

CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session
Hybrid In-Person/Remote Meeting

March 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. March 2, 2021

3. **Work Session Topics Of Discussion**

   A. City Manager Resignation Discussion

   B. City Manager Report

   C. Supplemental Appropriations

   D. Medic - Capital Lease - Fire Division

   E. 2021 Street Program - Award Contracts

   F. 2021 Sidewalk Program and the Concrete Portion of the 2021 Street Program

   G. Wellfield Study - Award Contracts

H. Southpointe Crossing - DogTown Development Agreement

I. Culture and Diversity Citizens Action Commission Recommendations

J. City Newsletter

K. City Manager Search - Request For Proposals

4. **Adjournment**

AI-7494 **Topics of Discussion** **A.**

Council Work Session

Meeting Date: 03/16/2021

City Manager Resignation Discussion

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

City Manager Resignation Discussion

Purpose and Background

This agenda item is for a follow up discussion by City Council regarding the resignation of Rob Schommer as City Manager as agreed at the March 10, 2021 City Council Emergency Meeting.

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

Employment Agreement - Rob Schommer

Resignation Letter - Rob Schommer

Consulting Agreement - Rob Schommer

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9TH day of January, 2018, by and between the City of Huber Heights, Ohio, an Ohio municipal corporation, ("City") and Robert B. Schommer, (" Schommer").

WHEREAS, City desires to appoint Schommer as the City Manager of the City of Huber Heights, as provided for in Article VI of the Charter of the City of Huber Heights; and

WHEREAS, it is the desire of the City Council of Huber Heights to provide certain benefits and to establish certain conditions associated with the appointment of Schommer as set forth in this Agreement; and

WHEREAS, Schommer desires to accept the appointment as City Manager of Huber Heights, Ohio pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Nature of Appointment.

The parties mutually agree to terminate the Employment Agreement dated April 14, 2014 by and between the parties. Effective with the termination of that Employment Agreement, and the retirement of Robert B. Schommer from the Ohio Police and Fire Pension Fund, this Agreement shall take effect, and Schommer shall be immediately appointed the City Manager of the City of Huber Heights. As such, Schommer shall perform the functions and duties specified in the Charter and City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

As a result of the duties of City Manager Schommer is expected to respond to certain emergencies, and conduct activities associated with all city services; therefore, City will provide a City owned vehicle for his use.

Schommer agrees that he will support the Constitution of the United States, the Constitution of the State of Ohio, the Charter and all Ordinances of the City of Huber Heights, Ohio, and will at all times faithfully, honestly, and impartially discharge the duties of the office of the City Manager to the best of his abilities.

Section 2. Term of Agreement.

A. Schommer shall serve at the pleasure of the City Council. This Agreement shall become effective immediately upon the retirement of Schommer from the Ohio Police and Fire Pension Fund and remain in full force and effect from that date through the 31st day of December, 2022 subject to the termination provisions set forth within the Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Schommer to resign or retire at any time from his position with City. However, Schommer agrees to provide thirty

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Schommer to resign or retire at any time from his position with City. However, Schommer agrees to provide thirty (30) days' notice of his resignation and such resignation shall forfeit any right of severance, except as provided for in Section 3 (F) of this agreement.

C. Schommer agrees not to undertake any employment that would in any way hinder his ability to provide his full attention to the position of City Manager of Huber Heights. However, this shall not be construed to include occasional teaching or consulting performed outside of his working hours for the City and at his own cost, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Huber Heights.

Section 3. Termination and Severance Pay.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Schommer at any time with or without cause as provided by the City Charter.

B. Terminated "for cause" shall mean Schommer is terminated because of a violation of, or failure to comply with, the terms of this Agreement after being given a written notice which describes the violation and provides thirty (30) days for Schommer to cure the violation or obtain compliance thereof; conviction of any illegal act involving personal gain to Schommer or any other person; or for any felony or for any crime of moral turpitude which negatively impacts the City. In the event Schommer is terminated for cause then, in that event, City shall have no obligation to pay the severance sum designated herein.

C. In the event Schommer is terminated without cause, the City shall: (1) pay Schommer a lump sum cash payment equal to six (6) months of his annual base salary; (2) pay Schommer the unpaid balance of salary earned from the beginning of the then-current pay period through the date of termination; (3) pay for all accrued benefits in accord with the Employment Manual of the City applicable to all employees; (4) continue in full force and coverage all health, dental, and vision insurance and all other City provided benefits at City expense, for a period of twelve (12) months or until other coverage is provided to Schommer by a subsequent employer or said coverage is provided through retirement benefits (and is in full force and effect), whichever comes first. Schommer will continue to pay the employee portion of benefits in accord with the Employment Manual of the City applicable to all non-union employees. Said continuation of group health insurance coverage shall be in addition to any protection afforded Schommer by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.

D. In the event the City Council at any time reduces the salary, compensation or other benefits of Schommer in a greater amount than an applicable across-the-board reduction Schommer may, at his option, be deemed to be "terminated without cause" at the date of such reduction.

E. For purposes of complying with this Section 3 of this Agreement, appropriations held as an unencumbered fund balance in the General Fund or other account of the City shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to ensure fulfillment of this provision of the Agreement.

F. Resignation or retirement by Schommer forfeits any rights of severance under this Agreement, except for such rights as would be provided to any city employee upon resignation or retirement pursuant to the City personnel rules, policies and regulations.

G. Contemporaneously with the delivery of the severance pay set forth in this Agreement, Schommer shall execute and deliver to City a release, releasing City of all claims that Schommer may have against City.

Section 4. Salary.

City agrees to pay Schommer for his services rendered pursuant hereto as Schommer an annual base salary equivalent to the employee's most recent and current salary as City Manager which is currently ($141,060) payable in installments at the same time as employees of the City are paid. City agrees to increase said salary by the annual Cost of Living Adjustment (COLA), if any, provided to city employees in accordance with the City of Huber Heights Performance Compensation Plan for Non-Bargaining employees (or other documents which may be adopted by City Council from time to time for non-union employee compensation), effective with the first pay period as all non-union City employees, without further action.

Section 5. Vacation, Sick and Other Leave.

Schommer shall be credited for his past accrued vacation and sick leave hours upon his retirement. Commencing with his reappointment Schommer shall be entitled to accrue hours for various leave (including but not limited to vacation leave, personal leave, and sick leave) at the rate and pursuant to City policies for non-bargaining employees. Schommer may opt to cash out the maximum number of hours per year of vacation time as provided for in the Employee Manual applicable to all employees.

Section 6. Retirement Benefits.

Schommer shall be covered and governed by the Ohio Public Employee's Retirement System (OPERS), with the City contributing its required percentage of base salary (based on a solely administrative position which shall not include the designation as a safety director or peace officer). As provided for in the City Personnel manual for non-union employees, the City agrees to pay a portion of Schommer's OPERS contribution (1% per year) on behalf of Schommer. Calculations for retirement contributions shall include all compensation normally reportable to OPERS.

Section 7. Insurance Coverage.

Schommer shall be covered by the same life, health, dental, vision, disability plans, including the Family Medical Leave Act and worker's compensation benefits, and any other insurance at least equal to that which is provided to employees of the City.

Section 8. Policies, Rules & Regulations of City

All provisions of the Charter, and policies, rules and regulations of City including those relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply

to Schommer as they would to non-union employees of City. All benefits which vary according to tenure shall be calculated and granted in accordance with City provisions.

Section 9. Residency.

In consideration of the standing Legal Opinion regarding Section 6.01 of the Charter of Huber Heights, there shall be no residency requirement for Schommer.

Section 10. Hours of Work.

It is expected that Schommer will typically work during normal City Hall office hours. However, it is recognized that Schommer must devote a great deal of time outside those normal office hours on business for the City including after hour meetings. Accordingly, and to that end, Schommer shall establish a work schedule necessary to fulfill his duties as City Manager. Schommer is not eligible for overtime or paid compensatory hours.

Section 11. Professional Development.

