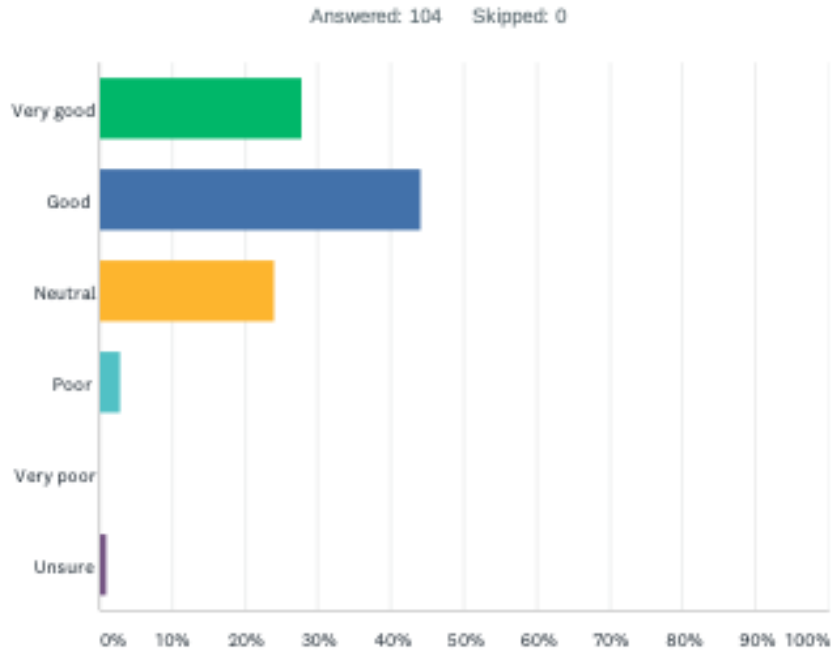
ANSWER CHOICES	RESPONSES	
Very good	24.78%	57
Good	48.26%	111
Neutral	16.09%	37
Poor	3.91%	9
Very poor	0.00%	0
Unsure	6.96%	16
TOTAL		230

Q8. How would you rate our Parks and Recreation Services? (lived 6-10 years)



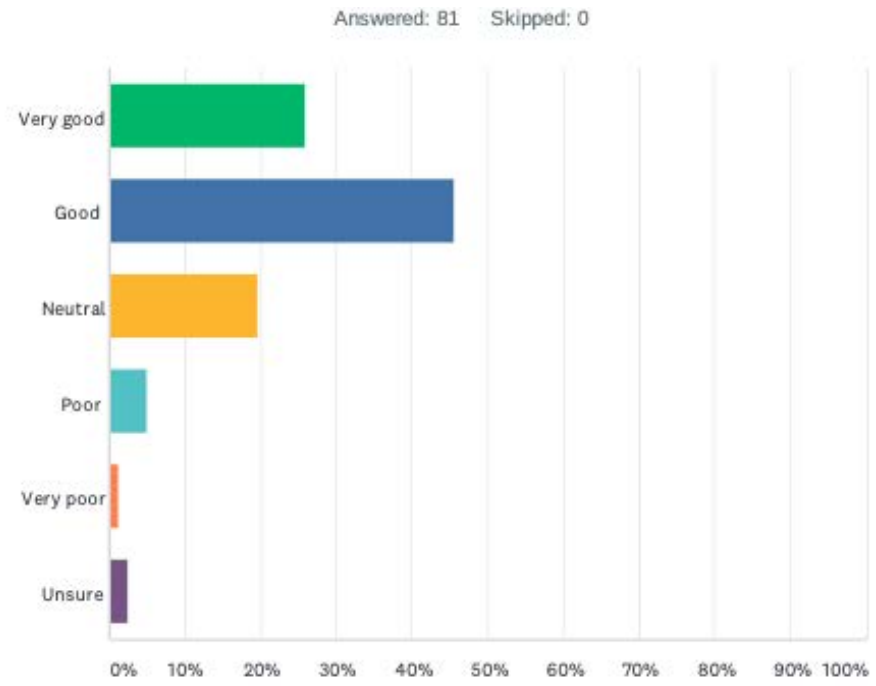
ANSWER CHOICES	RESPONSES	
Very good	33.98%	35
Good	44.66%	46
Neutral	16.50%	17
Poor	0.97%	1
Very poor	1.94%	2
Unsure	1.94%	2
TOTAL		103

Q8. How would you rate our Parks and Recreation Services? (lived 11-15 years)



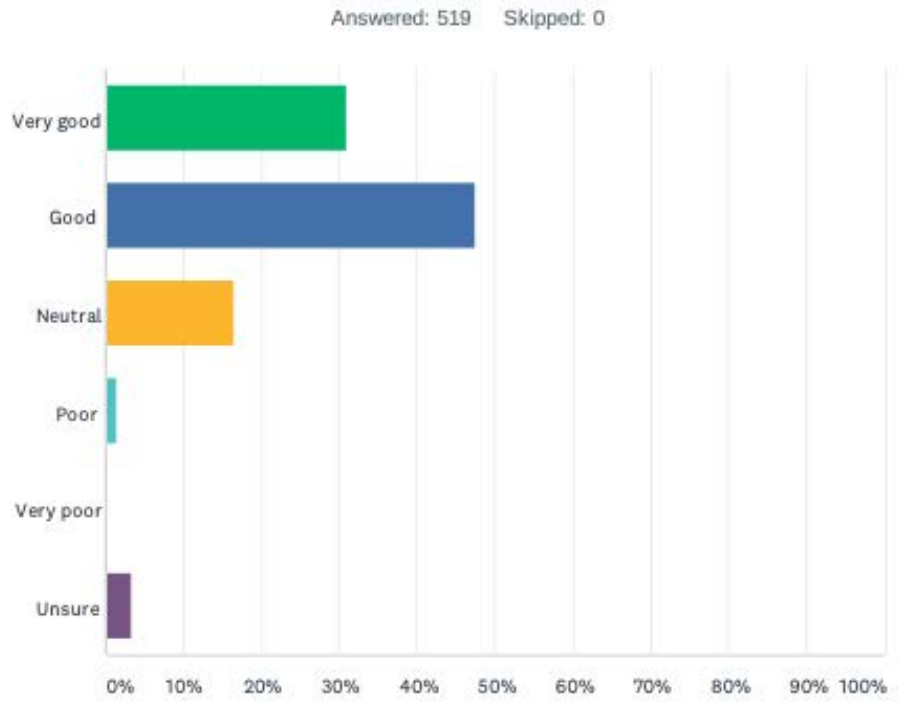
ANSWER CHOICES	RESPONSES	
Very good	27.88%	29
Good	44.23%	46
Neutral	24.04%	25
Poor	2.88%	3
Very poor	0.00%	0
Unsure	0.96%	1
TOTAL		104

Q8. How would you rate our Parks and Recreation Services? (lived 16-20 years)



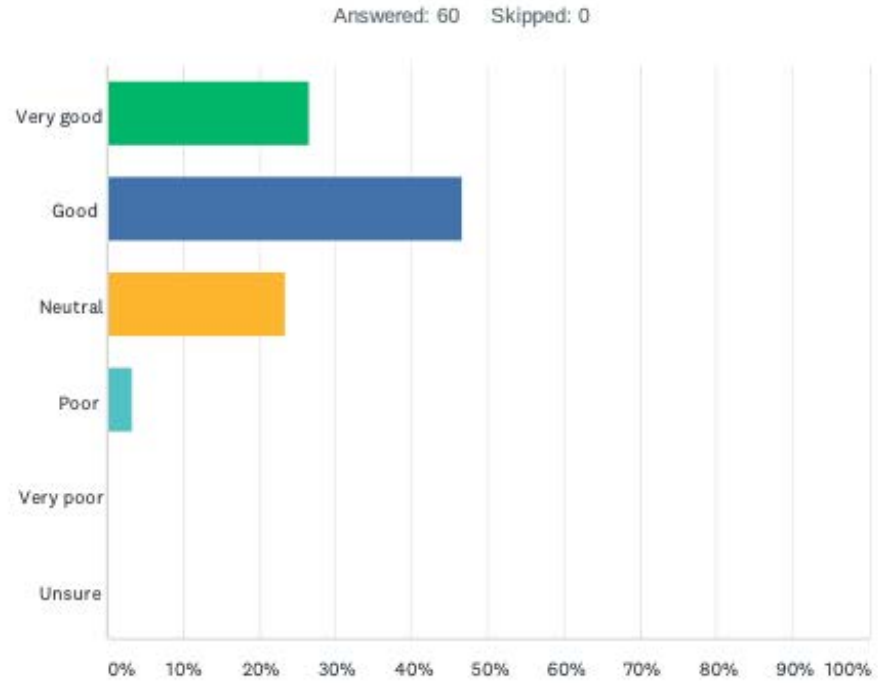
ANSWER CHOICES	RESPONSES	
Very good	25.93%	21
Good	45.68%	37
Neutral	19.75%	16
Poor	4.94%	4
Very poor	1.23%	1
Unsure	2.47%	2
TOTAL		81

Q8. How would you rate our Parks and Recreation Services? (lived 20+ years)



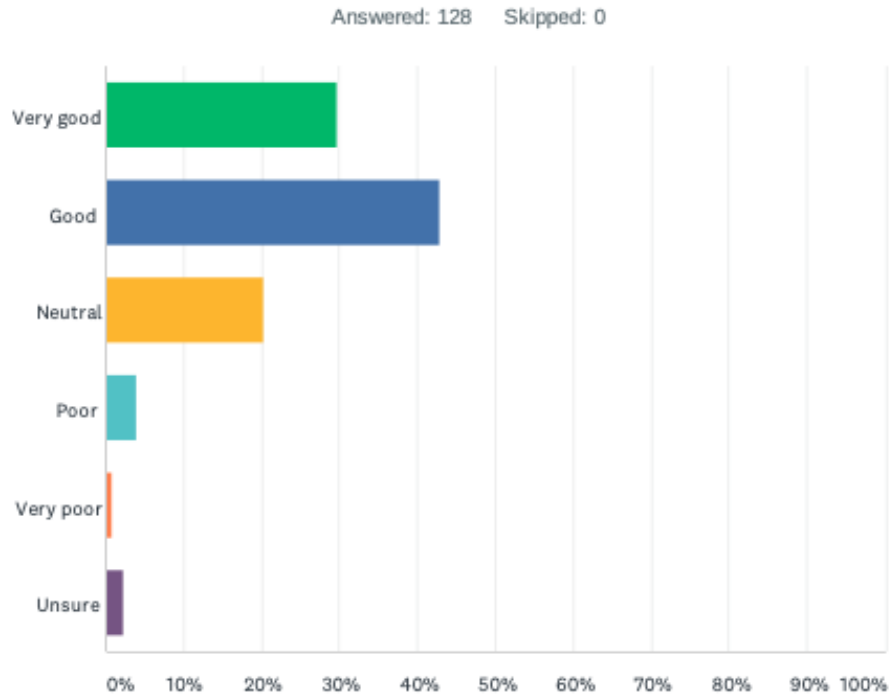
ANSWER CHOICES	RESPONSES	
Very good	31.02%	161
Good	47.40%	246
Neutral	16.57%	86
Poor	1.54%	8
Very poor	0.19%	1
Unsure	3.28%	17
TOTAL		519

Q8. How would you rate our Parks and Recreation Services? (Ward 1)



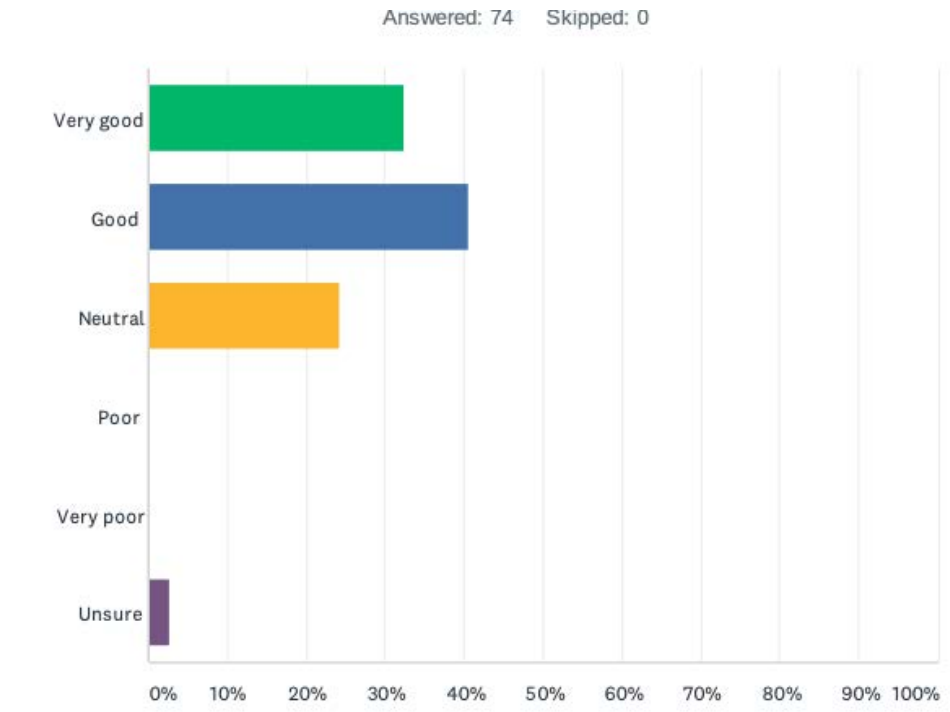
ANSWER CHOICES	RESPONSES	
Very good	26.67%	16
Good	46.67%	28
Neutral	23.33%	14
Poor	3.33%	2
Very poor	0.00%	0
Unsure	0.00%	0
TOTAL		60

Q8. How would you rate our Parks and Recreation Services? (Ward 2)



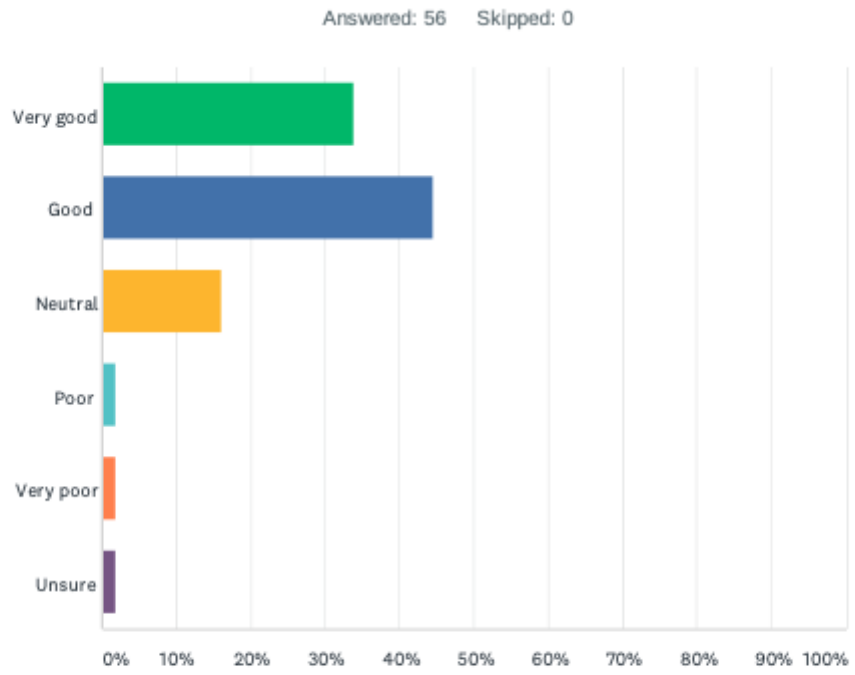
ANSWER CHOICES	RESPONSES	
Very good	29.69%	38
Good	42.97%	55
Neutral	20.31%	26
Poor	3.91%	5
Very poor	0.78%	1
Unsure	2.34%	3
TOTAL		128

Q8. How would you rate our Parks and Recreation Services? (Ward 3)



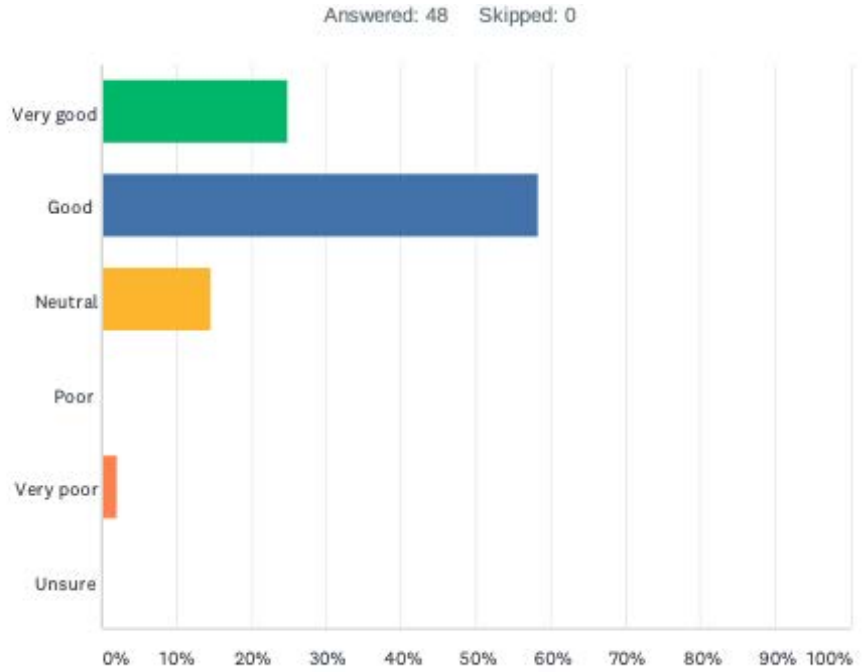
ANSWER CHOICES	RESPONSES	
Very good	32.43%	24
Good	40.54%	30
Neutral	24.32%	18
Poor	0.00%	0
Very poor	0.00%	0
Unsure	2.70%	2
TOTAL		74

Q8. How would you rate our Parks and Recreation Services? (Ward 4)



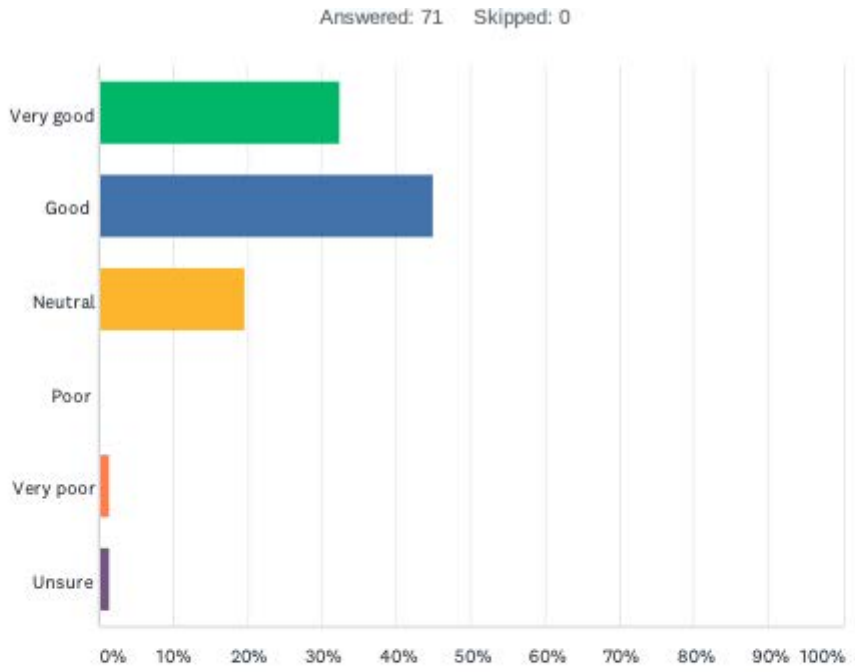
ANSWER CHOICES	RESPONSES	
Very good	33.93%	19
Good	44.64%	25
Neutral	16.07%	9
Poor	1.79%	1
Very poor	1.79%	1
Unsure	1.79%	1
TOTAL		56