City agrees to pay the expense of memberships, registration, travel, meals and lodging in association with business-related conferences, education or other meetings, according to approved appropriation for travel, training, and professional dues in the annual City Budget.

Section 12. Indemnification.

City shall defend, indemnify and hold Schommer harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission in connection with a governmental or proprietary function and occurring during or arising out of Schommer's good faith performance of duties of City Manager. City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Schommer's term of appointment, and the otherwise expiration of this Agreement, to provide full and complete protection to Schommer by the City of Huber Heights, as described herein, for any acts undertaken or committed in his capacity as City Manager regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Schommer's appointment with City.

Section 13. General Provisions.

A. This Agreement sets forth and establishes the entire understanding between the City and Schommer relating to the appointment of Schommer as City Manager. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made part of the Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Schommer.

C. This Agreement shall become effective as defined in Section 2 and upon adoption and approval by the City Council of the City of Huber Heights.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

E. Contemporaneously with the execution of this Agreement, Schommer shall execute and deliver to City a Release signed by Schommer releasing and waiving any and all past potential claims Schommer has or may have against the City occurring prior to the execution of this Agreement. In exchange for said Release, City shall pay to Schommer with the next applicable pay period after execution of this Agreement and the Release, a one time lump sum payment of $15,000.

IN WITNESS WHEREOF

CITY OF HUBER HEIGHTS, OHIO

Jeffrey Gore, Mayor

SCHOMMER

Robert B. Schommer

APPROVED AS TO FORM

Gerald L McDonald, Law Director

AUTHENTICATION

Anthony C. Rodgers, Clerk of Council

HUBER HEIGHTS
Come Grow With Us!

City of Huber Heights
6131 Taylorsville Rd.
Huber Heights, OH 45424

937.233.1423
937.233.1272 fax

www.hhoh.org

March 9, 2021

Mayor and Council,

I would like to take this opportunity to express my gratitude for the 24.5 years I have been able to serve the city of Huber Heights and its 40,000 residents. It was an honor to serve in one of the best police departments in the country and being able to rise to the level of Chief of Police was a true highlight of my career. The years serving as the city manager has certainly come with challenges but overall, the successes of the major projects the city has seen combined with the growth in the last few years has made me very proud due to the financial restructuring that I initiated. I am pleased to leave a legacy of sound financial management and growth for the city.

I cannot say enough about the staff I have been so fortunate to work with. They are all truly dedicated to making Huber Heights the best place to live, work, and play and they proudly do the work to serve every resident of the city.

After 24 ½ years of service to Huber Heights there should be no doubt of my love for this community along with those that reside and work here, however new personal opportunities have been opened to me which leads me, with a very heavy heart, to submit this letter of resignation effective upon the execution of a Consulting Agreement. I realize there will be a transition period to find and secure a new city manager and in order to help alleviate any chaos or interruption, I offer myself in whatever capacity the city needs in a general consulting role to help continue the progress of the many major projects currently underway.

It has been my pleasure to get to know each of you over the years and I wish you all nothing but the best and the most success possible for the city of Huber Heights.

Respectfully,

Rob Schommer

CONSULTING AGREEMENT

This Agreement ("Agreement") is between Robert Schommer ("Schommer") and the City of Huber Heights, Ohio ("City").

WHEREAS, Schommer submitted his written resignation as City Manager of Huber Heights and City Council has waived the 30-day notice requirement; and

WHEREAS and the parties have agreed that the effective date of the resignation of employment shall be Tuesday March 9, 2021 ("Last Day")

NOW WHEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Schommer and City agree and promise as follows:

1. CONSULTING. Schommer agrees to be available for consultation regarding matters of concern or interest of the services to City with the City's interim City Manager, (or new City Manager if hired during the term of this Agreement), Directors, by telephone and email through September 8, 2021. Schommer shall not consult on any matter that may be deemed a conflict of interest between the City and any future employer of Schommer. Schommer shall not be required to provide consulting services to the City as his sole and exclusive function. It is understood and agreed that Schommer may and will have other business interests and engage in other activities in addition to those relating to the City.

2. PAY. The City will pay Schommer the gross sum of $150,000 less applicable agreed deductions, as a lump sum within seven (7) days of the date of this Agreement, said amount shall be non-pensionable and shall be deemed to include any and all accrued and used vacation pay and other pay, if any owed to Schommer. The City will continue in full force and coverage all health, dental, and vision insurance for Schommer at City expense, through March 31, 2022. All other employee benefits will cease as of the Last Day. Schommer will be provided currently assigned laptop computer.

3. OTHER BENEFITS. Schommer agrees that the payments and benefits provided by this Agreement are greater than any to which Schommer would be entitled under the City's policies and his contract; that the payments and benefits provided under this Agreement are all that Schommer will receive from the City; and that these payments and benefits are in lieu of, and replace, any payments and benefits which Schommer might have claimed eligibility for, or entitlement to, under any agreement or City policy or practice.

4. RELEASE OF CLAIMS. In consideration of the payments and benefits provided to Schommer under this Agreement, and other good and valuable consideration the receipt and sufficiency of which are expressly acknowledged, Schommer, on behalf of himself, his heirs, administrators, assigns and agents, fully settles, releases, and forever discharges the City from any and all claims, demands, liabilities, costs, attorneys' fees, damages, actions, and causes of action arising out of or related to Schommer's employment or termination from employment with the City. This includes, but is not limited to, any and all claims under all prior Employment Agreements between the City and Schommer; the Charter, City Ordinances and Resolutions of the City of Huber Heights, Ohio; the Constitution and Laws of Ohio and the following federal statutes and like or similar state or local laws: Title VII of the Civil Rights Act of 1964, as amended; The Age Discrimination in Employment Act, as amended; The

Americans with Disabilities Act; The Employee Retirement Income Security Act; and The Family and Medical Leave Act, as well as any other type of employment discrimination, wrongful discharge, retaliation, breach of express or implied contract, promissory estoppel, emotional distress, intentional tort, or personal injury claim. This release covers all claims as of the effective date of this Agreement whether known and unknown to Schommer.

5. NON-DISPARAGEMENT. Schommer will not make any statements or remarks which are disparaging to, or which have the potential of harming, the City and/or its elected or appointed officers, agents or volunteers. City and its elected officials will not make or direct to be made any statements or remarks which are disparaging to, or which have the potential of harming Schommer. To that end, neither party will engage in any act or conduct which is, or could be construed to be, detrimental to either party (or a party's elected and appointed officials) or its interests or reputation.

6. SEVERABILITY. The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall continue in full force and effect and the voided provision shall be amended, if permissible, to the extent necessary to render it valid and enforceable.

7. GOVERNING LAW. All matters relating to the interpretation, construction, and enforcement of this Agreement shall be governed by and construed according to the laws of the State of Ohio to the extent that those laws are not preempted by the laws of the United States of America.

8. ENTIRE AGREEMENT. The foregoing terms represent the entire agreement between Schommer and the City and the only consideration for signing this Agreement. No other promises or agreements of any kind have been made between the parties to cause them to sign this Agreement. Schommer states that Schommer has carefully read this Agreement, that Schommer fully understands its terms, that Schommer has had full opportunity to review it with Schommer's own legal counsel, if desired, that Schommer understands its legal and binding effect, and that Schommer signs this Agreement voluntarily

9. INDEMNIFICATION. City shall continue to defend, indemnify and hold Schommer harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission in connection with a governmental or proprietary function and occurring during or arising out of Schommer's good faith performance of duties while City Manager. City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Schommer's term of appointment, and the otherwise expiration of this Agreement, to provide full and complete protection to Schommer by the City of Huber Heights, as described herein, for any acts undertaken or committed in his capacity previously as City Manager under this Agreement regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Schommer's appointment with City.

Robert Schommer
Date: March 9, 2021

Gerald McDonald Law Director
Date: 3/10/21

AI-7491 **Topics of Discussion** **C.**

Council Work Session

Meeting Date: 03/16/2021

Supplemental Appropriations

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 03/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Supplemental Appropriations

Purpose and Background

The supplemental appropriations are for the following purposes:

- $100,000 for Ohio EPA mandated wellfield study and evaluation of Well #6.

Fiscal Impact

Source of Funds: Water Utility Reserve Fund

Cost: $100,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

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

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2021 operating and project funding.

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

Section 1. Ordinance No. 2020-O-2453 is hereby amended as shown in Exhibit A of this Ordinance.

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

EXHIBIT A

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

1) Section 39 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 504 Water Utility Reserve Fund, as follows:

   a. Subsection a) Capital, Operations and Capital of $100,000.00.

Water Utility Reserve Fund	$100,000.00

AI-7492 **Topics of Discussion** **D.**

Council Work Session

Meeting Date: 03/16/2021

Medic - Capital Lease - Fire Division

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 03/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Medic - Capital Lease - Fire Division

Purpose and Background

The Fire Division has been notified that the new medic ordered last year will be ready for delivery around 4/16/21. City Staff recommend that the City enter into a capital lease for the purchase of the medic. Four timely proposals were received by the Finance Department and are included as an attachment. City Staff recommends the lowest and best proposal for a 4.5-year lease with an interest rate of 1.25% and semi-annual payments of $29,308.97 from US Bancorp Government Leasing and Finance, Inc. be approved. The draft documents for the Master Lease Purchase Agreement, including the Term Sheet are attached. The cost of the 2021 medic is $255,723. Due to possible delivery before the first City Council Meeting in April, City Staff requests that the second reading be waived and adoption of this legislation take place at the March 22, 2021 City Council Meeting, with an emergency clause, so the legislation can be effective immediately.

Fiscal Impact

Source of Funds: Fire Capital Fund

Cost: $29,310

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

The first semi-annual lease payment will begin in October 2021 and will be included in a future supplemental appropriation to the 2021 Budget, if this legislation is approved.

Attachments

Medic Lease Financing Proposals

Ordinance

2021 Medic Lease Options - March 2021

Bank/Finance Company	Annual Payments 4.5 Years
Burhill Leasing Company	$63,466.67
Huntington Public Capital Corp	$59,193.48
Key Government Finance	$59,382.55
US Bancorp Gov't Leasing & Finance	$58,617.94

Annual Financing for 2021 Medic will be out of the Fire Capital Fund

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

AUTHORIZING AN ADDITIONAL LEASE TRANSACTION PURSUANT TO AN EXISTING MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT AND AUTHORIZING THE EXECUTION OF RELATED ADDENDA, A PROPERTY SCHEDULE AND RELATED DOCUMENTS FOR THE PURPOSE OF PURCHASING AN EMERGENCY MEDICAL VEHICLE FOR USE BY THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has heretofore authorized and executed a Master Tax-Exempt Lease/Purchase Agreement dated September 14, 2017 (the "*Master Lease*") with U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), which among other matters, generally provides for the leasing by the City from time to time of various permanent improvements; and

WHEREAS, this Council has determined that it is in the best interest of the City to purchase an emergency medical vehicle for use by the City (the *"Equipment"*) pursuant to the Master Lease and related addenda and a payment schedule (the related addenda and payment schedule and all exhibits and attachments related thereto being collectively referred to as the "*2021 Supplemental Lease Materials*" and together with the Master Lease, the *"Lease"*), all between the Lessor and the City, as lessee, a copy of which Lease has been presented to this Council; and

WHEREAS, the obligations of the City under the Lease will be subject to annual appropriations by this Council.

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

Section 1. The City Manager or, if the City Manager is unavailable, an Assistant City Manager (collectively, the "*City Manager*") and Director of Finance are hereby authorized to sign and deliver, in the name of and on behalf of the City, the 2021 Supplemental Lease Materials in substantially the form on file with the Clerk of Council, provided that the aggregate principal components of the rental payments due under the Lease shall not exceed $255,723.00, the interest component of those rental payments shall accrue at an annual rate not in excess of 1.250%, and the final renewal term of the Lease shall end not later than five (5) years from the commencement date of the Lease and the Lease shall be subject to prepayment as set forth in the Lease. The 2021 Supplemental Lease Materials are approved with such changes that are not inconsistent with this Ordinance and not substantially adverse to the City that are permitted by law and 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 2021 Supplemental Lease Materials by the City Manager and the Director of Finance. The Mayor, City Manager, the Director of Finance, the City Attorney, the Clerk of Council, and other City officials, as appropriate, are each further authorized to sign any certifications, commitments, financing statements, assignments, escrow agreements, and other documents and instruments and to take such other actions as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Lease.

Section 2. The proceeds of the Lease shall be credited to the proper fund or funds as provided in the Lease, and those proceeds are appropriated and shall be used for the purpose for which the Lease is authorized and are hereby appropriated for that purpose.

Section 3. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Lease so that (a) the obligations of the City under the Lease will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the *"Code"*), or (ii) be treated other than as obligations the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest components of the Lease payments (*"Interest"*) will not be treated as an item of tax preference under Section 57 of the Code. The City further covenants that (a) the City will take or cause to be taken such actions which may be required of it for the Interest to be and to remain excluded from gross income for federal income tax purposes, (b) the City will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) the City, or persons acting for it, will, among other acts of compliance, (i) apply or cause the application of the Lease proceeds to the governmental purpose of

the Lease, (ii) restrict the yield on investment property acquired with the Lease proceeds, (iii) make timely and adequate payments to the federal government if required, (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 those proceeds, all in such manner and to the extent necessary to assure such exclusion of the Interest under the Code.

The Director of Finance, as the fiscal officer, or the City Manager 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 Lease as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, 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, as determined by that officer, 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 Lease, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease. Either of those officers is specifically authorized to designate or otherwise determine the obligations of the City under the Lease to be "qualified tax-exempt obligations" for purposes of Section 265 of the Code if such designation or determination is applicable and desirable, and to make any related necessary representations and covenants.

Section 4. Proceeds in the amount of any temporary advances as certified by the Director of Finance are to be credited to the fund from which temporary advances were made to reimburse it for temporary advances made to pay capital expenditures previously made for the foregoing purpose, and such amount is charged against those proceeds. Immediately following the signing and delivery of the 2021 Supplemental Lease Materials, the appropriate officers are directed further to reflect such reimbursement, together with reimbursement of any additional amounts eligible for reimbursement under U.S. Treasury Regulations Section 1.150-2, on the appropriate accounting records of the City.

Section 5. It is the intent and purpose of City Council to approve the Lease subject to and in accordance with all applicable federal and State laws, regulations, and rules required for such approval in order to assure the contemplated tax treatment as set forth in the Lease. To the extent any such required law, regulation or rule is not expressly set forth in this legislation, it is incorporated herein by this reference.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including Section 121.22 of the Revised Code.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the inhabitants of the City, and for the further reason that the City may enter into the Lease and related documents in order to obtain the Equipment and the financing thereof at the best cost to the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

CERTIFICATE

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

_____
Clerk of Council

AI-7489 **Topics of Discussion** **E.**

Council Work Session

Meeting Date: 03/16/2021

2021 Street Program - Award Contracts

Submitted By: Hanane Eisentraut

Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	03/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2021 Street Program - Award Contracts

Purpose and Background

This legislation will authorize the City Manager to award and enter into contracts for the 2021 Street Program. The Street Improvement Capital and Gas Tax Funds will be utilized for the construction of the different sections of this program.

Fiscal Impact

Source of Funds:	Street Capital and Gas Tax Funds
Cost:	$1,139,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Bid Results

Resolution

Street Map and Listing

CITY OF HUBER HEIGHTS
2021 STREET PROGRAM
BID RESULT
BID DATE: MARCH 5, 2021

CONTRACTOR'S NAME	SECTION A	SECTION B
Barrett Paving	$1,103,104.00 Bid Bond - Yes 105 Days	NO BID
John R. Jurgensen	$1,111,047.85 Bid Bond - Yes 90 Days	NO BID
Pavement Technology	NO BID	$20,580.40 Bid Bond - Yes 5 Days

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER INTO CONTRACTS FOR THE 2021 STREET PROGRAM.