Q8. How would you rate our Parks and Recreation Services? (Ward 5)



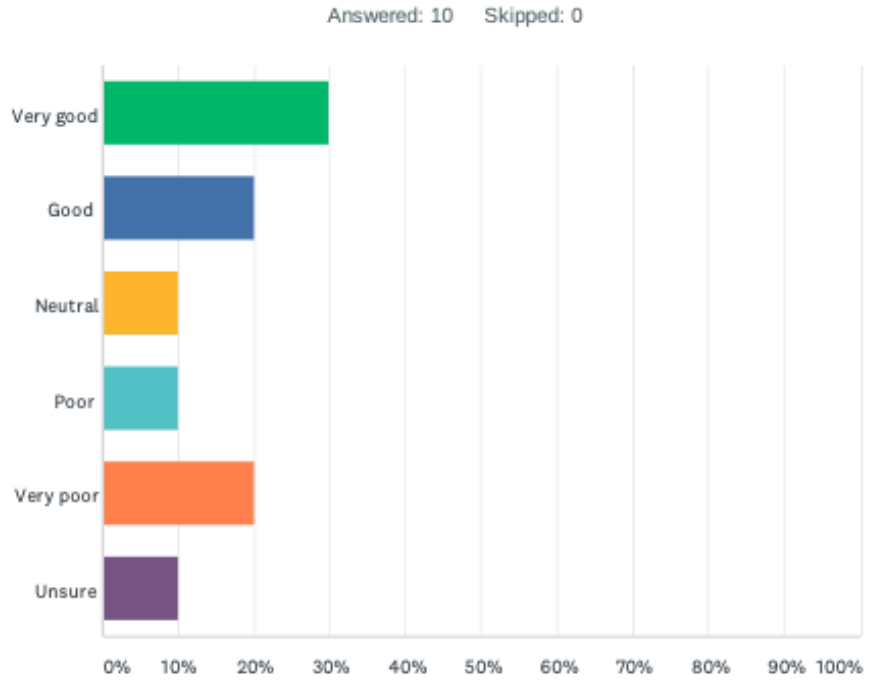
ANSWER CHOICES	RESPONSES	
Very good	25.00%	12
Good	58.33%	28
Neutral	14.58%	7
Poor	0.00%	0
Very poor	2.08%	1
Unsure	0.00%	0
TOTAL		48

Q8. How would you rate our Parks and Recreation Services? (Ward 6)



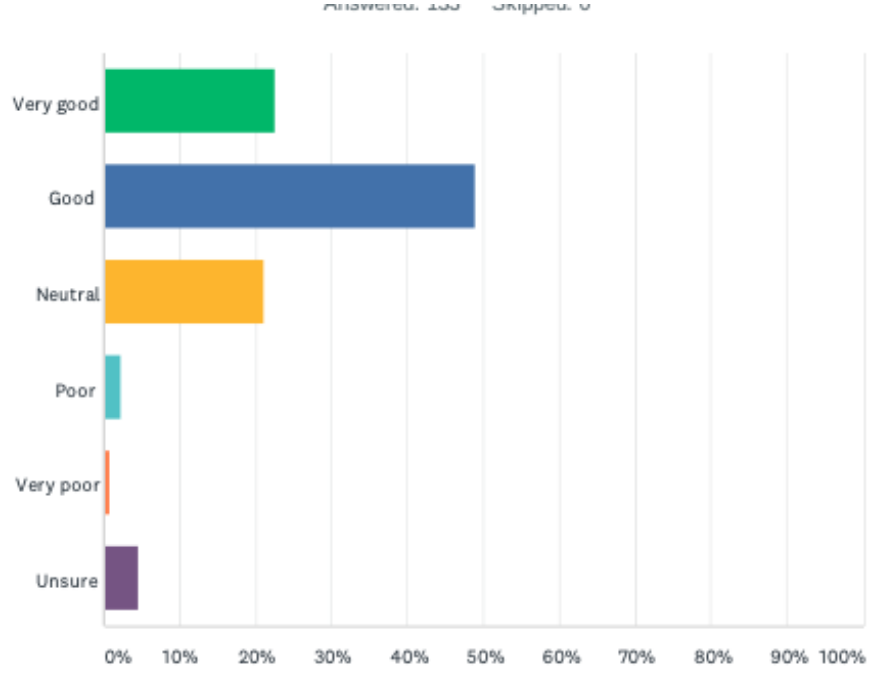
ANSWER CHOICES	RESPONSES	
Very good	32.39%	23
Good	45.07%	32
Neutral	19.72%	14
Poor	0.00%	0
Very poor	1.41%	1
Unsure	1.41%	1
TOTAL		71

Q8. How would you rate our Parks and Recreation Services? (18-24 years old)



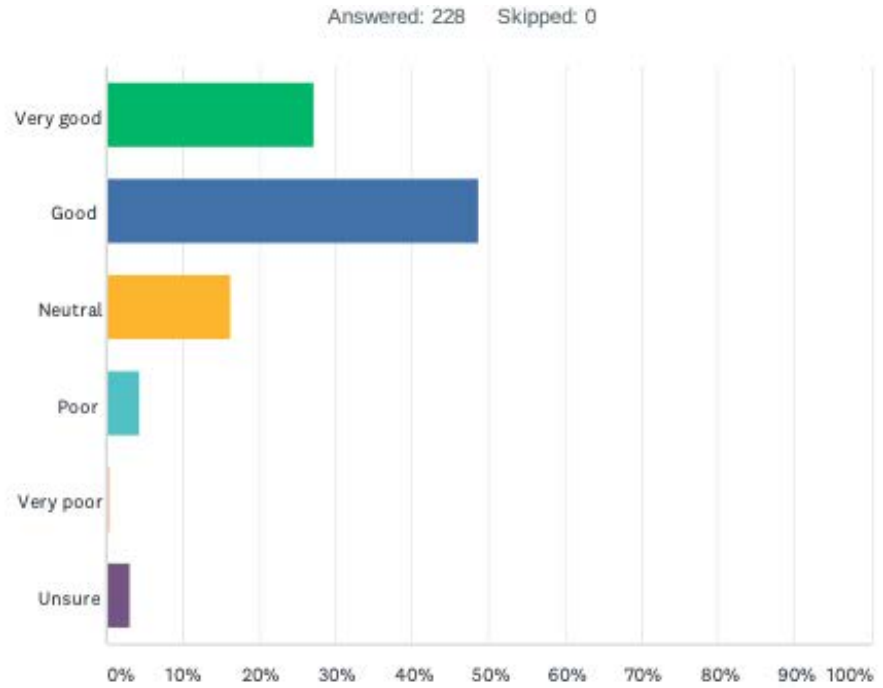
ANSWER CHOICES	RESPONSES	
Very good	30.00%	3
Good	20.00%	2
Neutral	10.00%	1
Poor	10.00%	1
Very poor	20.00%	2
Unsure	10.00%	1
TOTAL		10

Q8. How would you rate our Parks and Recreation Services? (25-34 years old)



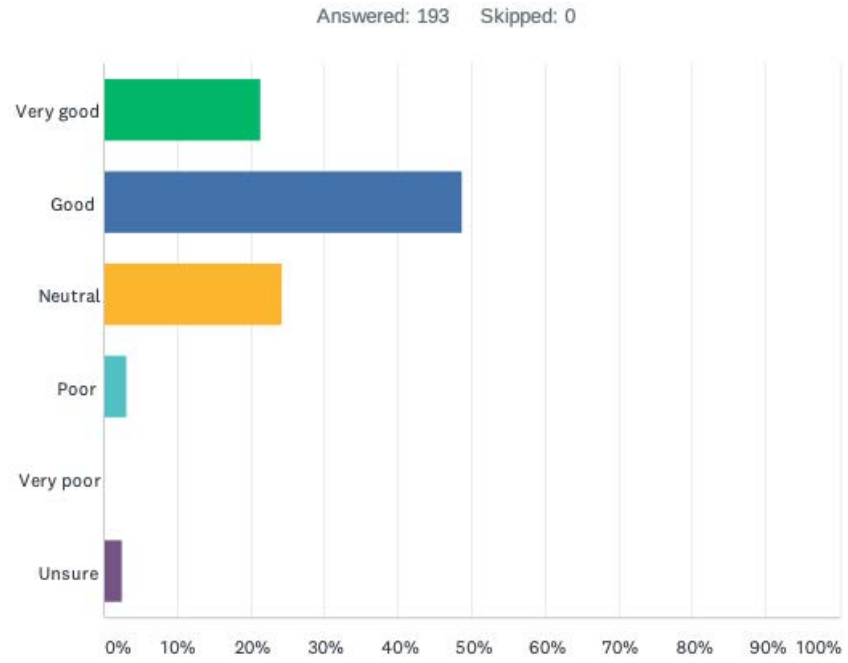
ANSWER CHOICES	RESPONSES	
Very good	22.56%	30
Good	48.87%	65
Neutral	21.05%	28
Poor	2.26%	3
Very poor	0.75%	1
Unsure	4.51%	6
TOTAL		133

Q8. How would you rate our Parks and Recreation Services? (35-44 years old)



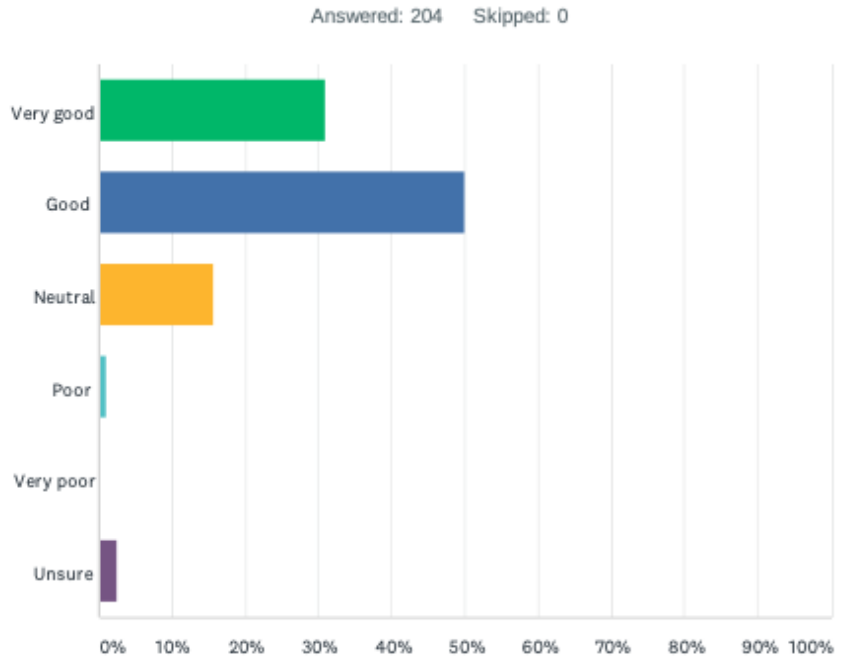
ANSWER CHOICES	RESPONSES	
Very good	27.19%	62
Good	48.68%	111
Neutral	16.23%	37
Poor	4.39%	10
Very poor	0.44%	1
Unsure	3.07%	7
TOTAL		228

Q8. How would you rate our Parks and Recreation Services? (45-54 years old)



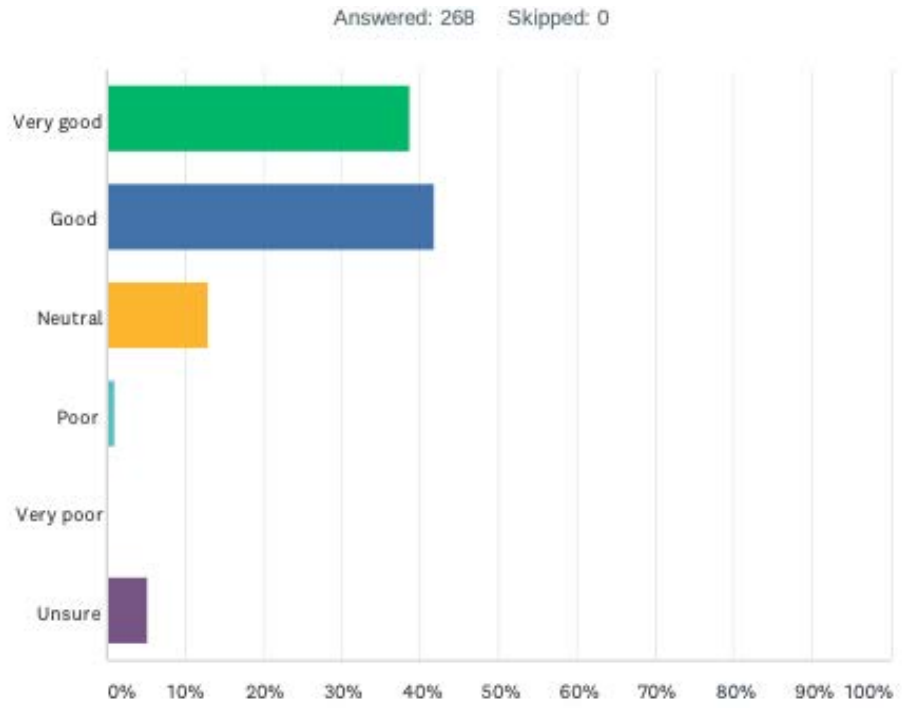
ANSWER CHOICES	RESPONSES	
Very good	21.24%	41
Good	48.70%	94
Neutral	24.35%	47
Poor	3.11%	6
Very poor	0.00%	0
Unsure	2.59%	5
TOTAL		193

Q8. How would you rate our Parks and Recreation Services? (55-64 years old)



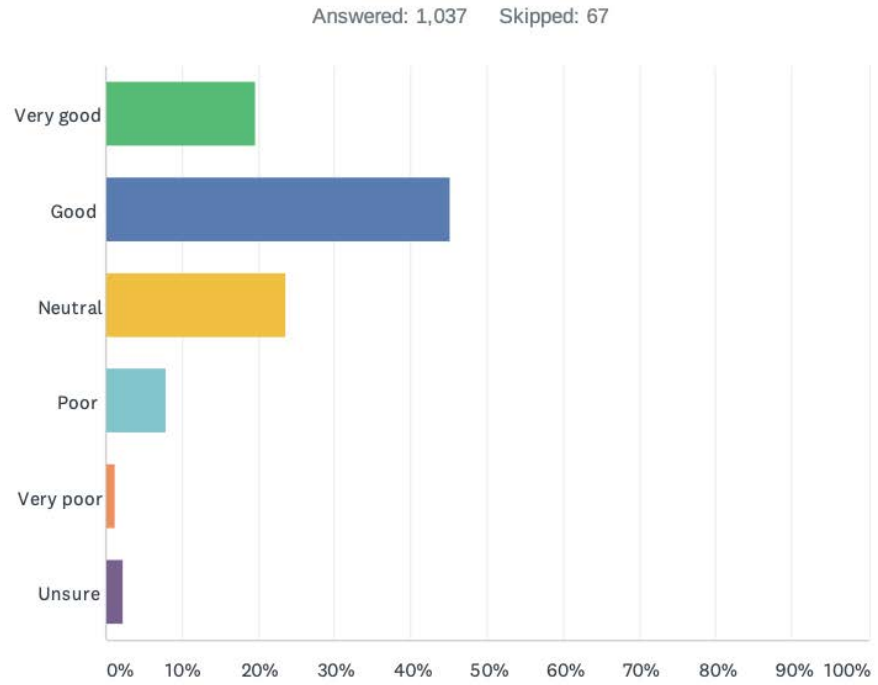
ANSWER CHOICES	RESPONSES	
Very good	30.88%	63
Good	50.00%	102
Neutral	15.69%	32
Poor	0.98%	2
Very poor	0.00%	0
Unsure	2.45%	5
TOTAL		204

Q8. How would you rate our Parks and Recreation Services? (65+ years old)



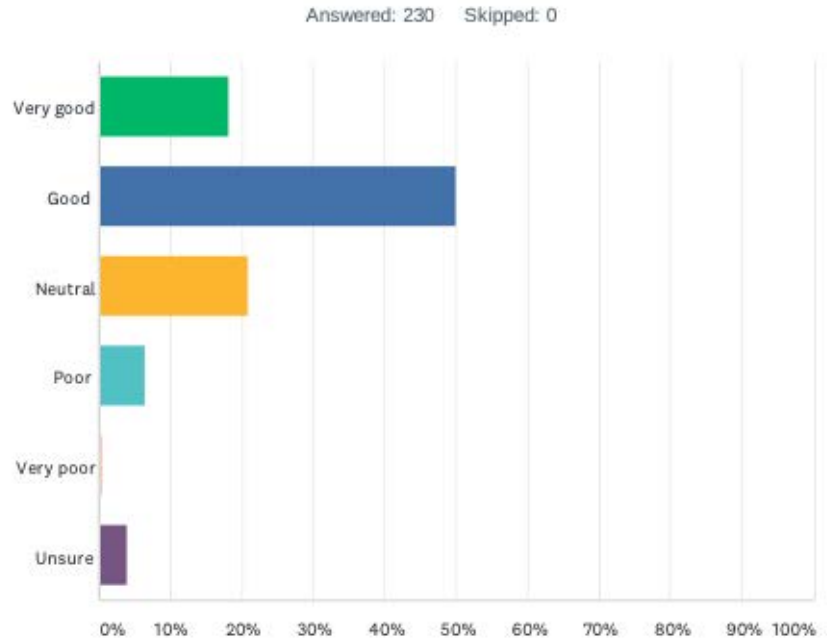
ANSWER CHOICES	RESPONSES	
Very good	38.81%	104
Good	41.79%	112
Neutral	13.06%	35
Poor	1.12%	3
Very poor	0.00%	0
Unsure	5.22%	14
TOTAL		268

Q9. How would you rate the economic growth and development of Huber Heights?



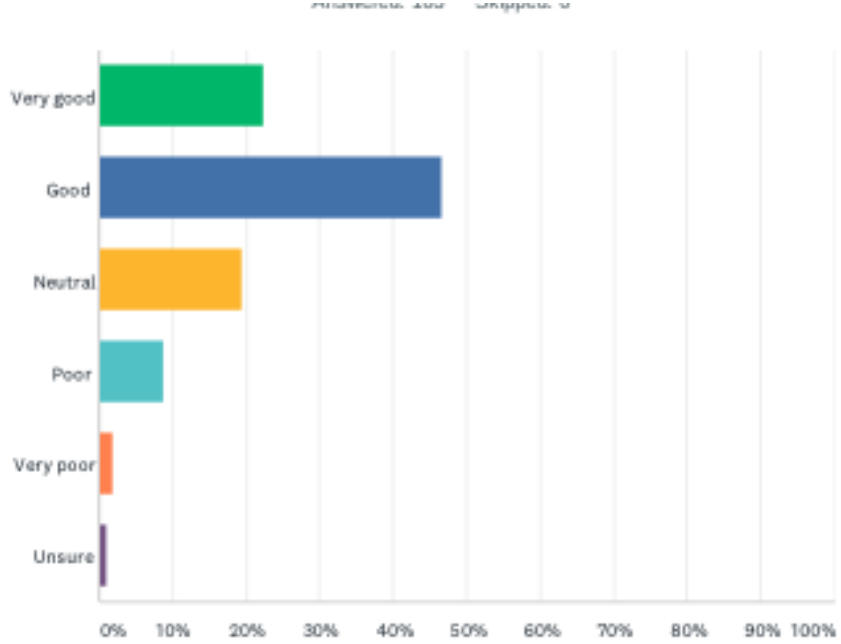
ANSWER CHOICES	RESPONSES	
Very good	19.67%	204
Good	45.13%	468
Neutral	23.72%	246
Poor	7.91%	82
Very poor	1.35%	14
Unsure	2.22%	23
TOTAL		1,037

Q9. How would you rate the economic growth and development of Huber Heights? (lived 0-5 years)



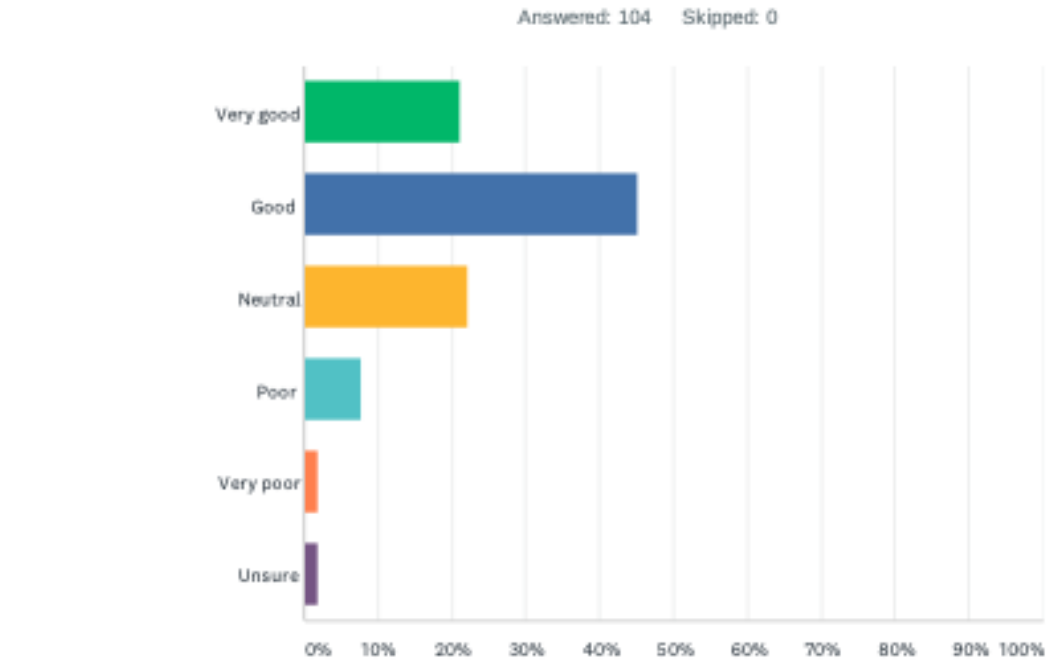
ANSWER CHOICES	RESPONSES	
Very good	18.26%	42
Good	50.00%	115
Neutral	20.87%	48
Poor	6.52%	15
Very poor	0.43%	1
Unsure	3.91%	9
TOTAL		230

Q9. How would you rate the economic growth and development of Huber Heights? (lived 6-10 years)



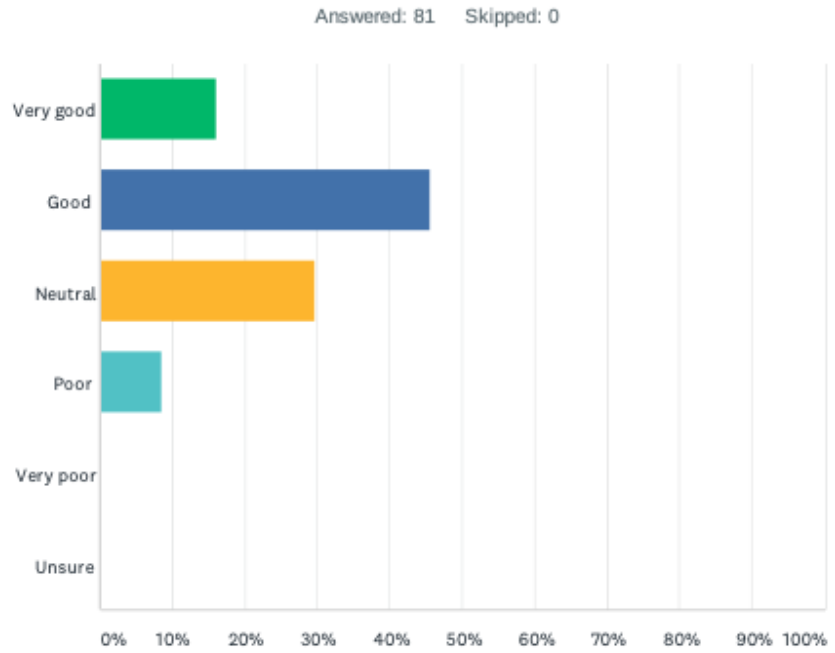
ANSWER CHOICES	RESPONSES	
Very good	22.33%	23
Good	46.60%	48
Neutral	19.42%	20
Poor	8.74%	9
Very poor	1.94%	2
Unsure	0.97%	1
TOTAL		103

Q9. How would you rate the economic growth and development of Huber Heights? (lived 11-15 years)



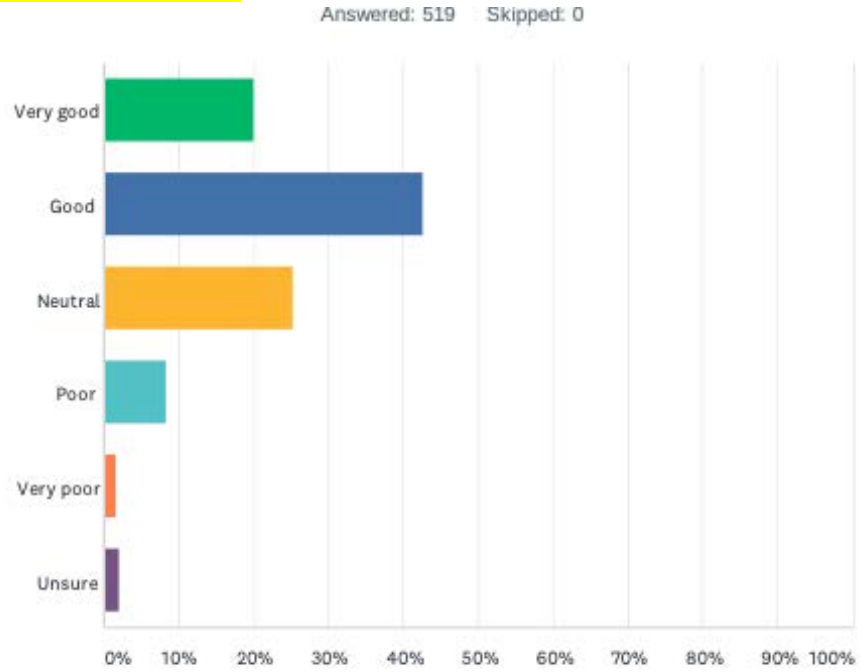
ANSWER CHOICES	RESPONSES	
Very good	21.15%	22
Good	45.19%	47
Neutral	22.12%	23
Poor	7.69%	8
Very poor	1.92%	2
Unsure	1.92%	2
TOTAL		104

Q9. How would you rate the economic growth and development of Huber Heights? (lived 16-20 years)



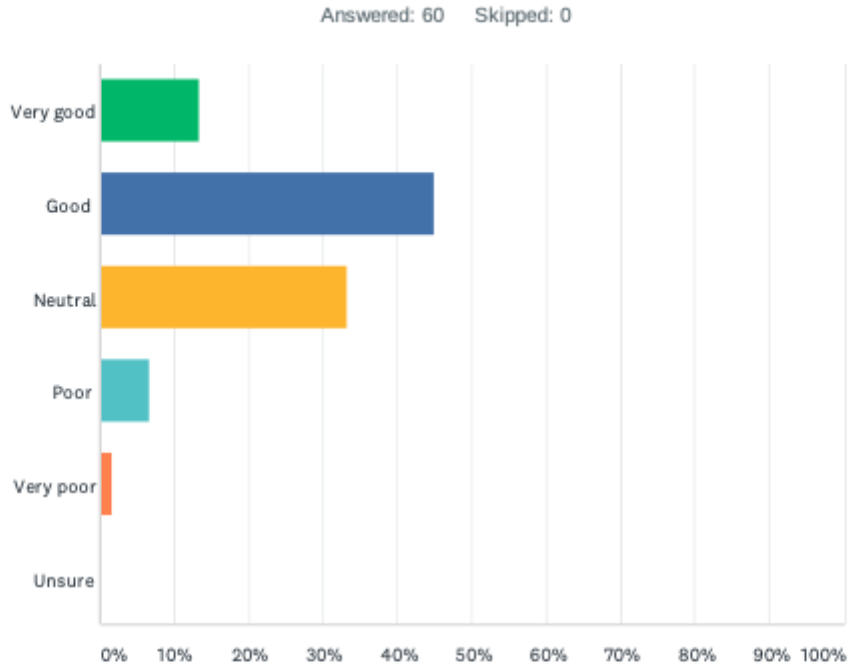
ANSWER CHOICES	RESPONSES	
Very good	16.05%	13
Good	45.68%	37
Neutral	29.63%	24
Poor	8.64%	7
Very poor	0.00%	0
Unsure	0.00%	0
TOTAL		81

Q9. How would you rate the economic growth and development of Huber Heights? (lived 20+ years)



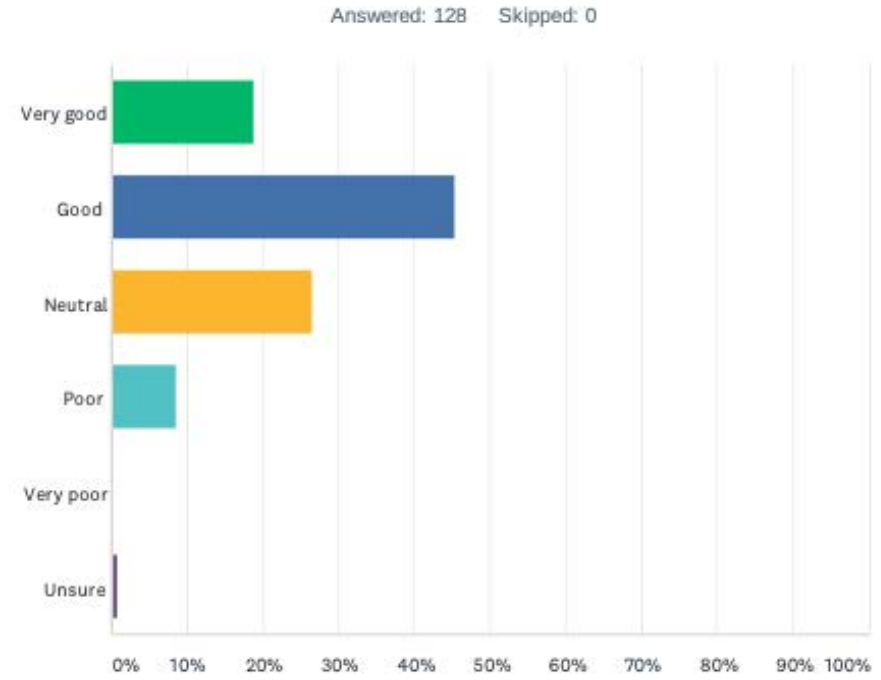
ANSWER CHOICES	RESPONSES	
Very good	20.04%	104
Good	42.58%	221
Neutral	25.24%	131
Poor	8.29%	43
Very poor	1.73%	9
Unsure	2.12%	11
TOTAL		519

Q9. How would you rate the economic growth and development of Huber Heights? (Ward 1)



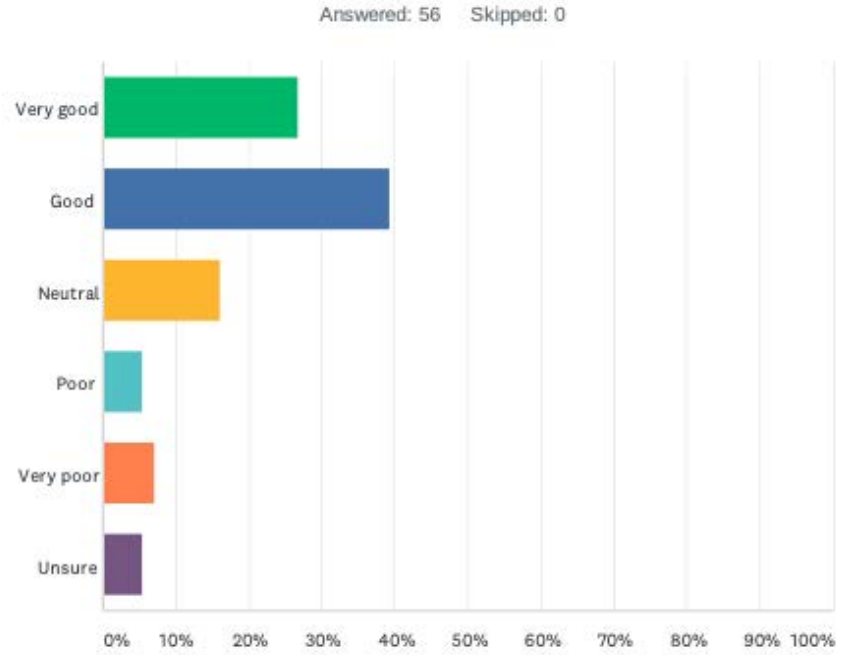
ANSWER CHOICES	RESPONSES	
Very good	13.33%	8
Good	45.00%	27
Neutral	33.33%	20
Poor	6.67%	4
Very poor	1.67%	1
Unsure	0.00%	0
TOTAL		60

Q9. How would you rate the economic growth and development of Huber Heights? (Ward 2)



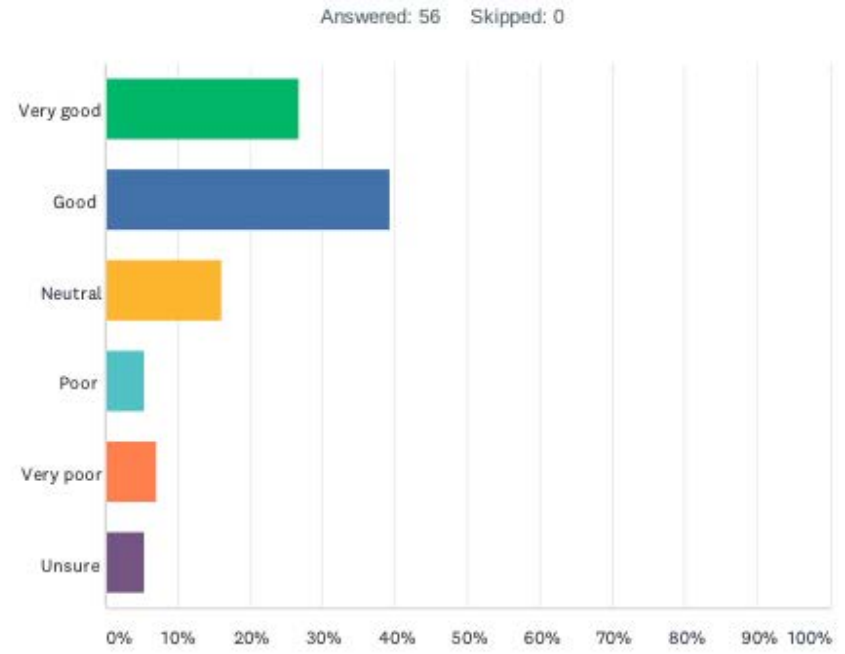
ANSWER CHOICES	RESPONSES	
Very good	18.75%	24
Good	45.31%	58
Neutral	26.56%	34
Poor	8.59%	11
Very poor	0.00%	0
Unsure	0.78%	1
TOTAL		128

Q9. How would you rate the economic growth and development of Huber Heights? (Ward 3)



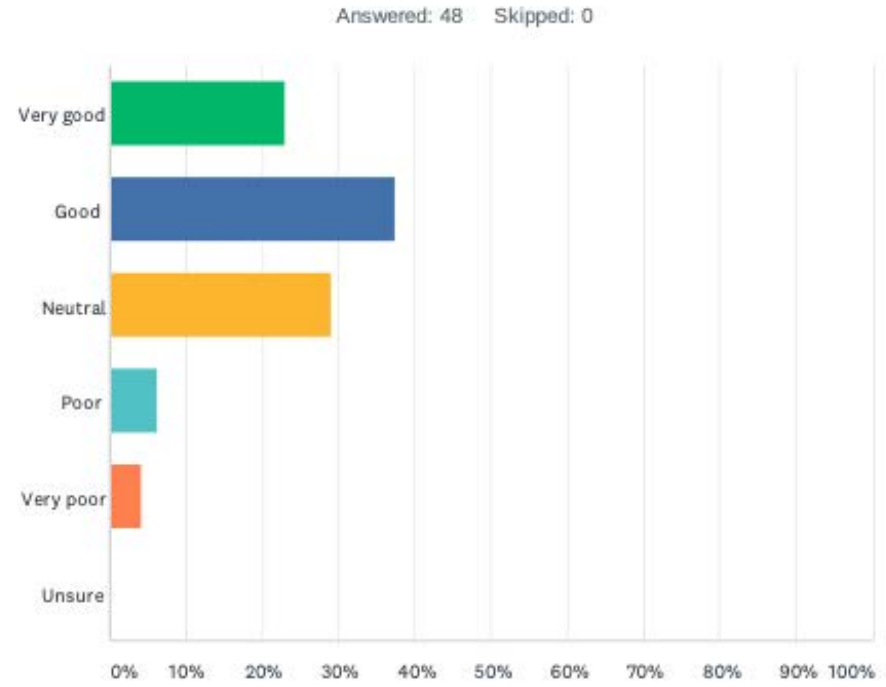
ANSWER CHOICES	RESPONSES	
Very good	26.79%	15
Good	39.29%	22
Neutral	16.07%	9
Poor	5.36%	3
Very poor	7.14%	4
Unsure	5.36%	3
TOTAL		56

Q9. How would you rate the economic growth and development of Huber Heights? (Ward 4)



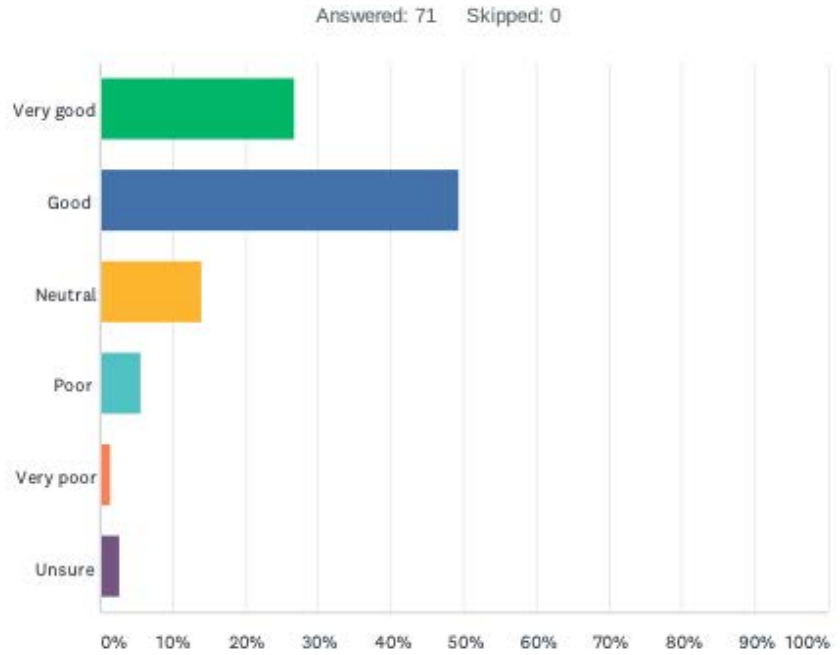
ANSWER CHOICES	RESPONSES	
Very good	26.79%	15
Good	39.29%	22
Neutral	16.07%	9
Poor	5.36%	3
Very poor	7.14%	4
Unsure	5.36%	3
TOTAL		56