WHEREAS, City Council under Resolution No. 2021-R-6965 has previously authorized the securing of bids for the 2021 Street Program; and

WHEREAS, construction bids were received on March 5, 2021; and

WHEREAS, the City desires to secure inspectional services from outside sources for the 2021 Street Program; and

WHEREAS, Bowser-Morner, Inc. is uniquely qualified to perform these services; and

WHEREAS, this project will be funded by the Street Improvement Capital and Gas Tax Funds.

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

Section 1. The City Manager is hereby authorized to enter into a contract for Section A: Street Improvements of the 2021 Street Program with Barrett Paving as the lowest and best bidder at a cost not to exceed $1,115,000.00 on the terms and conditions as substantially set forth in the specifications of the contract.

Section 2. The City Manager is hereby authorized to enter into a contract for Section B: Reclamite Surfacing of the 2021 Street Program with Pavement Technology, Inc. as the lowest and best bidder at a cost not to exceed $24,000.00 on the terms and conditions as substantially set forth in the specifications of the contract.

Section 3. The City Manager is hereby authorized to enter into a contract with Bowser-Morner, Inc. for inspectional services for the 2021 Street Improvement Program at a cost not to exceed $15,000.00.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

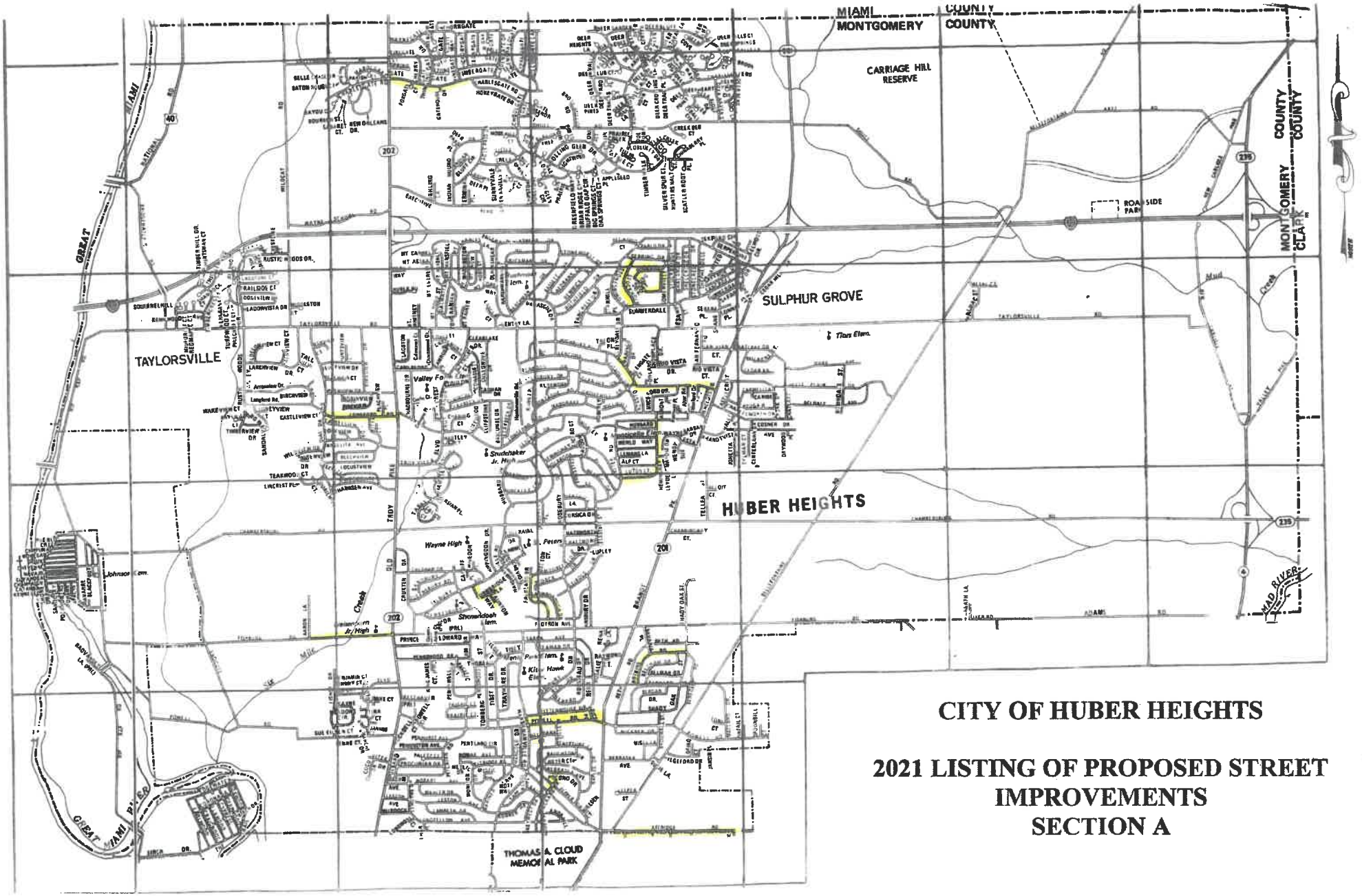
Passed by Council on the _____ day of _____, 2021;
_____Yeas; _____Nays.

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date



CITY OF HUBER HEIGHTS

2021 LISTING OF PROPOSED STREET IMPROVEMENTS
SECTION A

EXHIBIT A
CITY OF HUBER HEIGHTS
2021 STREET IMPROVEMENTS

1	Botkins Road	from Shady Oak to Barnard base repair, cold planing, curb and gutter replacement, asphalt repaving
2	Charlesgate Road	from Old Troy to Pinegate base repair, cold planing, curb and gutter replacement, asphalt repaving
3	Falkland Drive	from Flotron to Moorefield base repair, cold planing, curb and gutter replacement, asphalt repaving
4	Farmborough Drive	from Flotron to Falkland base repair, cold planing, curb and gutter replacement, asphalt repaving
5	Fishburg Road	from Old Troy Pike to Aaron Lane base repair, cold planing, asphalt repaving
6	Hemingway Road	from Alter to Longford base repair, cold planing, curb and gutter replacement, asphalt repaving
7	Highbury Road	from Brandt to Greydale base repair, cold planing, curb and gutter replacement, asphalt repaving
8	Kitridge Road	Bellefontaine east to City limit base repair, cold planing, curb and gutter replacement, asphalt repaving
9	Longford Road	from Dial to Old Troy base repair, cold planing, curb and gutter replacement, asphalt repaving
10	Packard Drive	from Kitridge to Pocono base repair, cold planing, curb and gutter replacement, asphalt repaving
11	Powell Road	from Harshmanville to Brandt base repair, cold planing, curb and gutter replacement, asphalt repaving

EXHIBIT A
CITY OF HUBER HEIGHTS
2021 STREET IMPROVEMENTS

12	Somerville Drive	from Springport to Spokane base repair, cold planing, curb and gutter replacement, asphalt repaving
13	Spokane Drive	from Springport to Somerville base repair, cold planing, curb and gutter replacement, asphalt repaving
14	Stockholm Drive	from Summerdale to Sebring base repair, cold planing, curb and gutter replacement, asphalt repaving
15	Taunton Way	from Turnbridge to cul de sac base repair, cold planing, curb and gutter replacement, asphalt repaving
16	Turnbridge Lane	from Tilbury to cul de sac base repair, cold planing, curb and gutter replacement, asphalt repaving

AI-7488 **Topics of Discussion** F.