Q9. How would you rate the economic growth and development of Huber Heights? (Ward 5)



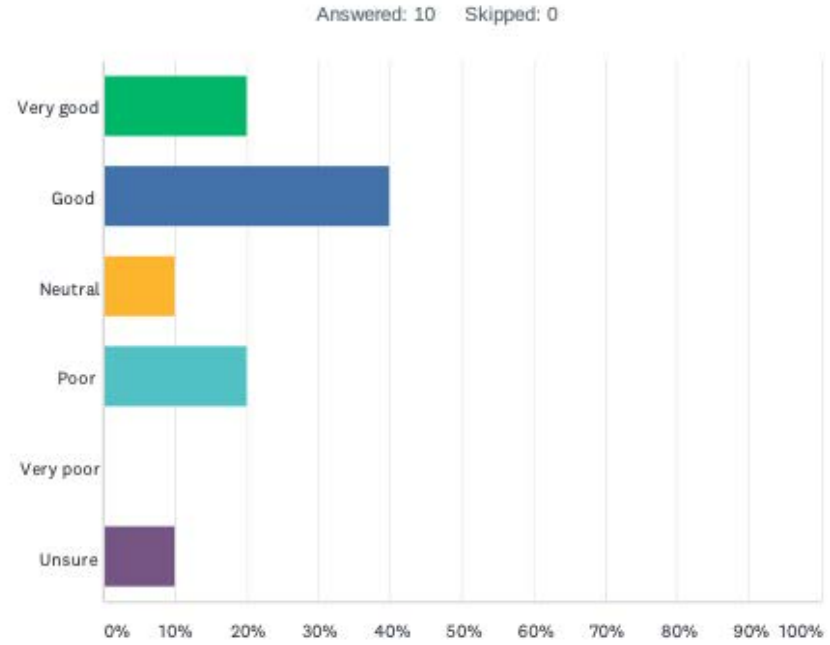
ANSWER CHOICES	RESPONSES	
Very good	22.92%	11
Good	37.50%	18
Neutral	29.17%	14
Poor	6.25%	3
Very poor	4.17%	2
Unsure	0.00%	0
TOTAL		48

Q9. How would you rate the economic growth and development of Huber Heights? (Ward 6)



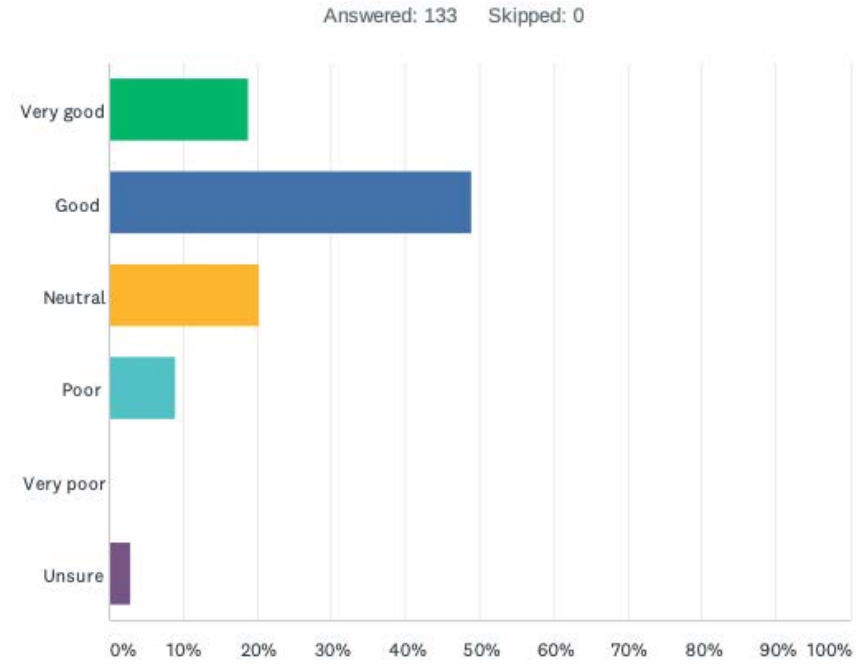
ANSWER CHOICES	RESPONSES	
Very good	26.76%	19
Good	49.30%	35
Neutral	14.08%	10
Poor	5.63%	4
Very poor	1.41%	1
Unsure	2.82%	2
TOTAL		71

Q9. How would you rate the economic growth and development of Huber Heights? (18-24 years old)



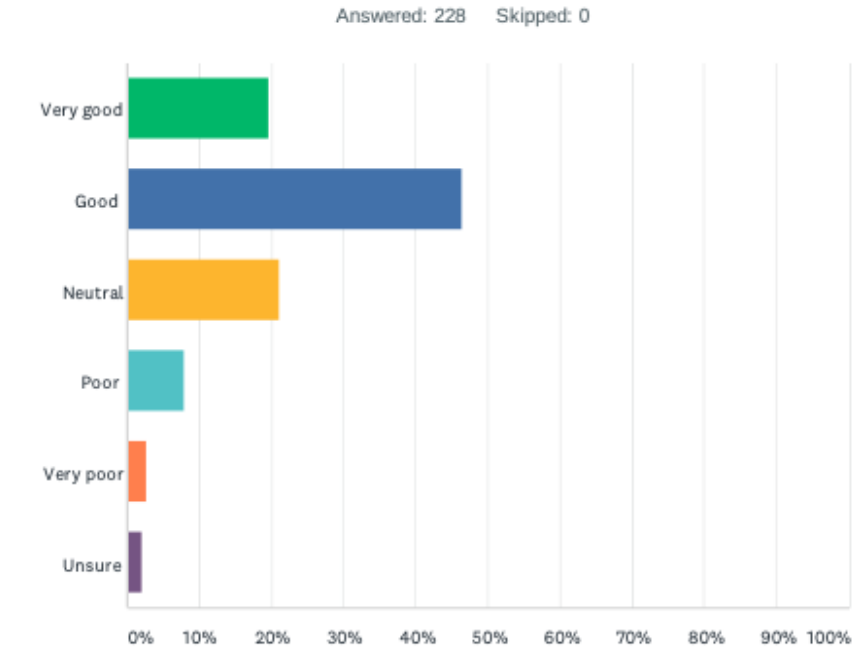
ANSWER CHOICES	RESPONSES	
Very good	20.00%	2
Good	40.00%	4
Neutral	10.00%	1
Poor	20.00%	2
Very poor	0.00%	0
Unsure	10.00%	1
TOTAL		10

Q9. How would you rate the economic growth and development of Huber Heights? (25-34 years old)



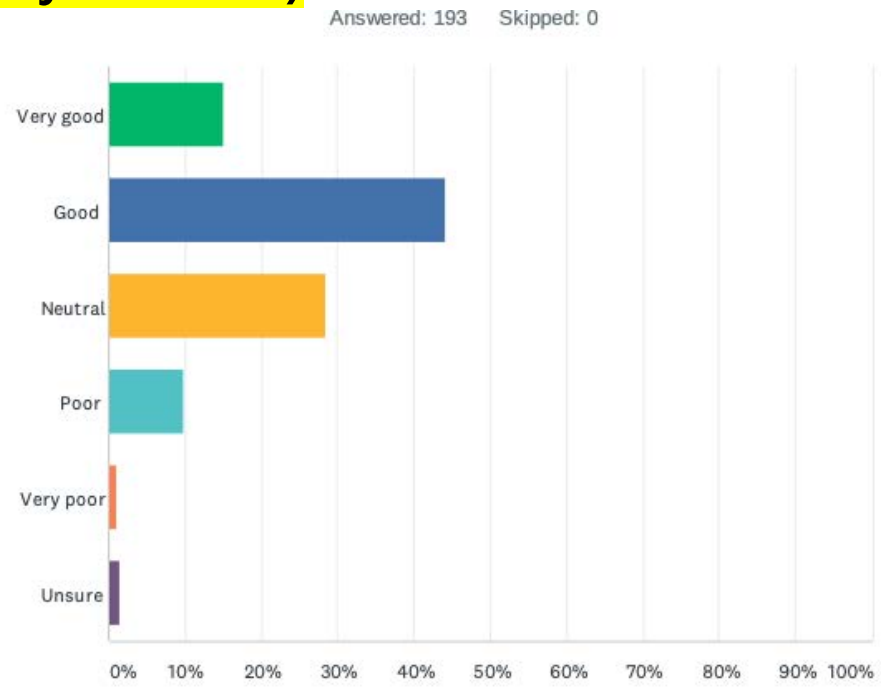
ANSWER CHOICES	RESPONSES	
Very good	18.80%	25
Good	48.87%	65
Neutral	20.30%	27
Poor	9.02%	12
Very poor	0.00%	0
Unsure	3.01%	4
TOTAL		133

Q9. How would you rate the economic growth and development of Huber Heights? (35-44 years old)



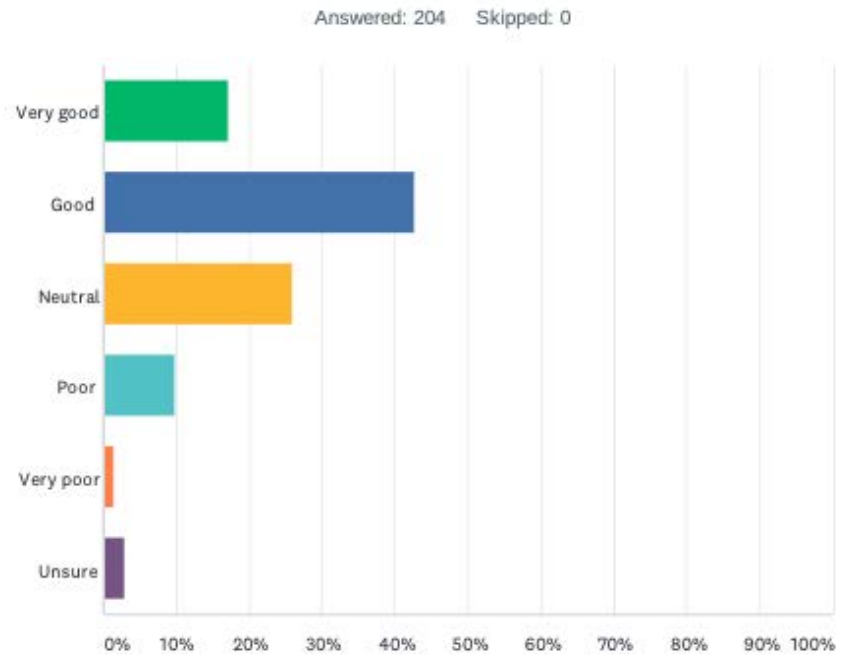
ANSWER CHOICES	RESPONSES	
Very good	19.74%	45
Good	46.49%	106
Neutral	21.05%	48
Poor	7.89%	18
Very poor	2.63%	6
Unsure	2.19%	5
TOTAL		228

Q9. How would you rate the economic growth and development of Huber Heights? (45-54 years old)



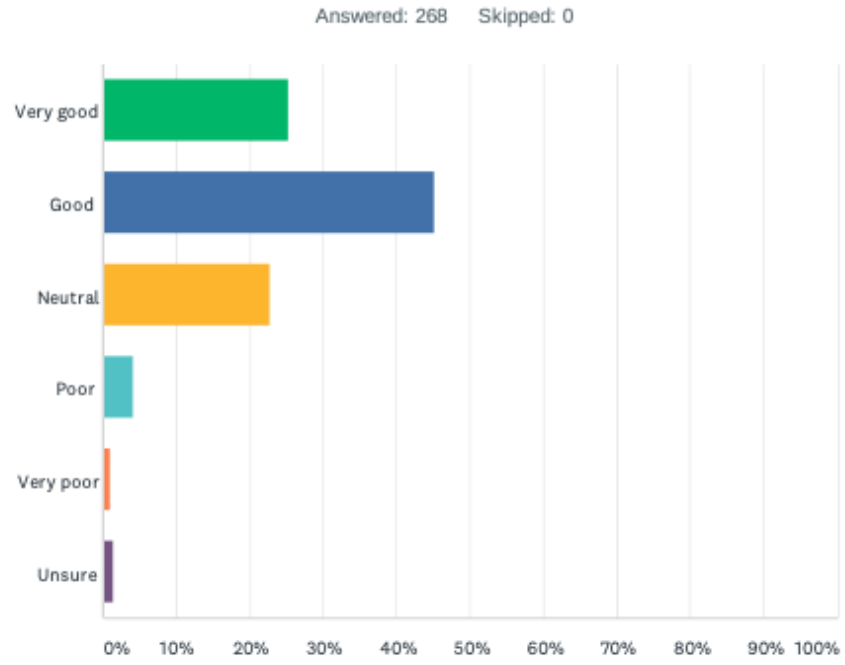
ANSWER CHOICES	RESPONSES	
Very good	15.03%	29
Good	44.04%	85
Neutral	28.50%	55
Poor	9.84%	19
Very poor	1.04%	2
Unsure	1.55%	3
TOTAL		193

Q9. How would you rate the economic growth and development of Huber Heights? (55-64 years old)



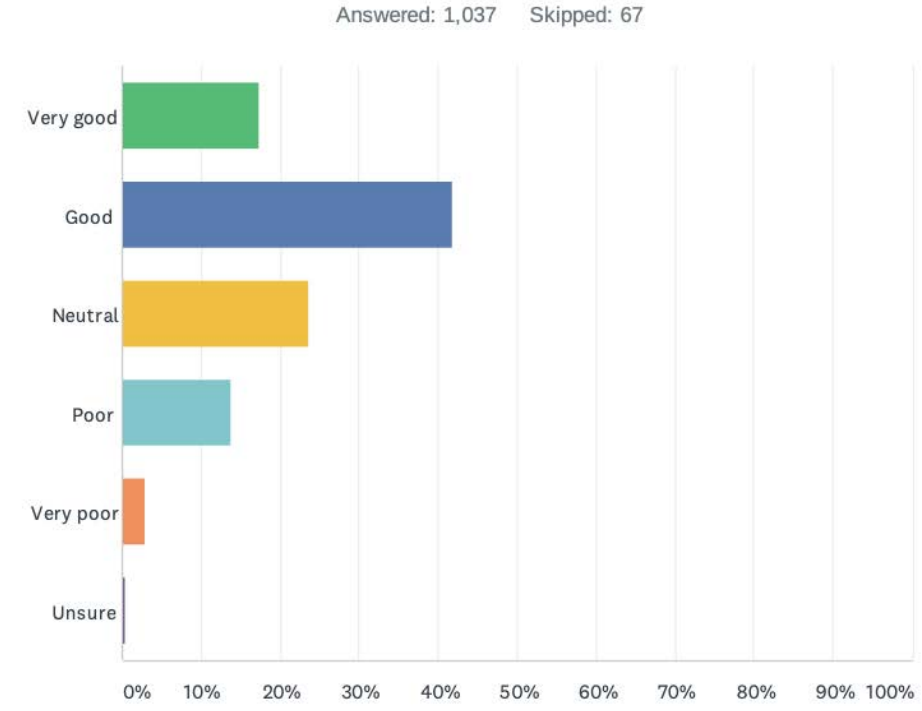
ANSWER CHOICES	RESPONSES	
Very good	17.16%	35
Good	42.65%	87
Neutral	25.98%	53
Poor	9.80%	20
Very poor	1.47%	3
Unsure	2.94%	6
TOTAL		204

Q9. How would you rate the economic growth and development of Huber Heights? (65+ years old)



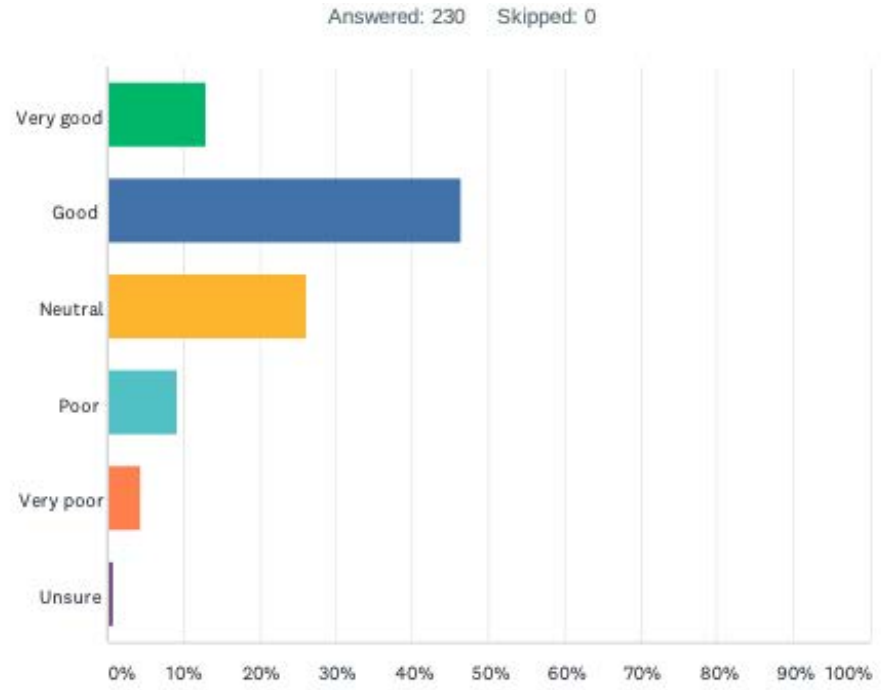
ANSWER CHOICES	RESPONSES	
Very good	25.37%	68
Good	45.15%	121
Neutral	22.76%	61
Poor	4.10%	11
Very poor	1.12%	3
Unsure	1.49%	4
TOTAL		268

Q10. How would you rate our street and utility maintenance services?



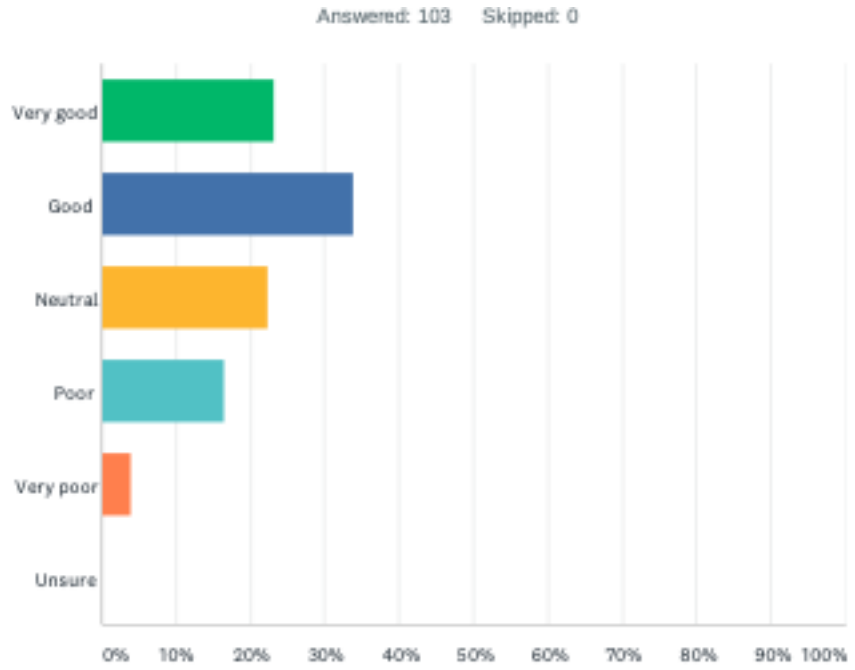
ANSWER CHOICES	RESPONSES	
Very good	17.36%	180
Good	41.76%	433
Neutral	23.63%	245
Poor	13.89%	144
Very poor	2.99%	31
Unsure	0.39%	4
TOTAL		1,037

Q10. How would you rate our street and utility maintenance services? (lived 0-5 years)



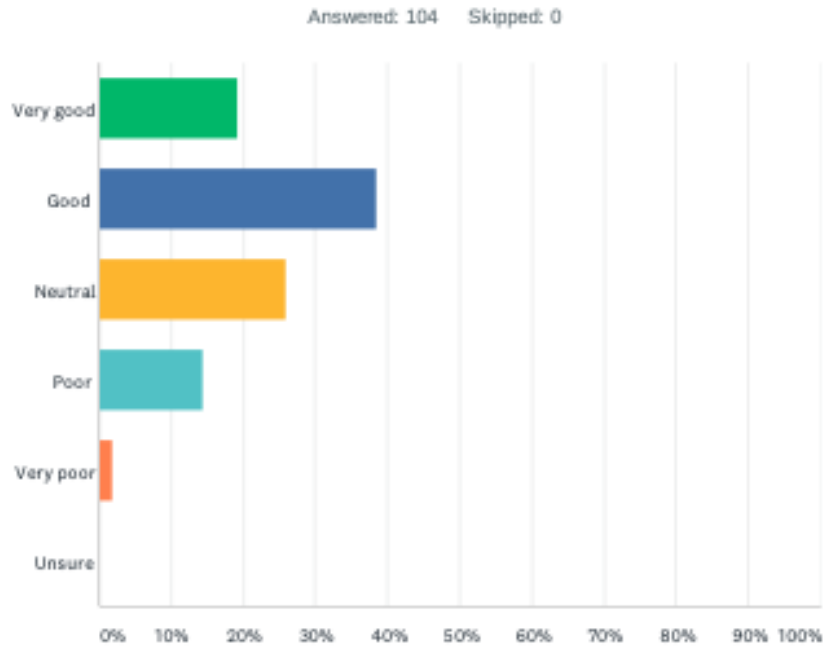
ANSWER CHOICES	RESPONSES	
Very good	13.04%	30
Good	46.52%	107
Neutral	26.09%	60
Poor	9.13%	21
Very poor	4.35%	10
Unsure	0.87%	2
TOTAL		230

Q10. How would you rate our street and utility maintenance services? (lived 6-10 years)



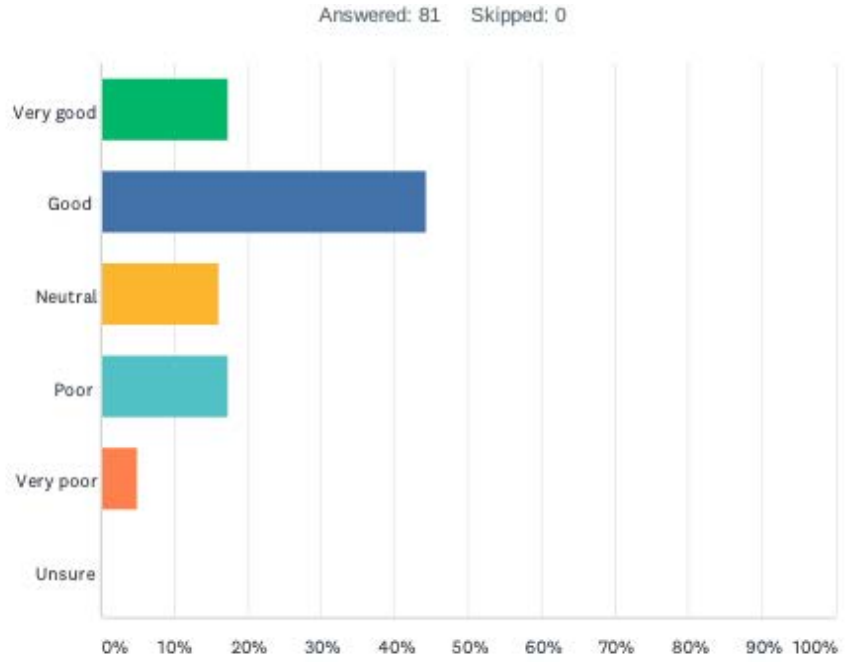
ANSWER CHOICES	RESPONSES	
Very good	23.30%	24
Good	33.98%	35
Neutral	22.33%	23
Poor	16.50%	17
Very poor	3.88%	4
Unsure	0.00%	0
TOTAL		103

Q10. How would you rate our street and utility maintenance services? (lived11-15 years)



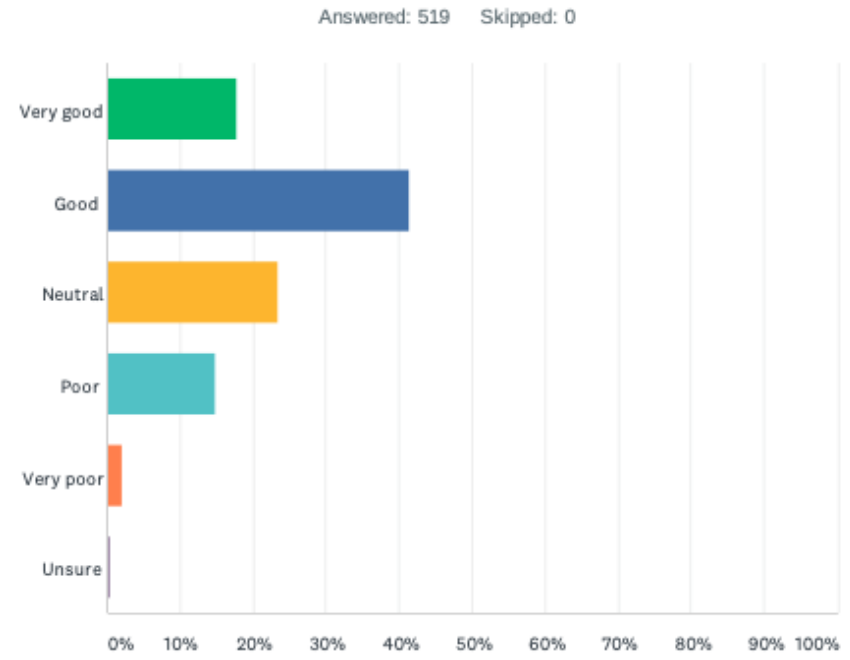
ANSWER CHOICES	RESPONSES	
Very good	19.23%	20
Good	38.46%	40
Neutral	25.96%	27
Poor	14.42%	15
Very poor	1.92%	2
Unsure	0.00%	0
TOTAL		104

Q10. How would you rate our street and utility maintenance services? (lived16-20 years)



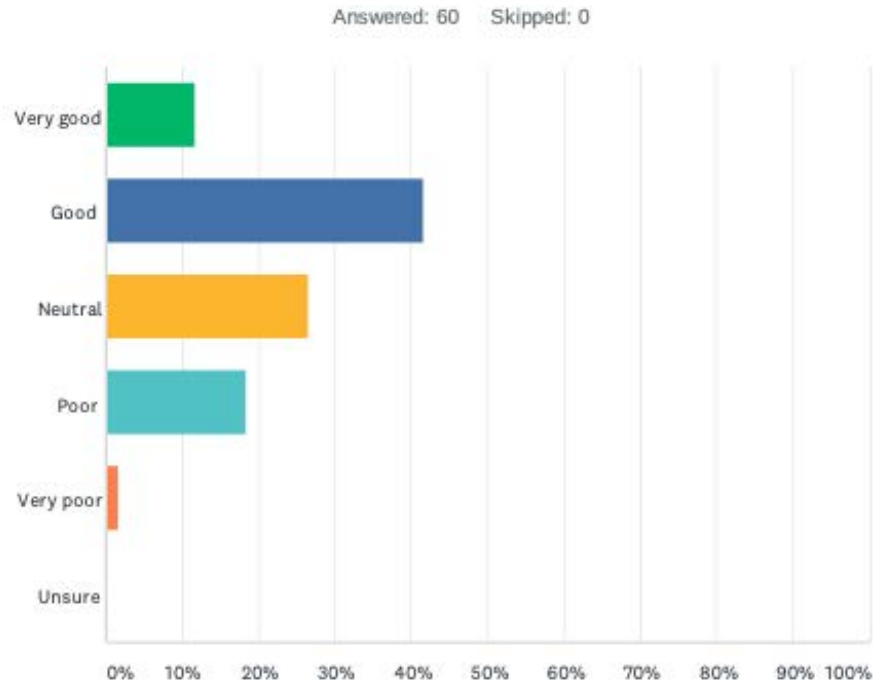
ANSWER CHOICES	RESPONSES	
Very good	17.28%	14
Good	44.44%	36
Neutral	16.05%	13
Poor	17.28%	14
Very poor	4.94%	4
Unsure	0.00%	0
TOTAL		81

Q10. How would you rate our street and utility maintenance services? (lived 20+ years)



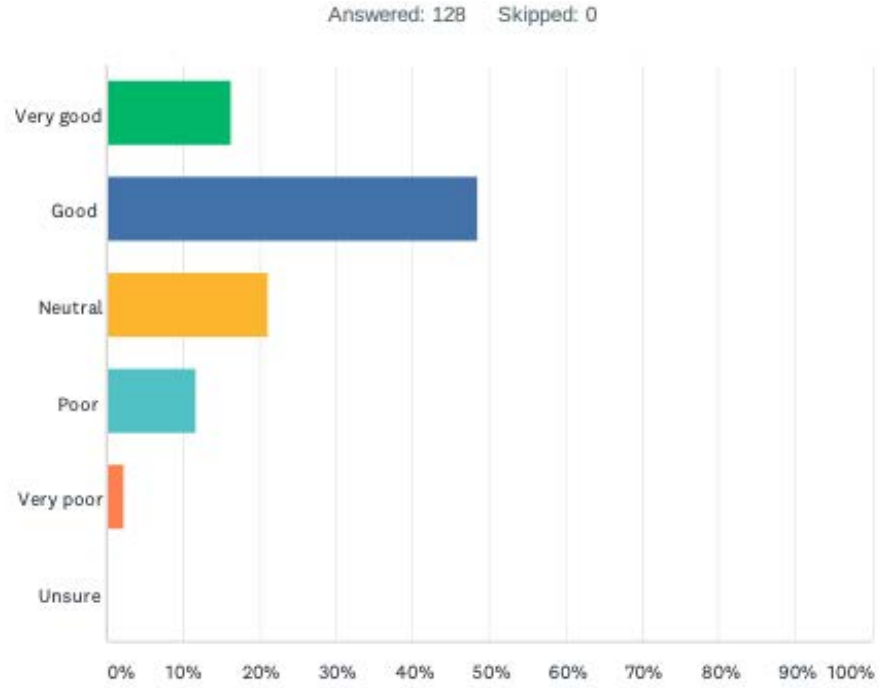
ANSWER CHOICES	RESPONSES	
Very good	17.73%	92
Good	41.43%	215
Neutral	23.51%	122
Poor	14.84%	77
Very poor	2.12%	11
Unsure	0.39%	2
TOTAL		519

Q10. How would you rate our street and utility maintenance services? (Ward 1)



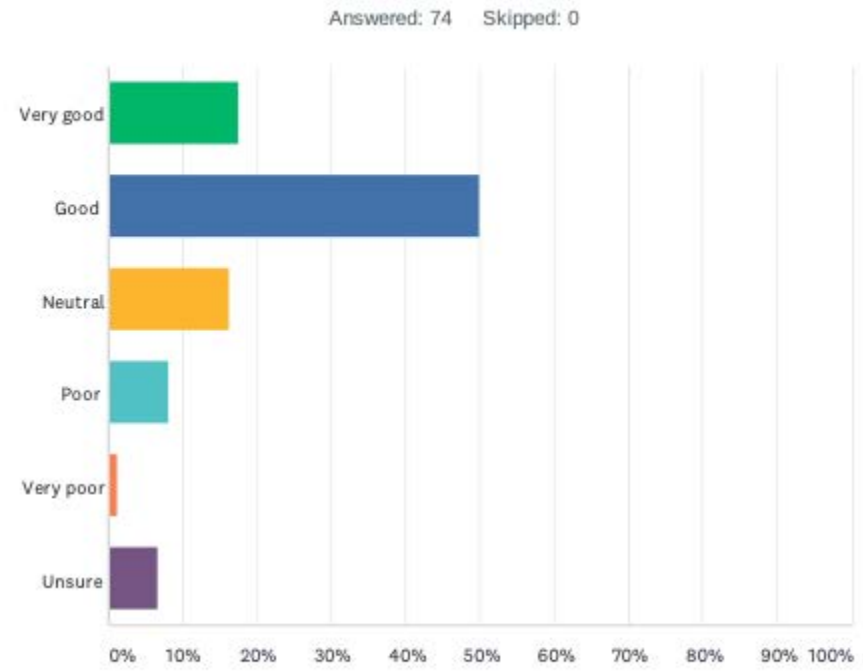
ANSWER CHOICES	RESPONSES	
Very good	11.67%	7
Good	41.67%	25
Neutral	26.67%	16
Poor	18.33%	11
Very poor	1.67%	1
Unsure	0.00%	0
TOTAL		60

Q10. How would you rate our street and utility maintenance services? (Ward 2)



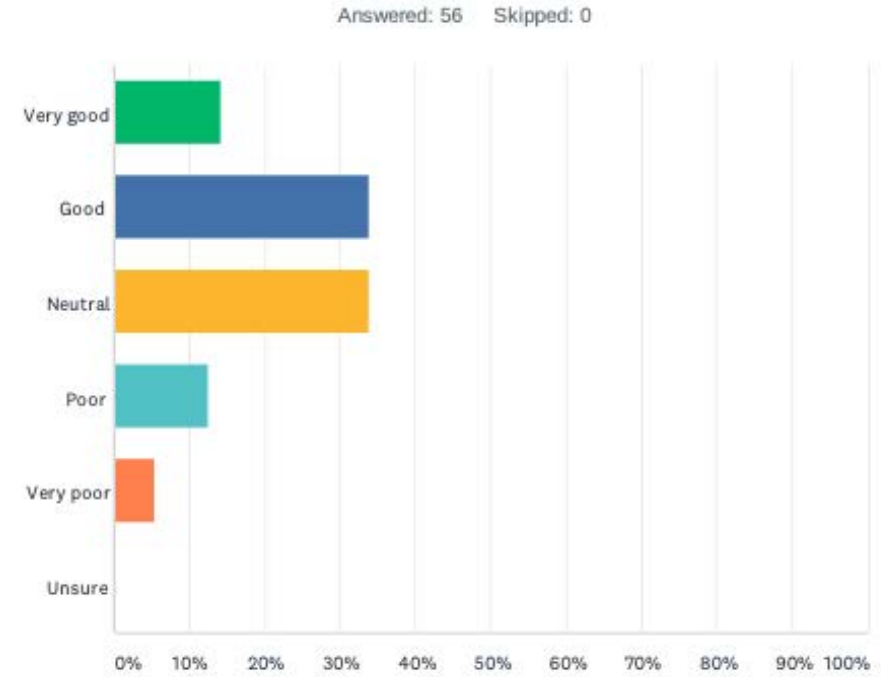
ANSWER CHOICES	RESPONSES	
Very good	16.41%	21
Good	48.44%	62
Neutral	21.09%	27
Poor	11.72%	15
Very poor	2.34%	3
Unsure	0.00%	0
TOTAL		128

Q10. How would you rate our street and utility maintenance services? (Ward 3)



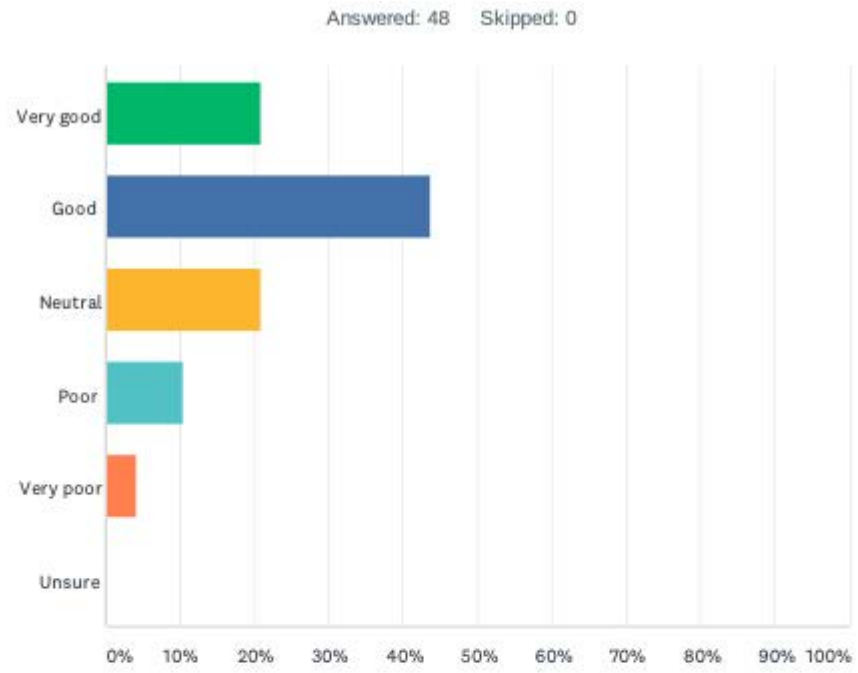
ANSWER CHOICES	RESPONSES	
Very good	17.57%	13
Good	50.00%	37
Neutral	16.22%	12
Poor	8.11%	6
Very poor	1.35%	1
Unsure	6.76%	5
TOTAL		74

Q10. How would you rate our street and utility maintenance services? (Ward 4)



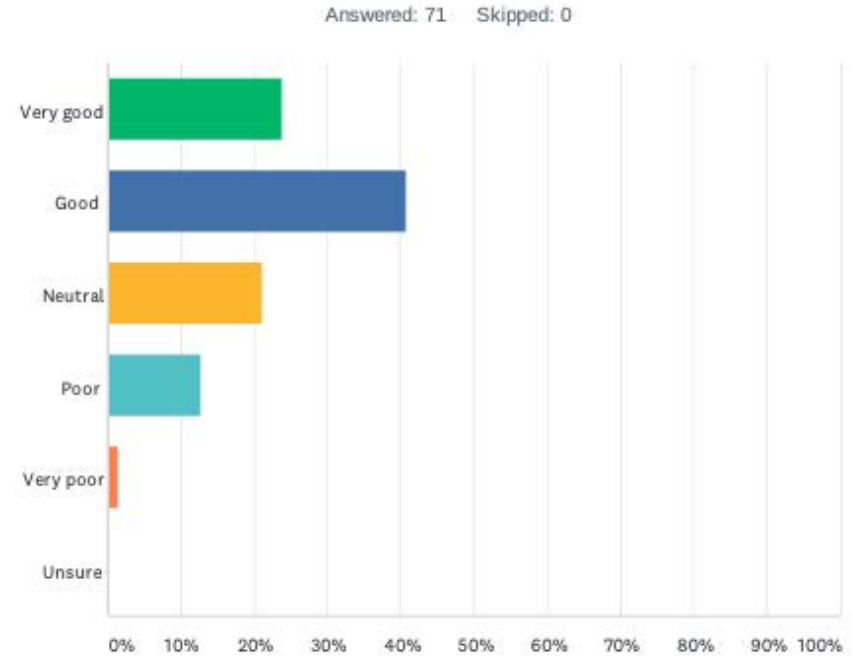
ANSWER CHOICES	RESPONSES	
Very good	14.29%	8
Good	33.93%	19
Neutral	33.93%	19
Poor	12.50%	7
Very poor	5.36%	3
Unsure	0.00%	0
TOTAL		56