Council Work Session

Meeting Date: 03/16/2021

2021 Sidewalk Program and Concrete Portion of 2021 Street Program - Award Contracts

Submitted By:	Hanane Eisentraut		
Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	03/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

2021 Sidewalk Program and the Concrete Portion of the 2021 Street Program

Purpose and Background

This legislation will authorize the awards for:
Section A: Replacement of Concrete Sidewalks and Aprons to Multi Task Construction at a cost not to exceed $120,000.00.
Section B: Raising Sidewalk to Proper Grade to A-1 Concrete Leveling at a cost not to exceed $3,500.00.
Section C: Concrete Portion of the 2020 Street Program to Multi Task Construction at a cost not to exceed $780,000.00.

Fiscal Impact

Source of Funds:	Sidewalk and Street Capital Funds
Cost:	$903,500
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes

Financial Implications:

Section A: $120,000 Sidewalk Fund
Section B: $3,500 Sidewalk Fund
Section C: $780,000 Street Improvement Capital Fund

Attachments

Bid Results
Resolution
Sidewalk Program Map

CITY OF HUBER HEIGHTS

2021 SIDEWALK & CONCRETE PORTION OF 2021 STREET PROGRAMS

BID RESULT

BID DATE: March 5, 2021

CONTRACTOR'S NAME	SECTION A	SECTION B	SECTION C
Adleta Construction	$138,769.12	NO BID	$950,757.12
	Bid Bond - Yes 60 Days		Bid Bond - Yes 120 Days
A to Z Property Maintenance	$122,062.50	NO BID	NO BID
	Bid Bond - Yes 75 Days		
Multi - Task	$106,422.00	NO BID	$758,855.00
	Bid Bond - Yes 75 Days		Bid Bond - Yes 180 Days
R A Miller	$178,969.60	NO BID	$768,794.00
	Bid Bond - Yes 90 Days		Bid Bond - Yes 150 Days
A-1 Concrete Leveling	NO BID	$2,925.00	NO BID
		Bid Bond - Yes 30 Days	

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE 2021 SIDEWALK PROGRAM AND THE CONCRETE PORTION OF THE 2021 STREET PROGRAM.

WHEREAS, City Council previously authorized the Resolution of Necessity for the 2021 Sidewalk Program under Resolution No. 2020-R-6898 and secured of sidewalk bids under Resolution No. 2021-R-6966; and

WHEREAS, construction bids were received by the City on March 5, 2021; and

WHEREAS, it is important that this project be performed in a timely manner to complete the 2021 Sidewalk Program in an expeditious manner.

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

Section 1. The City Manager is hereby authorized to enter into a contract for Section A: Replacement Concrete, Sidewalks and Aprons of the bid with Multi-Task Construction, as the lowest and best bidder, at a cost not to exceed $120,000.00 on the terms and conditions as substantially set forth in the bid.

Section 2. The City Manager is hereby authorized to enter into a contract for Section B: Sidewalk Blocks Raised of the bid with A-1 Concrete Leveling, as the lowest and best bidder, at a cost not to exceed $3,500.00 on the terms and conditions as substantially set forth in the bid.

Section 3. The City Manager is hereby authorized to enter into a contract for Section C: Concrete Portion of 2021 Street Program of the bid with Multi-Task Construction, as the lowest and best bidder, at a cost not to exceed $780,000.00 on the terms and conditions as substantially set forth in the bid.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

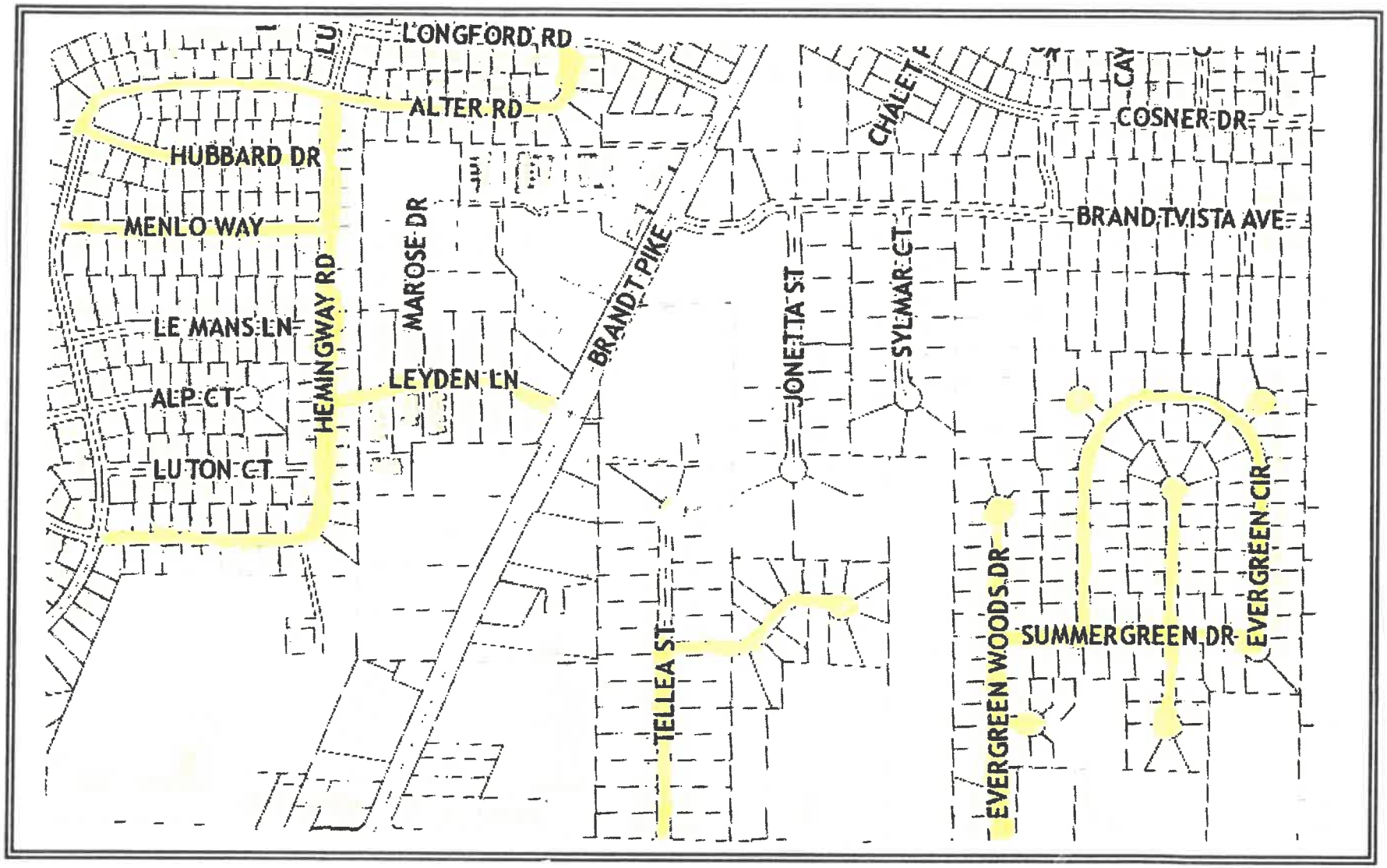
Passed by Council on the _____ day of _____, 2021;
_____Yeas; _____Nays.

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date



Project Location Map
2021 SIDEWALK PROGRAM

Huber Heights, Ohio

AI-7490 **Topics of Discussion** G.

Council Work Session

Meeting Date: 03/16/2021

Wellfield Study - Award Contracts

Submitted By: Hanane Eisentraut

Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	03/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Wellfield Study - Award Contracts

Purpose and Background

This legislation will allow the City Manager to hire Wood Environment & Infrastructure Solutions, Inc. to conduct a wellfield study that was requested by Ohio EPA, to evaluate Well No. 6 at the Rip Rap Road Water Treatment Plant at a cost not to exceed $80,000. This legislation will also allow the City Manager to hire National Water Services to supply, install, and remove testing equipment needed for the study at a cost not to exceed $20,000.00. The Water Fund will be utilized for this study.

Fiscal Impact

Source of Funds:	Water Fund
Cost:	$100,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR CONDUCTING A WELLFIELD STUDY AT THE RIP RAP ROAD WATER TREATMENT PLANT.