Q10. How would you rate our street and utility maintenance services? (Ward 5)



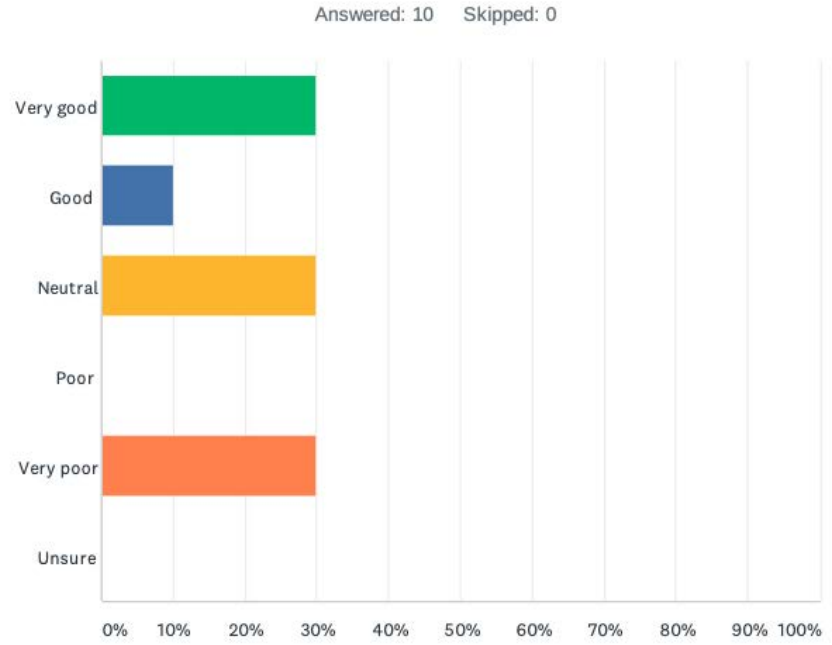
ANSWER CHOICES	RESPONSES	
Very good	20.83%	10
Good	43.75%	21
Neutral	20.83%	10
Poor	10.42%	5
Very poor	4.17%	2
Unsure	0.00%	0
TOTAL		48

Q10. How would you rate our street and utility maintenance services? (Ward 6)



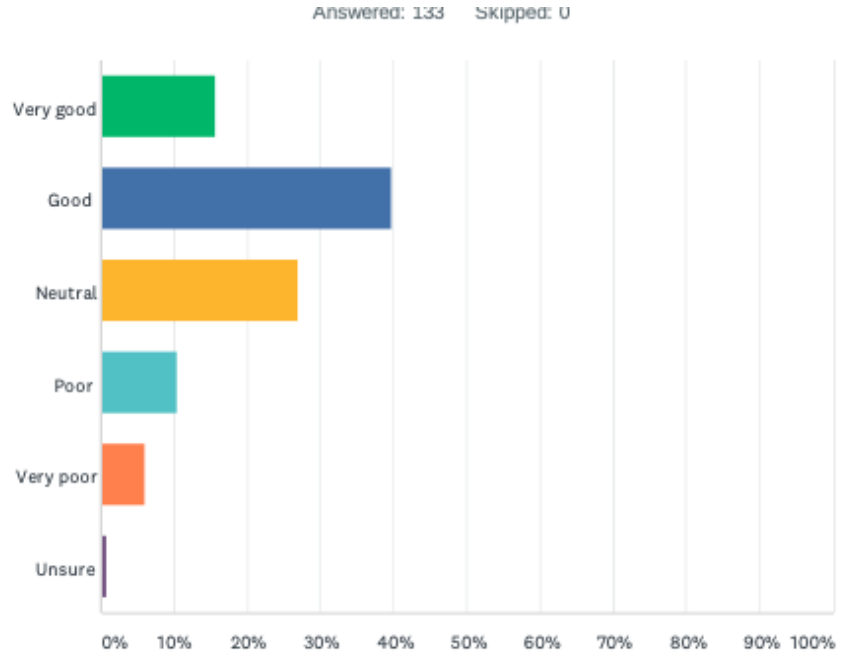
ANSWER CHOICES	RESPONSES	
Very good	23.94%	17
Good	40.85%	29
Neutral	21.13%	15
Poor	12.68%	9
Very poor	1.41%	1
Unsure	0.00%	0
TOTAL		71

Q10. How would you rate our street and utility maintenance services? (18-24 years old)



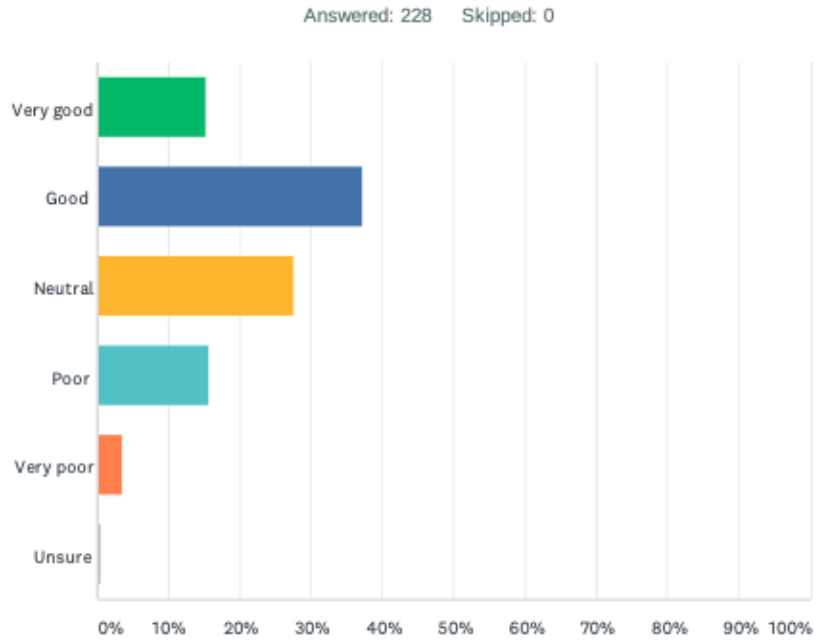
ANSWER CHOICES	RESPONSES	
Very good	30.00%	3
Good	10.00%	1
Neutral	30.00%	3
Poor	0.00%	0
Very poor	30.00%	3
Unsure	0.00%	0
TOTAL		10

Q10. How would you rate our street and utility maintenance services? (25-34 years old)



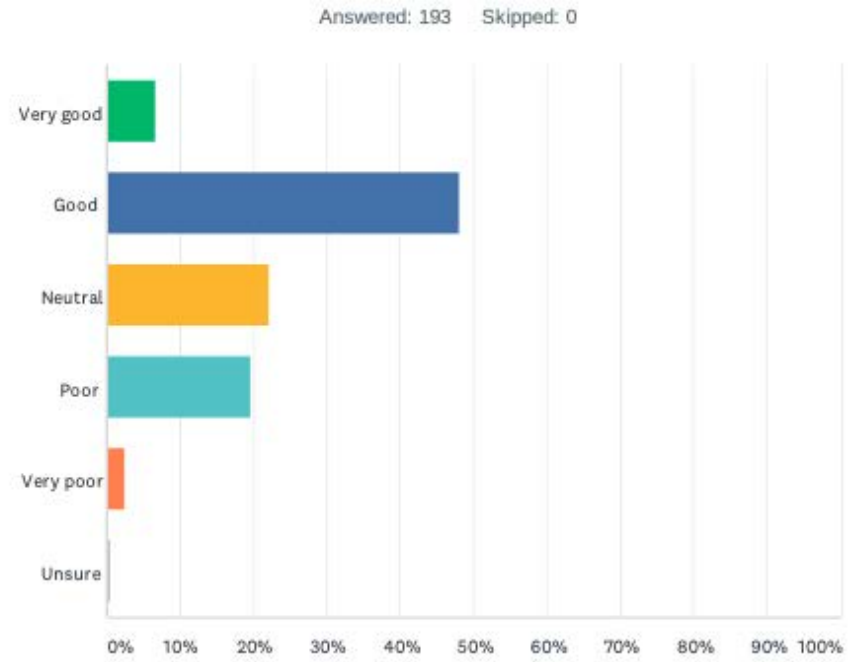
ANSWER CHOICES	RESPONSES	
Very good	15.79%	21
Good	39.85%	53
Neutral	27.07%	36
Poor	10.53%	14
Very poor	6.02%	8
Unsure	0.75%	1
TOTAL		133

Q10. How would you rate our street and utility maintenance services? (35-44 years old)



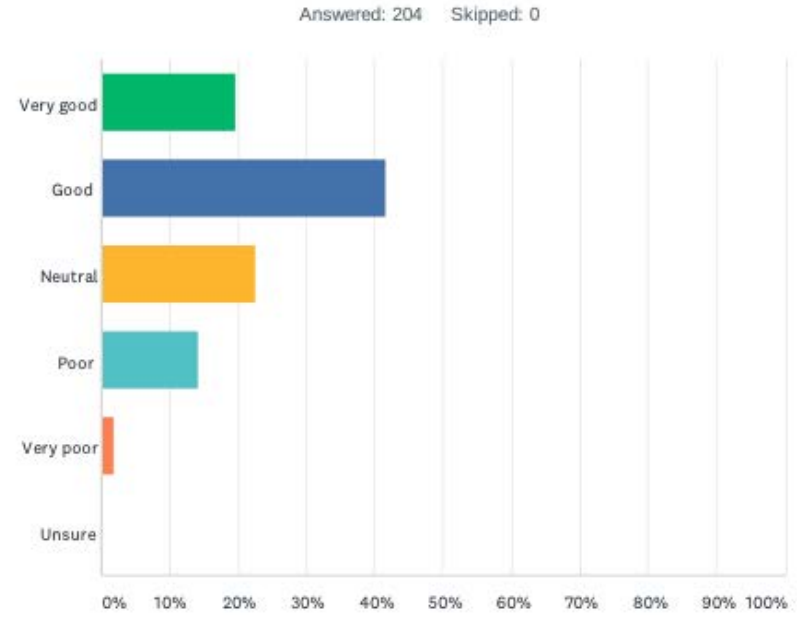
ANSWER CHOICES	RESPONSES	
Very good	15.35%	35
Good	37.28%	85
Neutral	27.63%	63
Poor	15.79%	36
Very poor	3.51%	8
Unsure	0.44%	1
TOTAL		228

Q10. How would you rate our street and utility maintenance services? (45-54 years old)



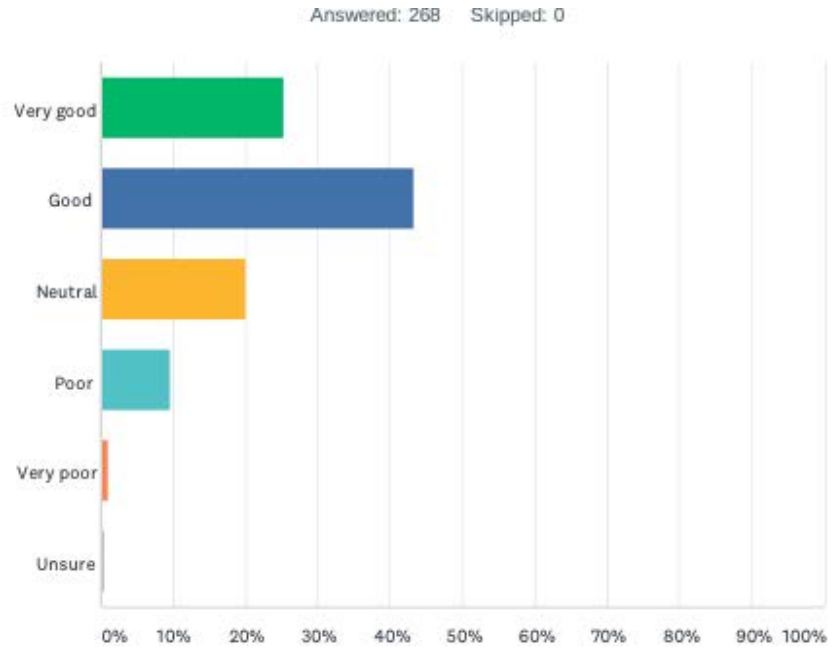
ANSWER CHOICES	RESPONSES	
Very good	6.74%	13
Good	48.19%	93
Neutral	22.28%	43
Poor	19.69%	38
Very poor	2.59%	5
Unsure	0.52%	1
TOTAL		193

Q10. How would you rate our street and utility maintenance services? (55-64 years old)



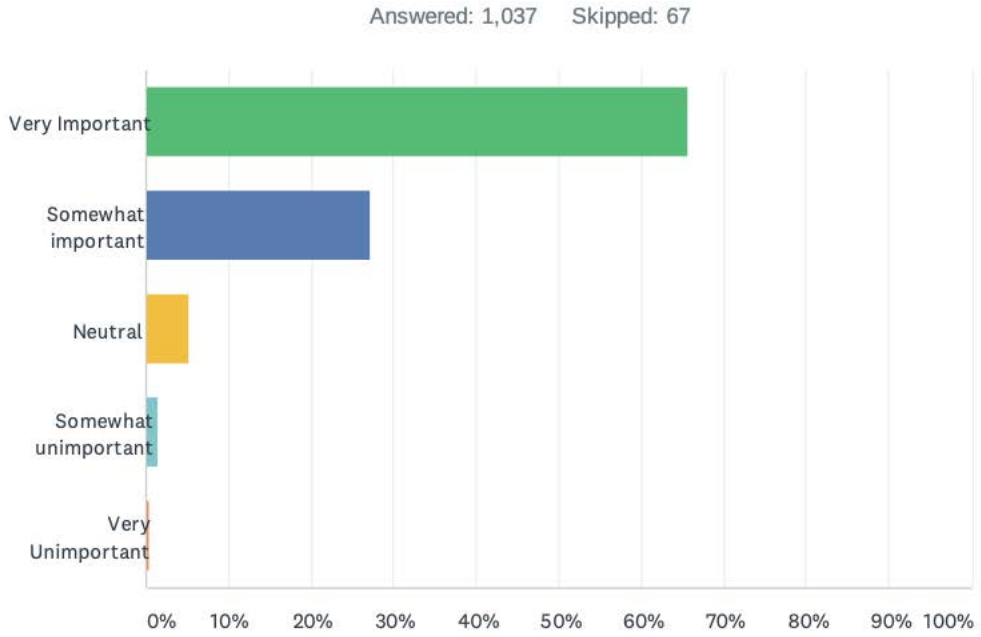
ANSWER CHOICES	RESPONSES	
Very good	19.61%	40
Good	41.67%	85
Neutral	22.55%	46
Poor	14.22%	29
Very poor	1.96%	4
Unsure	0.00%	0
TOTAL		204

Q10. How would you rate our street and utility maintenance services? (65+ years old)



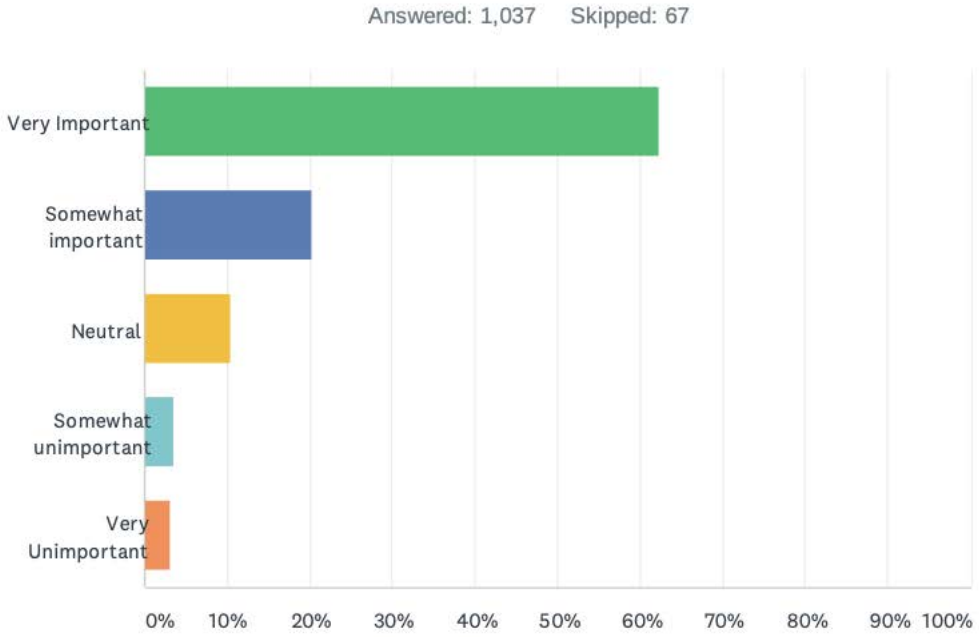
ANSWER CHOICES	RESPONSES	
Very good	25.37%	68
Good	43.28%	116
Neutral	20.15%	54
Poor	9.70%	26
Very poor	1.12%	3
Unsure	0.37%	1
TOTAL		268

Q11. How important is it for you to have a trash / recycling service that provides a bulk pick-up service.



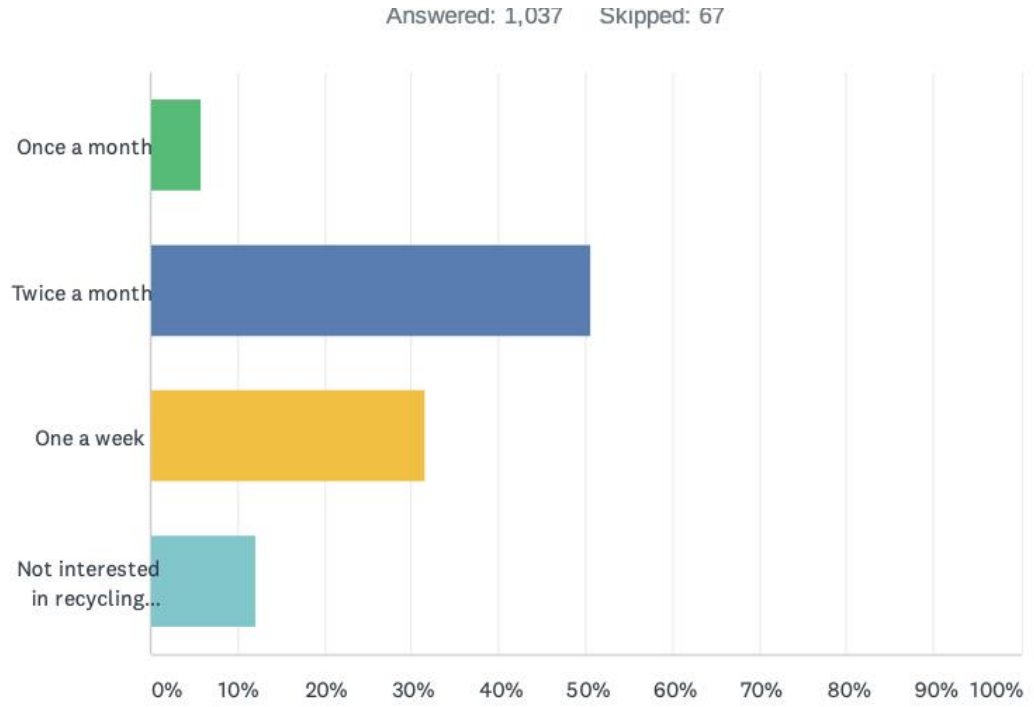
ANSWER CHOICES	RESPONSES	
Very Important	65.77%	682
Somewhat important	27.10%	281
Neutral	5.21%	54
Somewhat unimportant	1.54%	16
Very Unimportant	0.39%	4
TOTAL		1,037

Q12. How important is it to you that the trash hauler service provider also provides a recycling service?