WHEREAS, the wellfield study was requested by Ohio EPA to evaluate well No. 6; and

WHEREAS, Wood Environment & Infrastructure Solutions Inc. has successfully performed many environmental services for the City at the Rip Rap Road Water Treatment Plant; and

WHEREAS, the wellfield study includes pumping test, which requires pumping water from well No. 6 and discharged into the river; and

WHEREAS, National Water Services can supply, install, and remove testing equipment; and

WHEREAS, sufficient funds are available to conduct the wellfield study.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Wood Environment & Infrastructure Solutions Inc. for conducting wellfield study at a cost not to exceed $80,000.00.

Section 2. The City Manager is hereby authorized to enter into a contract with National Water Services to supply, install, and remove testing equipment at a cost not to exceed $20,000.00.

Section 3. Consistent with the provisions of the City Charter of Huber Heights and the Huber Heights Codified Ordinances, the competitive bidding requirement is hereby waived.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of Ohio Revised Code.

Section 5. 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-7482 **Topics of Discussion** **H.**

Council Work Session

Meeting Date: 03/16/2021

Southpointe Crossing - DogTown Development Agreement

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/16/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Southpointe Crossing - DogTown Development Agreement

Purpose and Background

The City has negotiated a Development Agreement with DogTown (previously Sit, Stay, & Play) to construct and operate a new facility to stimulate economic development at Southpoint Crossing.

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

Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of March 8th 2021 (the "Effective Date"), among the **CITY OF HUBER HEIGHTS, OHIO**, an Ohio municipal corporation (the **"CITY"**), and **DOGTOWN HUBER HEIGHTS LLC**, an Ohio limited liability company ("**DTH**"), (individually, "Party" and collectively, the "Parties"), under the following terms and conditions:

RECITALS

A. The CITY owns the parcel of real property containing approximately 1.77 acres having Parcel ID of P70 03912 0092 which is part of the Transformational Economic Development (TED2) program (the "Property"). The parcel is illustrated in Exhibit A to this Agreement.

B. The CITY also owns adjacent real estate located at 6121 Brandt Pike, Huber Heights, Ohio 45424 (the "Sit Stay and Play Parcel").

C. DTH is a high quality, kennel-free doggie daycare and boarding business that has purchased the Sit Stay Play business and is currently leasing the Sit Stay Play Parcel from the City.

D. The Parties desire to work together to develop the Property to enhance and promote the vibrancy of the Brandt Pike corridor area with a newly constructed, high quality kennel-free doggie daycare and boarding business to replace the existing Sit Stay and Play doggie daycare business (the "Project"), which Project will be located on approximately 1+/- acre of the Property (the "Project Site") as further illustrated on Exhibit A.

E. DTH will plan and construct the Project according to detail development plans for a final development plan under Huber Heights City Ordinances chapter 1171 as approved by the CITY.

F. In order to induce DTH to undertake the Project, the CITY is willing to offer certain incentives according to the terms of this Agreement.

G. The Parties believe that the development of the Project Site with the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the best interests of the CITY and the health, safety, morals and welfare of its residents, the elimination of blight and prevention of recurrence of blight and for the creation and preservation of jobs and employment opportunities, and to improve the welfare of the people of the CITY.

NOW THEREFORE, in consideration of the mutual promises, warranties, representations, agreements and undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I
DTH OPTION TO PURCHASE

1.01 OPTION TO PURCHASE PROJECT SITE. The CITY grants to DTH an exclusive option to purchase the Project Site from the CITY (the "Option") on the terms and conditions in this Agreement. The option price shall be $1.00 (the "Option Price"), and the term of the Option shall commence upon the date of this Agreement and expire on June 1, 2021 (the "Option Term"). Notwithstanding anything to the contrary, the Option may only be exercised upon the satisfaction of the Option Conditions (defined below) and upon DTH'S proper exercise of the Option in accordance with this Agreement.

1.02 OPTION CONDITIONS. DTH shall have no right to exercise the Option unless and until all of the following conditions ("Initial Conditions") are satisfied or otherwise waived in a writing signed by the City Manager:

(1) The CITY shall have received and approved the Plans in accordance with the terms of Article II hereof.

(2) DTH shall create and deliver to CITY a preliminary construction budget.

(3) There shall exist no breach or default under this Agreement, the lease for the Sit Stay and Play Parcel or any other agreement between DTH or its affiliates and the CITY.

(4) The parties hereto have (i) assigned the existing lease or (ii) entered into a new lease for the Sit Stay and Play premises for the rent as stated in the existing lease of $4500 per month.

If any of the Initial Conditions are not satisfied on or before the expiration of the Option Term, the CITY thereafter may terminate this Agreement by written notice to DTH, and upon termination, each party shall be released from all further obligations under this Agreement.

If (i) the Project Site has yet to be platted as a stand-alone lot by the expiration of the Option Term, and (ii) all structures on the Project Site have not been razed by the City, by June 1, 2021, such Option Term shall automatically be extended until five (5) days after the later of the recording of the record plan creating the Project Site or the razing of the structure. In addition to the extension of the Option Term, all other date specific deadlines shall also be extended by the same number of days as the Option Term.

1.03 EXERCISE OF PURCHASE OPTION: To exercise the Option, DTH must give CITY written notice of exercise before the expiration of the Option Term, and the closing will be within thirty (30) days after such notice is given to the CITY, unless otherwise agreed by the Parties. If DTH fails to exercise the Option by the expiration of the Option Term, or if DTH timely exercises the Option but fails to close within thirty (30) days as a result of its own action or inaction, or such other period as agreed to by the CITY, the Option will be void.

1.04 CLOSING. At the closing, the CITY shall deliver to DTH an executed and recordable statutory form Limited Warranty Deed (the "Deed") conveying to DTH the Project Site

for $1.00. The Project site may contain reasonable easements for utilities to other parcels on the Property and an easement regarding ingress and egress to adjacent City property to and from Fishburg Road provided such easements shall not prevent the development of the Project on the Project Site by DTH. The Project Site shall contain an easement for ingress and egress to Brandt Pike. All utility charges and fees, trash removal and other services shall be prorated as of the date of Closing. Any real estate taxes and assessments, which become due and payable after the closing, shall be prorated between the parties in accordance with the custom in Montgomery County, Ohio. DTH shall pay, if any, all transfer and conveyance fees and recording fees by reason of the conveyances contemplated by this Agreement. DTH shall be responsible for, and pay when due, all existing taxes and special assessments attributable to the Project Site following the closing. In the event the Project Site is not a stand-alone tax parcel separately billed by Montgomery County, City shall pay the taxes when due and DTH shall pay its prorated portion based the acreage of land of the Project Site to the acreage of land of the mother parcel using land values only.

ARTICLE II
OBLIGATIONS, COVENANTS, WARRANTIES AND REPRESENTATIONS OF DTH

2.01 PROJECT DESCRIPTION. DTH shall plan, coordinate, and have constructed a minimum of a 5,000 square foot high-quality kennel-free doggie daycare and boarding facility with a visually appealing exterior façade and landscaping, determined by the City, to support the City's redevelopment effort of the Brandt Pike Corridor situated on the Project Site (the "Building"). The Parties envision a Project as described and more fully illustrated as Exhibit B attached hereto.

2.02 PROPOSED REDEVELOPMENT PLANS. DTH shall create and deliver to the CITY Schematic Architectural Plans ("Preliminary Plans"), including floor plans, elevations and a preliminary construction budget, consistent with the Project Description described in Section 2.01 within 30 days of this Agreement.

2.03 CITY APPROVAL OF PRELIMINARY PLANS.

(a) Approval of Preliminary Plans. The CITY shall have a period of fifteen (15) days after the date of delivery of the Preliminary Plans described in Section 2.02 above, in which to review the Preliminary Plans and make any comments or recommendations thereto to DTH. The CITY and DTH shall negotiate in good faith to reach final agreement with respect to the Preliminary Plans. Upon approval of the Preliminary Plans, such Preliminary Plans will become a part of this Agreement and be incorporated herein (the Preliminary Plans, as approved by the CITY, are referred to as the "Plans"). Once the Plans are approved by the Parties, DTH shall have the duty to pursue the Plans in good faith which include preparing and having the Plans approved by the Huber Heights Planning Commission/City Council as basic development and final PUD detailed development Plans.