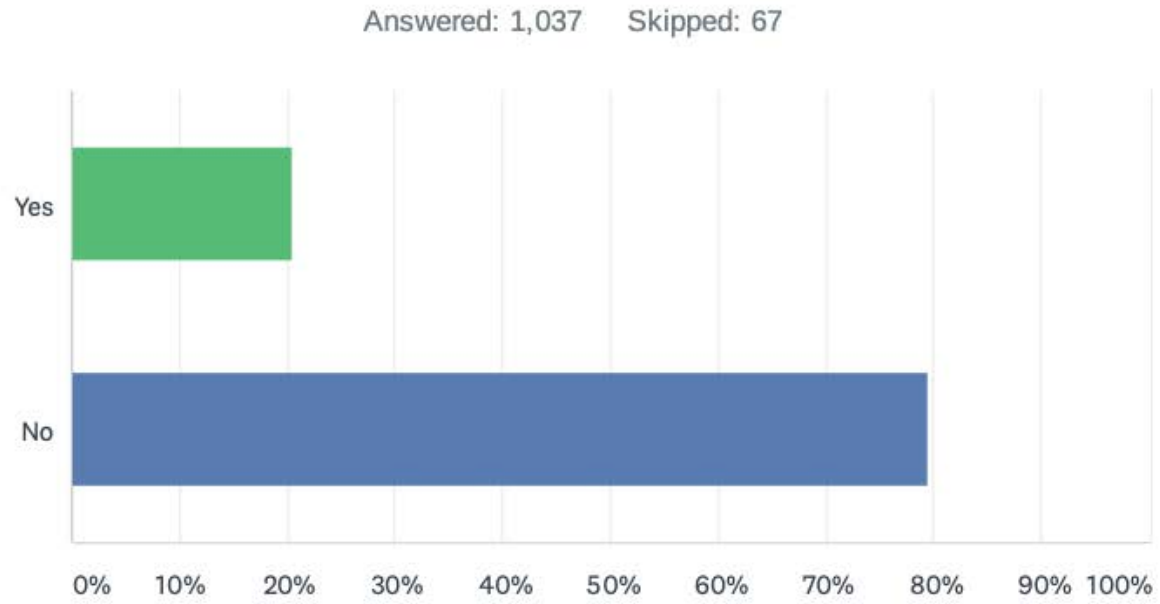
ANSWER CHOICES	RESPONSES	
Very Important	62.39%	647
Somewhat important	20.35%	211
Neutral	10.51%	109
Somewhat unimportant	3.57%	37
Very Unimportant	3.18%	33
TOTAL		1,037

Q13. How many times per month would you like to have recycling pick-up from your residence?



ANSWER CHOICES	RESPONSES	
Once a month	5.79%	60
Twice a month	50.63%	525
One a week	31.53%	327
Not interested in recycling services	12.05%	125
TOTAL		1,037

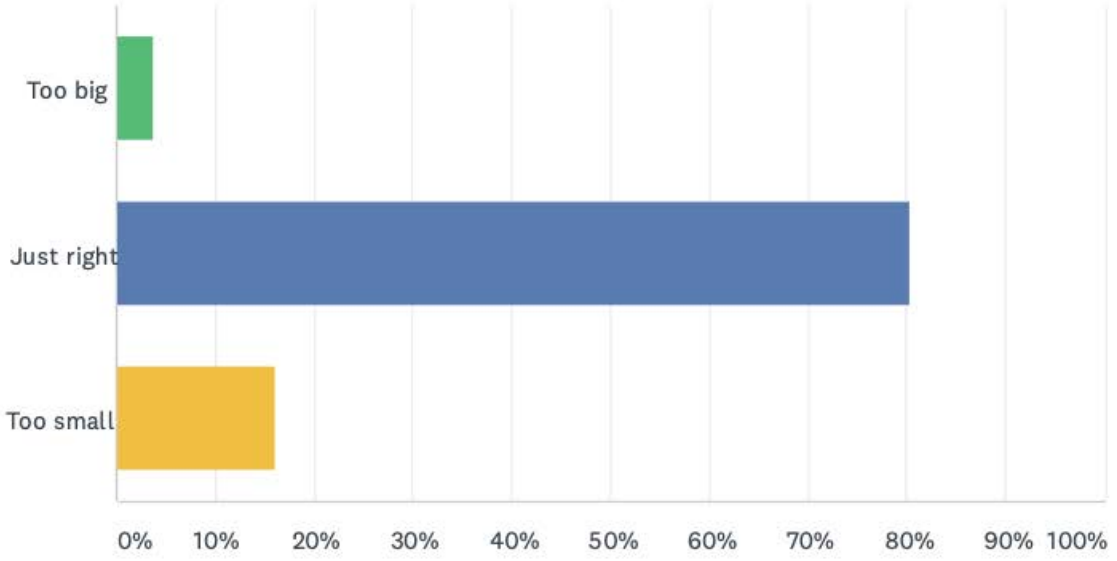
Q14. Would you be willing to pay more for a weekly recycling service?



ANSWER CHOICES	RESPONSES	
Yes	20.44%	212
No	79.56%	825
TOTAL		1,037

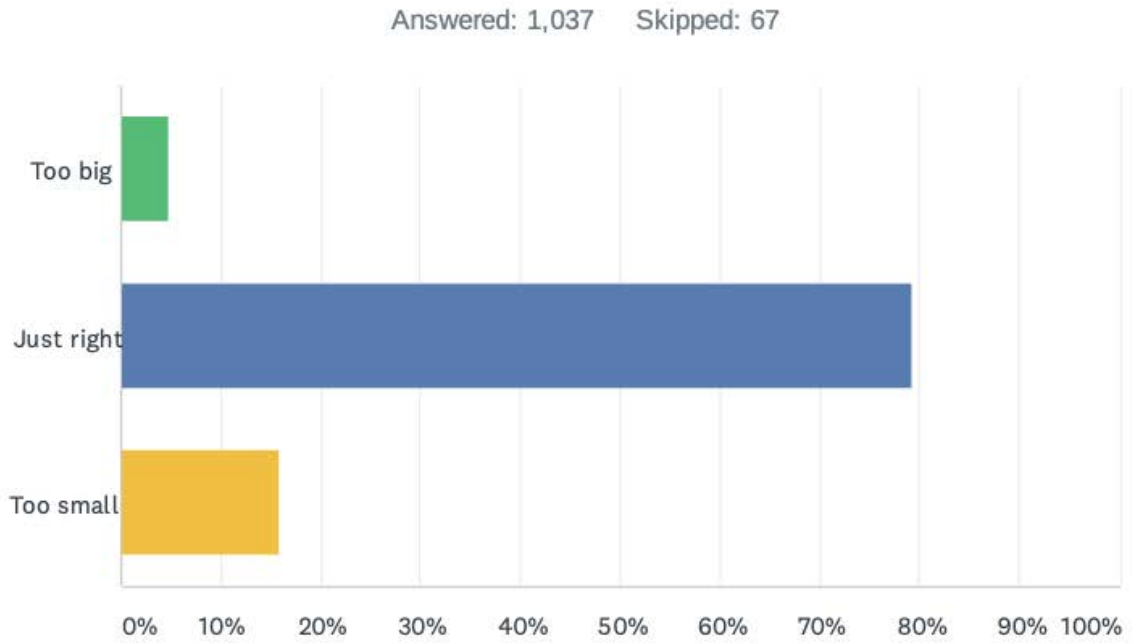
Q15. Currently, what do you think about the size of the trash containers provided? Are they...?

Answered: 1,037 Skipped: 67



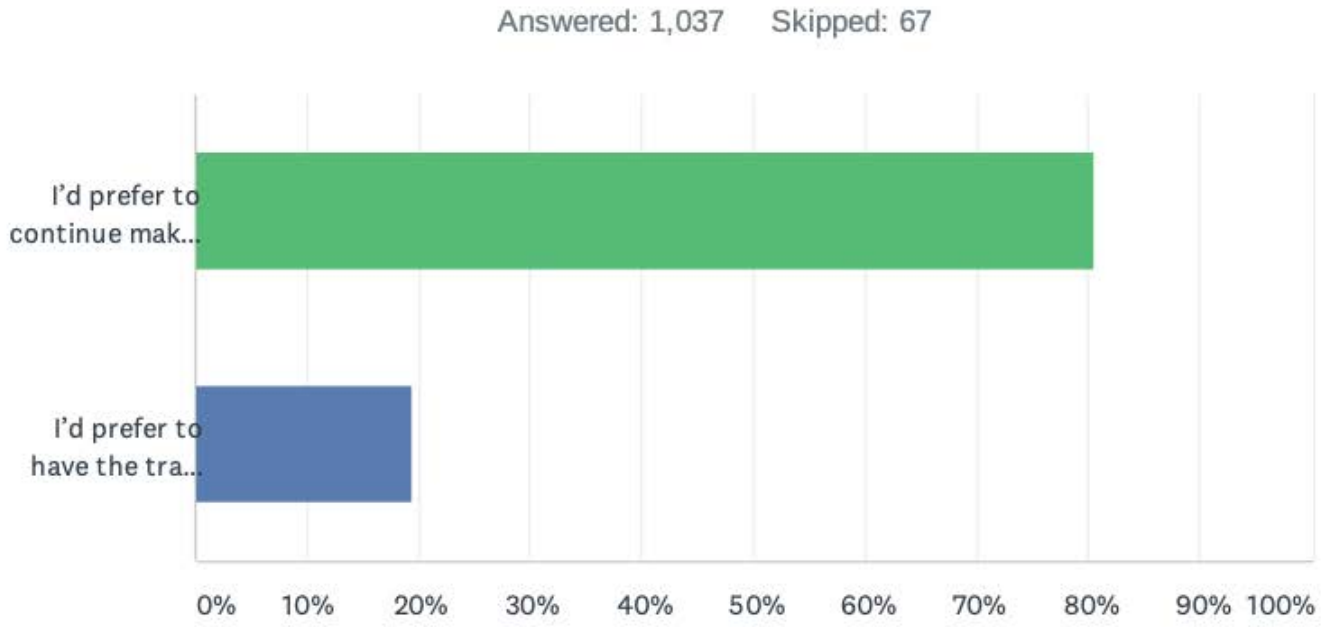
ANSWER CHOICES	RESPONSES	
Too big	3.66%	38
Just right	80.33%	833
Too small	16.01%	166
TOTAL		1,037

Q16. Currently, what do you think about the size of the recycling containers provided? Are they...?



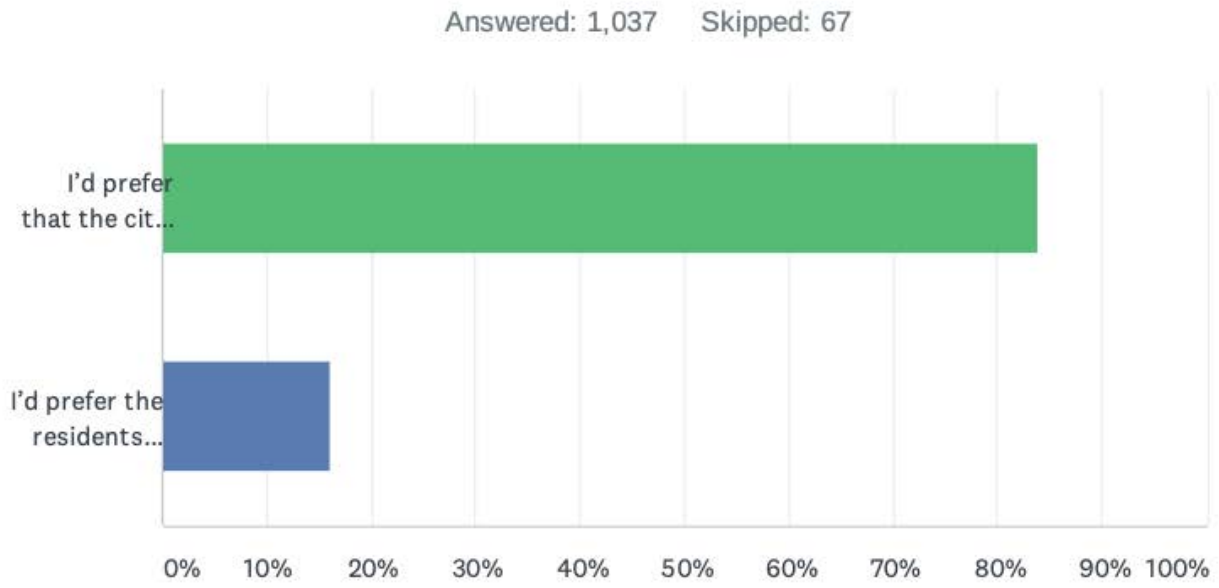
ANSWER CHOICES	RESPONSES	
Too big	4.73%	49
Just right	79.36%	823
Too small	15.91%	165
TOTAL		1,037

Q17. Would you prefer to have your trash / recycling payment be made directly to the contracted hauler or included with your utility bill?



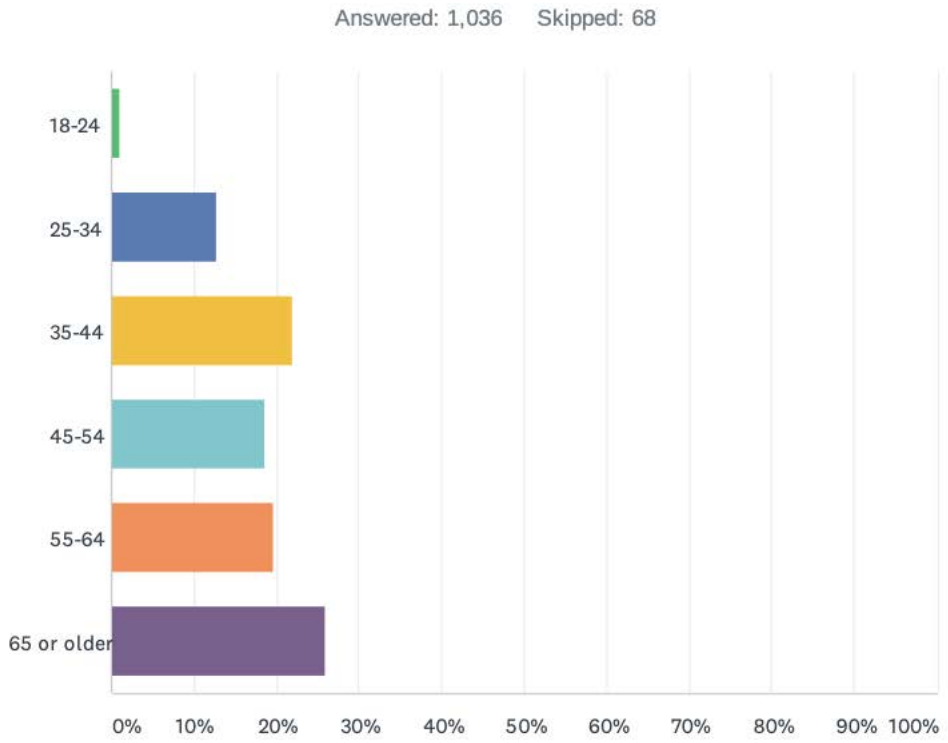
ANSWER CHOICES	RESPONSES	
I'd prefer to continue making payments directly to the trash hauler	80.52%	835
I'd prefer to have the trash / recycling bill included in my monthly utility bill	19.48%	202
TOTAL		1,037

Q18. Would you prefer that the City continue to contract with a single trash/recycling hauler and provide the residents with that service OR would you prefer that the residents locate and contract with their own trash/recycling service provider?



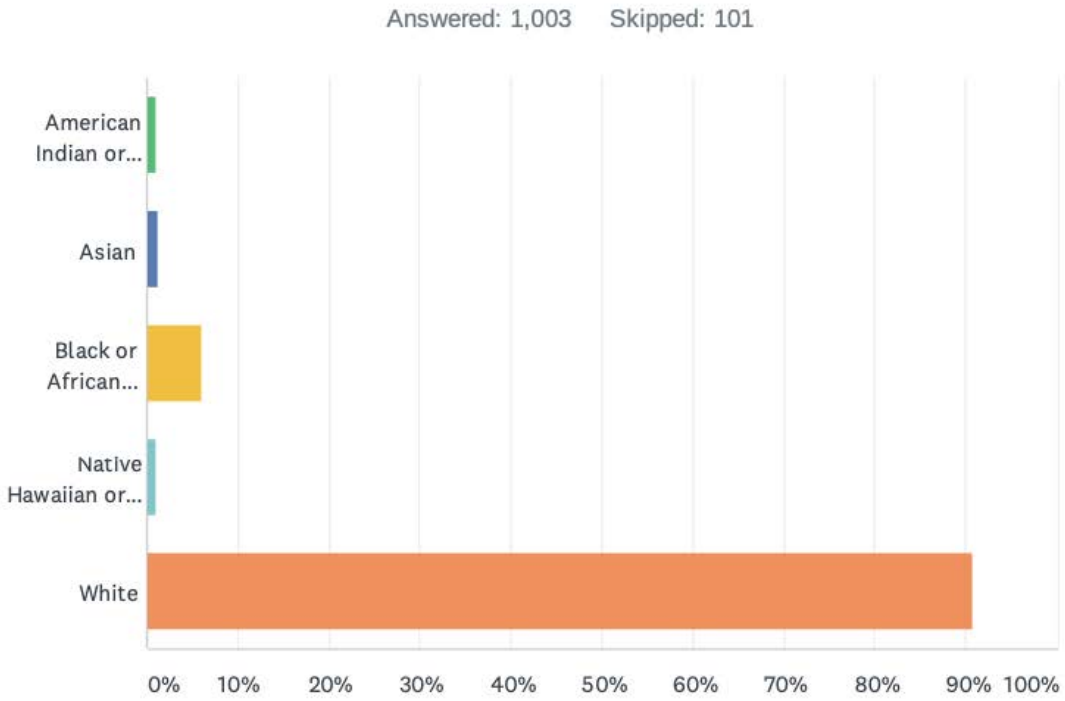
ANSWER CHOICES	RESPONSES	
I'd prefer that the city continue to contract with a single trash/recycling hauler and provide the residents with that service.	83.99%	871
I'd prefer the residents locate and contract with their own trash/recycling service provider?	16.01%	166
TOTAL		1,037

Q19. In what age bracket do you belong?