(b) Failure to Approve. If the Parties cannot agree upon the Preliminary Plans within fifteen (15) days after delivery by DTH to the CITY of the Preliminary Plans, either of the Parties may give written notice to the other and terminate this Agreement with no further obligations, rights or duties under this Agreement.

2.04 DTH RESPONSIBILITIES. Upon approval of the final PUD detailed development plans by the CITY, DTH shall undertake to perform the balance of its obligations under this Agreement, which obligations include, but are not limited to, the responsibility to undertake the following:

(a) DTH shall start construction of the Project as soon as practical after receipt of the approval of the Plans by the CITY and continue construction in a diligent manner so as to achieve substantial completion by December 31, 2022, which date may be extended to March 31, 2023 as long as DTH is not causing unreasonable delays by its own conduct and is otherwise making a good faith effort to complete the Project. For the purposes of this Agreement, "substantial completion" shall mean the issuance of a temporary or final Certificate of Occupancy for the Project. Time is of the essence with respect to DTH'S obligations. DTH shall obtain all required permits and approvals required in connection with the Project. DTH shall perform all work under the Plans (the "Work") and shall cause all of its contractors and subcontractors to perform all Work in accordance with the Plans and in a good and workman like manner, using quality materials and workmanship. All Work shall be in compliance with all building, zoning, subdivision, environmental, ecological and other governmental codes, statutes, ordinances, regulations, orders, permits, approvals and similar requirements applicable thereto. The CITY (by itself or through an architect or engineer hired by the CITY) shall have the right, but not the duty, to inspect the Work in its discretion. Inspection fees shall be included in permit fees. Failure to inspect the Work shall not constitute a waiver of any of CITY's rights. Inspection shall not constitute a representation by CITY that there has been or will be compliance with the Plans or that the Work is free from defective materials or workmanship.

(b) DTH (or DTH'S GENERAL CONTRACTOR) shall keep, at its expense, all insurable property, real and personal, insured with responsible insurance companies approved by CITY against loss or damage by hazards or liabilities as are commonly insured against by companies operating the same or comparable businesses and otherwise on terms acceptable to the CITY, including, during all periods of construction, applicable builder's risk insurance.

(c) DTH shall oversee the overall development of the Project.

(e) DTH shall obtain adequate public and private utility services for the Project Site. Prior to Closing, the City shall ensure that water and sewer are within a reasonable distance of the property line of the Project. City will provide reasonable utilities easements on adjacent land to serve the Project.

(f) CITY hereby consents to DTH salvaging any or all of four (4) roof-mounted HVAC units on the building located on the Sit Stay and Play Parcel. CITY shall provide DTH not less than thirty (30) days written notice of its demolition schedule for the Sit Stay and Play building in order for DTH to determine which, if any, HVAC units it intends to salvage. DTH will provide CITY with a written notice of which HVAC units, if any, it intends to salvage. DTH shall be responsible for the cost of salvaging any HVAC unit it intends to use together with the cost of storing said HVAC unit(s) until they are installed in the new DTH Building. DTH understands and agrees that storage of any of the HVAC units it determines to salvage shall be at a location other than the Sit Stay and Play Parcel.

2.05 COORDINATION OF TASKS AND DEVELOPMENT OF SURROUNDING BUILDINGS. The Parties shall make their best efforts to coordinate the tasks of due diligence, development of the Plans, site preparation, any demolition activities, the creation of staging areas and the like, so as to achieve a cohesive plan that minimizes site development expenses and maximizes the opportunity for development. The Parties agree to grant certain access easements, trash dumpster sharing and other agreements to allow for the development of the surrounding buildings within the TED2 Area, maintain access for existing Sit, Stay and Play customers and minimize, to the greatest extent possible, interference with the construction process. CITY agrees to permit DTH to erect one temporary sign on Brandt Pike during construction and for a period of thirty (30) days following the opening of the Project advising that Sit Stay and Play/DTH remains open during construction, and, following completion, of the new location. Said signage shall comply with all applicable sign ordinances.

2.06 LEGAL EXISTENCE. DTH is presently: (a) an Ohio limited liability company organized, existing, and in good standing under the laws of the State of Ohio; and (b) in good standing and qualified to do business in every other jurisdiction in which good standing and qualification are, or will at such time be, necessary. The person signing this Agreement on behalf of DTH has the authority to execute, deliver and bind such Parties to this Agreement.

ARTICLE III
OBLIGATIONS, COVENANTS, WARRANTIES AND REPRESENTATIONS OF THE CITY

3.01 TITLE TO PROJECT SITE. The CITY shall hold title to the Project Site until the closing as contemplated in Section 1.04 of this Agreement.

3.02 CITY RESPONSIBILITIES: Upon approval of the Plans by the CITY, the CITY shall undertake to perform the balance of its obligations under this Agreement, which obligations include, but are not limited to, the responsibility to undertake the following:

(a) The CITY shall provide a recorded plat of the Project site to be approximately 0.8 to 1.0 acres generally consistent with the Project Description described in Section 2.01

(b) The CITY staff shall support planning approval applications of DTH for the components of the Project shown on the Plans.

(c) The CITY shall confirm that the Project Site is properly zoned, and permitted subject to final development approval as necessary for DTH to operate its business as described to CITY, in order, to permit the Project consistent with the Project Description in Section 2.01 of this Agreement.

(d) The City and DTH shall enter in good faith into a CRA Agreement. No payments in lieu of taxes payments under the CRA Agreement shall exceed the property tax payments that would otherwise be payable by DTH

(e) The City shall take steps to place the Project Site in a TIF District. Once the Project Site is in a TIF District, DTH shall execute a DTE 24 form as owner of the property to subject the property to TIF payments in lieu of taxes, provided such TIF payments shall not exceed the amount of property taxes that would otherwise be paid by DTH.

(f) The City shall demo the existing structure on the Project Site

ARTICLE IV
DISCOUNTED RENT AND INCENTIVE GRANT

4.01 DISCOUNTED RENT AND INCENTIVE GRANT:

(a) Incentive Grant: Subject to approval by CITY Council and the satisfaction of the Initial Conditions set forth above and the Final Grant Conditions below, City shall pay an Incentive Grant of $50,000.00 to DTH.

(b) Discounted Rent: The CITY shall lease the existing Sit Stay Play facility to DTH for One Dollar ($1.00) after completion of the Initial Conditions. The lease will be absolute triple net meaning DTH is responsible for any and all expenses, including but not limited to, utilities, maintenance, repairs, taxes, insurance and all other costs associated with the existing Sit Stay Play facility. The Sit Stay & Play property shall be delivered AS IS WHERE IS. CITY further agrees that neither City nor DTH shall not be responsible for any type of structural repair during its occupation of the Sit Stay and Play facility. The discounted lease shall begin on the first day of the month immediately following the Closing of the Project Site and shall continue until the earlier of the completion of the construction of the new Building or 12 months from the date of Closing.

4.02. FINAL GRANT CONDITION: Prior to any issuance of the Incentive Grant all of the following conditions must be satisfied or waived by the City Manager in writing:

(a) The CITY shall have received verification to its reasonable satisfaction from DTH, its architects or construction engineer, that construction of the Project has been substantially completed in accordance with the Plans and that the Project can be lawfully occupied and the CITY has received a copy of an unconditional Certificate(s) of Occupancy prior to December 31, 2022.

(b) There shall exist no uncured breach or default under this Agreement or any other agreement between DTH or its affiliates and the CITY including the lease to the Sit Stay and Play Parcel.