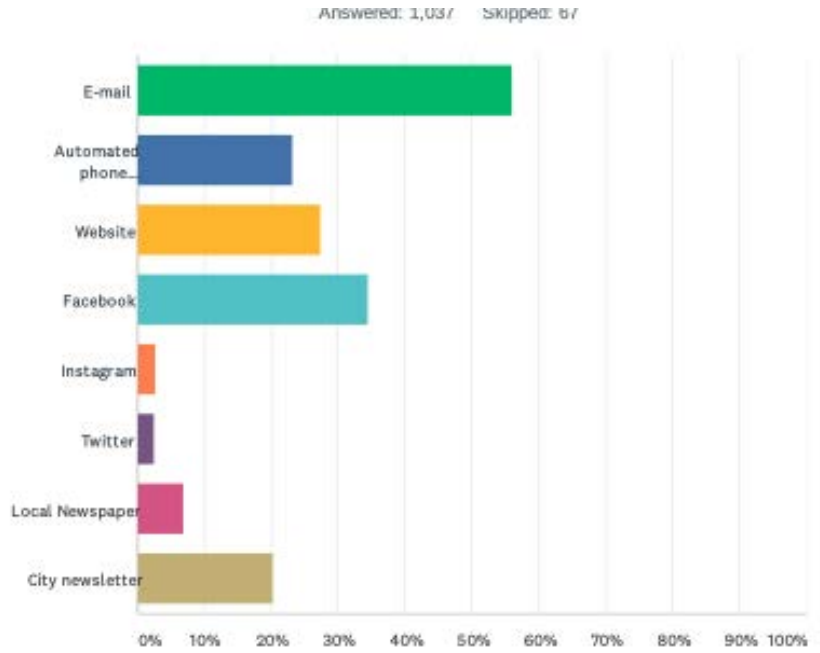
ANSWER CHOICES	RESPONSES	
18-24	0.97%	10
25-34	12.84%	133
35-44	22.01%	228
45-54	18.63%	193
55-64	19.69%	204
65 or older	25.87%	268
TOTAL		1,036

Q20. What is your ethnicity/race?



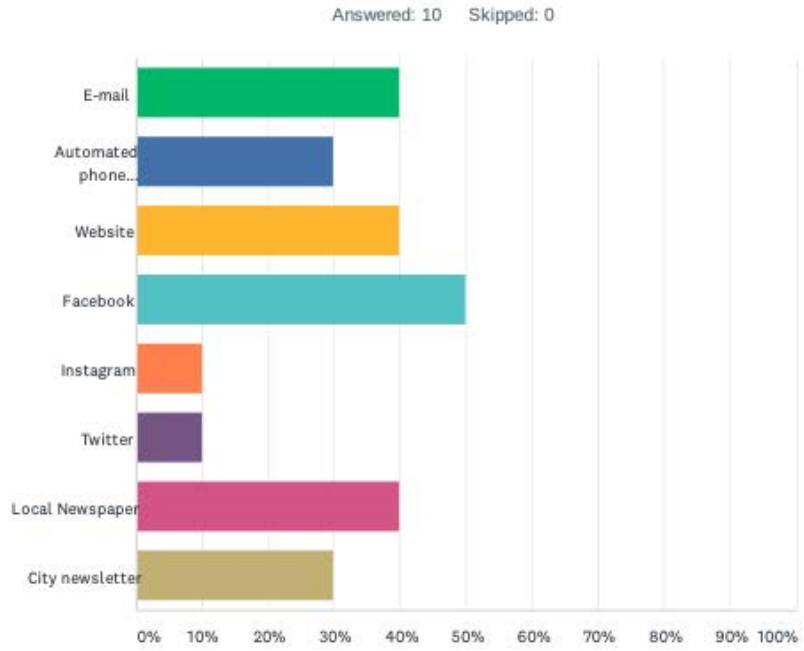
ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	1.00%	10
Asian	1.20%	12
Black or African American	6.08%	61
Native Hawaiian or Other Pacific Islander	1.00%	10
White	90.73%	910
TOTAL		1,003

Q21. How would you like to receive your communications from the city?



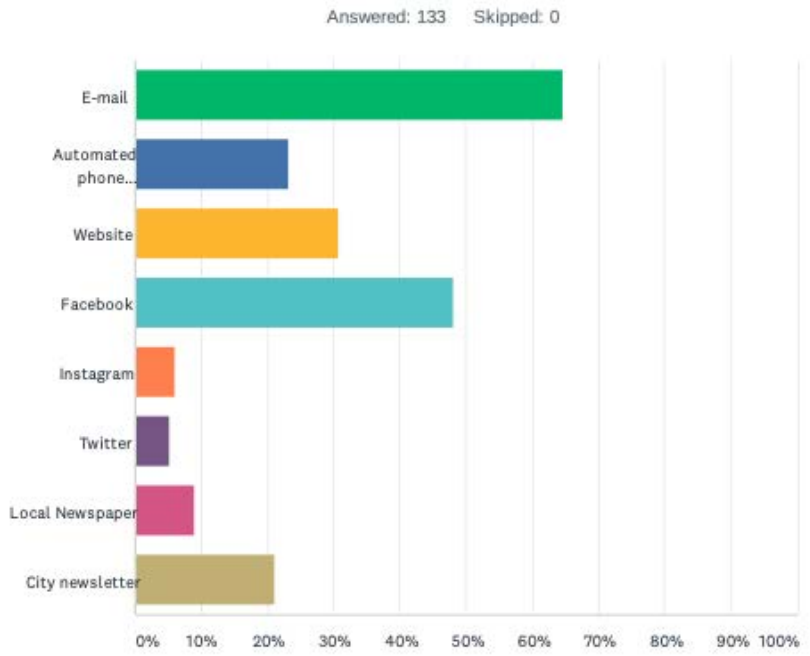
ANSWER CHOICES	RESPONSES	
E-mail	56.03%	581
Automated phone notification system	23.14%	240
Website	27.39%	284
Facebook	34.43%	357
Instagram	2.70%	28
Twitter	2.41%	25
Local Newspaper	6.85%	71
City newsletter	20.35%	211
Total Respondents: 1,037		

Q21. How would you like to receive your communications from the city?
(18-24 years old)



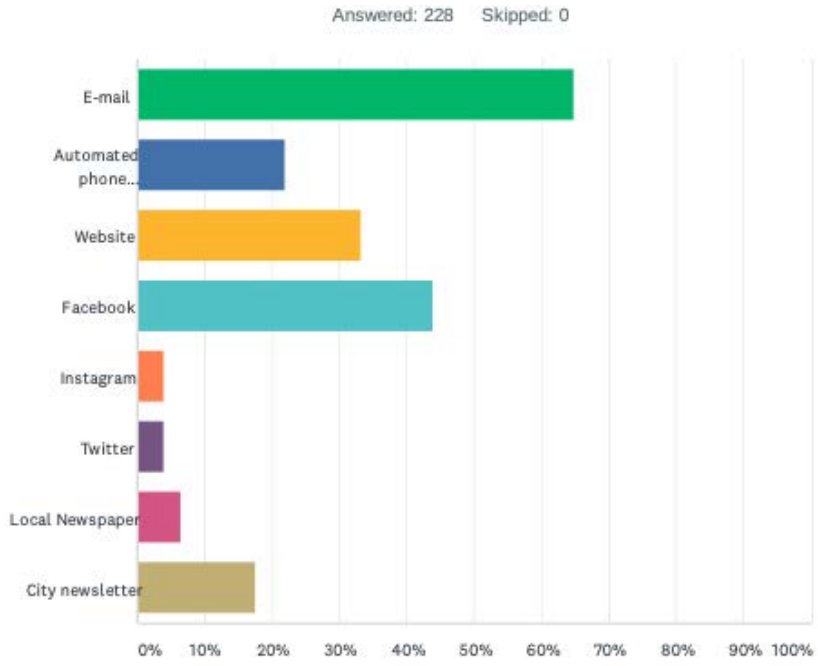
ANSWER CHOICES	RESPONSES	
E-mail	40.00%	4
Automated phone notification system	30.00%	3
Website	40.00%	4
Facebook	50.00%	5
Instagram	10.00%	1
Twitter	10.00%	1
Local Newspaper	40.00%	4
City newsletter	30.00%	3
Total Respondents: 10		

Q21. How would you like to receive your communications from the city?
(25-34 years old)



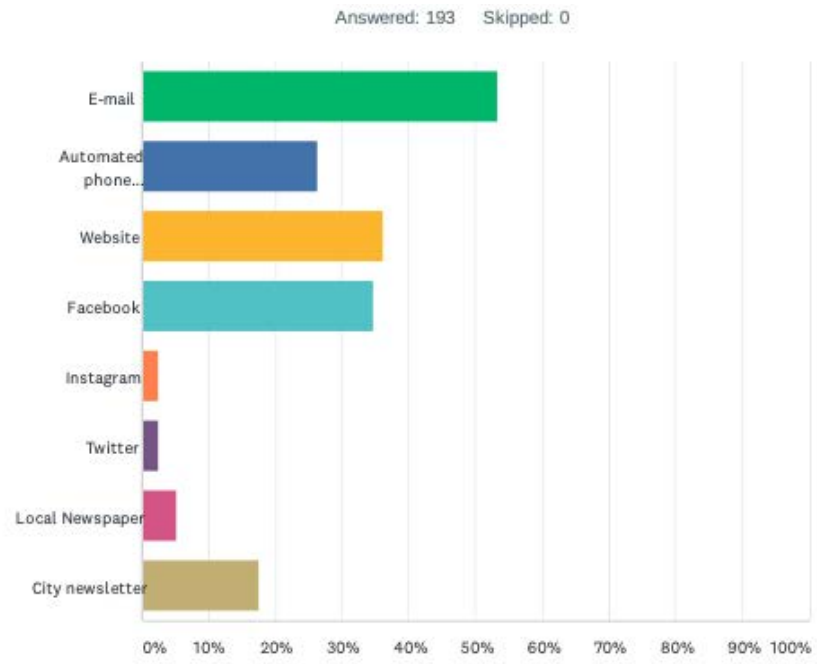
ANSWER CHOICES	RESPONSES	
E-mail	64.66%	86
Automated phone notification system	23.31%	31
Website	30.83%	41
Facebook	48.12%	64
Instagram	6.02%	8
Twitter	5.26%	7
Local Newspaper	9.02%	12
City newsletter	21.05%	28
Total Respondents: 133		

Q21. How would you like to receive your communications from the city?
(35-44 years old)



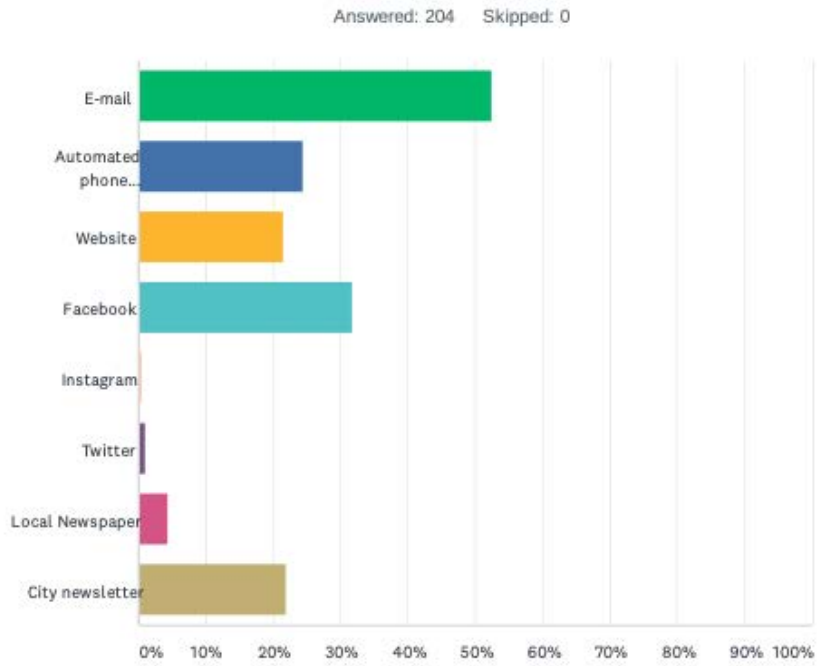
ANSWER CHOICES	RESPONSES	
E-mail	64.91%	148
Automated phone notification system	21.93%	50
Website	33.33%	76
Facebook	43.86%	100
Instagram	3.95%	9
Twitter	3.95%	9
Local Newspaper	6.58%	15
City newsletter	17.54%	40
Total Respondents: 228		

Q21. How would you like to receive your communications from the city?
(45-54 years old)



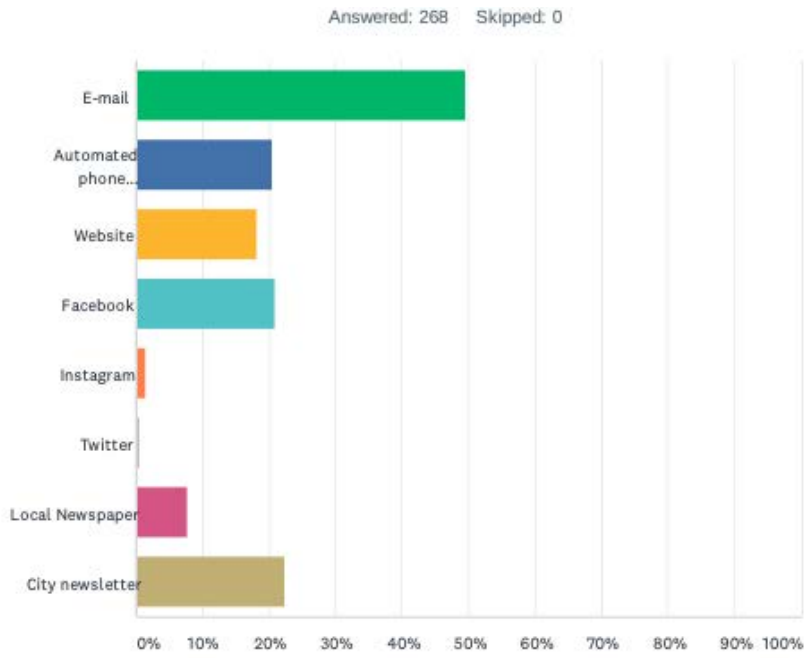
ANSWER CHOICES	RESPONSES	
E-mail	53.37%	103
Automated phone notification system	26.42%	51
Website	36.27%	70
Facebook	34.72%	67
Instagram	2.59%	5
Twitter	2.59%	5
Local Newspaper	5.18%	10
City newsletter	17.62%	34
Total Respondents: 193		

Q21. How would you like to receive your communications from the city?
(55-64 years old)



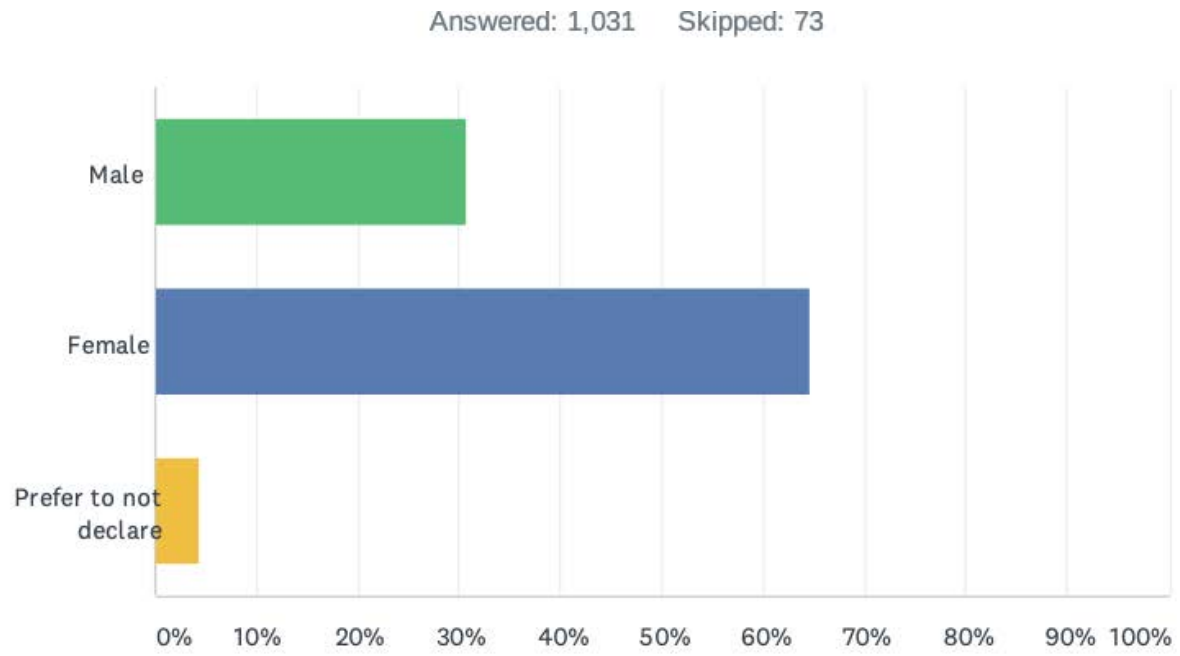
ANSWER CHOICES	RESPONSES	
E-mail	52.45%	107
Automated phone notification system	24.51%	50
Website	21.57%	44
Facebook	31.86%	65
Instagram	0.49%	1
Twitter	0.98%	2
Local Newspaper	4.41%	9
City newsletter	22.06%	45
Total Respondents: 204		

Q21. How would you like to receive your communications from the city?
(65+ years old)



ANSWER CHOICES	RESPONSES	
E-mail	49.63%	133
Automated phone notification system	20.52%	55
Website	18.28%	49
Facebook	20.90%	56
Instagram	1.49%	4
Twitter	0.37%	1
Local Newspaper	7.84%	21
City newsletter	22.39%	60
Total Respondents: 268		

Q22. What is your gender?



ANSWER CHOICES	RESPONSES	
Male	30.84%	318
Female	64.69%	667
Prefer to not declare	4.46%	46
TOTAL		1,031


Questions?

AI-7440 **Topics of Discussion** J.

Council Work Session

Meeting Date: 02/16/2021

City Code - Supplement 6 - Adopting Ordinance

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 02/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

City Code - Supplement 6 - Adopting Ordinance

Purpose and Background

This ordinance is to adopt Supplement 6 to the City Code for the period of August 11, 2020 to December 31, 2020. Appropriate legal notice of this ordinance has been advertised as required by the Huber Heights City Charter.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AND/OR RESOLUTIONS AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CITY CODE OF HUBER HEIGHTS, OHIO; PROVIDING FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CITY CODE AS SUPPLEMENT 6; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Municipal Code Corporation has completed its updating and revision of the City Code of Huber Heights, Ohio within Supplement 6; and

WHEREAS, certain provisions within the City Code of Huber Heights, Ohio were changed to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various resolutions and/or ordinances of a general and permanent nature have been passed by the City Council which should be included in the City Code of Huber Heights, Ohio.

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

Section 1. The resolutions and/or ordinances of the City of Huber Heights, Ohio, of a general and permanent nature, as edited, revised, codified and re-codified, rearranged and consolidated into component codes, titles, chapters and sections within Supplement 6 to the City Code of Huber Heights, Ohio for the period of August 11, 2020 to December 31, 2020, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted.

Section 2. The provisions within the City of Huber Heights Code that mirror provisions as contained in the Ohio Revised Code as set forth within Supplement 6 to the City Code of Huber Heights, Ohio for the period of August 11, 2020 to December 31, 2020, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted to conform with current State law.

Section 3. All ordinances and resolutions or parts thereof that are in conflict or inconsistent with any provision of the new matter adopted in Section 1 or 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

(a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2018.

Section 4. Pursuant to Section 5.08(B) of the Huber Heights City Charter, the Clerk of Council shall cause a notice of this proposed adopting Ordinance to be published one time in a newspaper of general circulation in the City at least seven days prior to adoption and no further publication shall be necessary. Such publication shall constitute sufficient notice of all new material contained therein.

Section 5. 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 6. 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