4.03 INSPECTIONS: If the CITY so elects, verification of the monthly progress and costs of construction which have been incurred by DTH from time to time, the estimated total costs of the Project, and the source of funds for payment of such costs shall be conclusively determined by a construction inspector or architect selected by the CITY. Notwithstanding anything to the

contrary, all costs are also subject to verification by the CITY from time to time and shall be evidenced by receipted bills for work performed or materials provided or other evidence satisfactory to the CITY. The CITY shall have the right, but not the duty, to inspect the Work in its discretion. The Work shall be reasonably satisfactory to the CITY. Failure to inspect the Work shall not constitute a waiver of any of the CITY'S rights. Inspection shall not constitute a representation by the CITY that there has been or will be compliance with the Plans or that the Work is free from defective materials or workmanship.

4.04 INDEMNITY OF THE CITY. If restricted funds are at any time authorized for use by DTH, said funds shall be used only in accordance with the limitations governing such funds, and if any funds are used by DTH for a purpose not permitted by the funding source, DTH shall reimburse and indemnify the CITY to that extent. At the request of the CITY, and upon such terms as the Parties shall agree, DTH shall assume primary responsibility and liability under any grants or funding sources made available to the DTH for the Project. DTH shall present timely financial reports concerning expenditures of any funds authorized for its use.

4.05 PROJECT MANAGEMENT EXPENSES. DTH shall be responsible for its own master planning and project management expenses incurred during its performance of the Project, including its due diligence expenses for all portions of the development, except that the City has agreed to provide certain conditional funding as stated in Section 4.01 of this Agreement.

ARTICLE V
SECURITY FOR COMPLETION: CITY PURCHASE OPTION

5.01 CITY PURCHASE OPTION. Upon the closing under section 1.04 and prior to any other liens being placed on the Project Site DTH shall grant to CITY two exclusive options to purchase the Project Site from the DTH (the "City Option")

(a) The first option shall have an option to purchase the Project Site for the price of $1.00 (the "City Option Price A"). The term of the Option A shall commence upon the date the CITY conveys to the DTH the Project Site ("Closing") described in Section 1.04 and expire January 31, 2022 (the "City Option Term A"). Notwithstanding anything to the contrary, Option A may only be exercised if actual physical site construction of the Project has NOT been started December 31, 2021.

(b) The second option shall have an option to purchase the Project Site for the price of $1.00 (the "City Option Price B"). The term of the Option shall commence upon the ending date of City Option Term A and expire 360 days after the expiration of City Option Term A (the "City Option Term B"). Notwithstanding anything to the contrary, the City Option B may only be exercised if construction of the Project has NOT been substantially completed as agreed upon by the parties under section 2.04.

ARTICLE VI
MISCELLANEOUS

6.01 PLANNING APPROVALS AND PRIVATE DESIGN CONTROLS. DTH supports the CITY's efforts to foster high quality development through zoning and other land use regulations. Due to the unique attributes of the Project Site, the CITY and the DTH agree that the Plans shall reflect the desire to create high-quality architectural attributes and achieve compatibility of the Project Site with the surrounding planned development. DTH and the CITY may determine that DTH should develop mutually agreeable design standards for the Project Site. If developed and approved by the CITY, DTH shall record the design standards as covenants running with the land and shall provide therein, the right of the CITY to enforce the same.

6.02 PARTIES BOUND. This Agreement shall be binding by its terms upon and inure to the benefit of the Parties and their respective successors and assigns when permitted by this Agreement. Upon request, each Party shall provide appropriate opinions of counsel and resolutions of authority.

6.03 HEADINGS. The table of contents and the headings of the several articles and sections contained in this Agreement are for convenience only and do not define, limit or construe the contents of such articles or sections.

6.04 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Ohio.

6.05 FORCE MAJEURE. Neither the CITY nor DTH shall be required to perform any term, condition or covenant in this Agreement so long as such performance is prevented by any cause not reasonably within the control of that Party and which by the exercise of due diligence that Party is unable, wholly or in part, to prevent or overcome.

6.06 RIGHT OF INSPECTION. At all reasonable times and upon reasonable notice, DTH shall allow any duly authorized representative of the CITY to visit and inspect the Project Site and, as it relates to the publicly funded portion of the Project, to examine and make copies of and from its books of record and account, and to discuss its affairs, finances, and accounts with its officers, and shall furnish to the CITY any information regarding its business affairs and financial condition within a reasonable time after receipt of written request therefore, as it relates to the publicly funded portions of the Project.

6.07 INDEMNIFICATION.

DTH hereby releases and agrees that the CITY shall not be liable for, and DTH hereby indemnifies, defends and holds the CITY harmless from and against all liabilities, claims, costs and expenses, including attorney fees, imposed upon, or incurred by the CITY on account of: (i) any loss or damage to Project Site or injury to or death of or loss by any person that may be occasioned by the act or negligent failure to act of DTH or any of its agents, contractors, subcontractors or employees to the extent that so long as such loss or damage was not caused by any act or negligent failure to act on the part of the CITY or any of its agents, employees or contractors; (ii) any failure by DTH to comply with the provisions of Chapter 4123 of the Ohio

Revised Code (Workers Compensation), (iii) any failure of DTH to comply with, (a) any federal, state or local environmental laws, regulations, rules or ordinances, (ii) any violation of any environmental laws or the existence or release of Hazardous Substances not caused by an act or negligent failure to act by the CITY or any of its agents, employees or contractors. "Hazardous Substances" means hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as revised, Public Law 96-510, 94 Stat. 2767 and rules adopted thereunder, toxic or infectious substances, or petroleum or petroleum-based substances.

6.08 NOTICES. Any notice or other communications required or permitted hereunder shall be in writing and will be deemed sufficiently given if: (a) delivered personally; (b) sent by registered or certified U.S. Mail, return receipt requested, postage prepaid; (c) sent by a national overnight delivery service (e.g. Federal Express); or (d) sent by facsimile, provide that confirmation of facsimile is sent by regular or other reasonable means, in each instance addressed, sent for delivery or delivered personally as follows:

If to **DTH**:

Megan Prather

meg@dogtowncincinnati.com

With Copy To:

Thomas M. Woebkenberg
Wood + Lamping
600 Vine Street, Suite 2500
Cincinnati, OH 45202-2491
Fax: (513) 419-6444
Email: tmw@woodlamping.com

If to **CITY:**

Robert Schommer, City Manager
City of Huber Heights
6131 Taylorsville Road
Huber Heights, OH 45424
Email: RSchommer@hhoh.org

With Copy To:

Gerald L. McDonald
Pickrel Schaeffer & Ebeling
40 N. Main Street
2700 Stratacache Tower
Dayton, Ohio 45423
Email: GMcDonald@pselaw.com

Or such other address, or to the attention of such other person, as will be furnished by like notice to the other Party. Any such notice or communication personally delivered or sent by facsimile or email will be deemed to have been given when received, and any such notice or communication sent by U.S. Mail will be deemed to have been given on the earlier of the actual date of receipt or three (3) days after the date of duly sending same, and any such notice or communication delivered by overnight courier will be deemed delivered the day after deposit with such courier, provided such deposit was made in time, in accordance with terms of such courier, for such courier to make delivery the following day, and otherwise the date the courier was to have made delivery in accordance with its terms.

6.9 ENTIRE AGREEMENT. This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between all of the Parties respecting the within subject matter. The Parties and their respective employees and agents have made no representations or promises with respect to this Agreement except as expressly set forth herein. The terms and conditions of this Agreement shall not be waived or modified without the written consent of all the Parties, which shall be in the form of an amendment to this Agreement. Time is of the essence in this Agreement.

6.10 SEVERABILITY. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That validity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. In the event any provisions of any of the exhibits hereto are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern and supersede the inconsistent term in the exhibit.

6.11 EVENTS OF DEFAULT/REMEDIES OF CITY. Any one or more of the following, if not cured within any applicable cure period, shall constitute a default hereunder:

(a) Default by DTH in the punctual performance of any obligations under this Agreement, including but not limited to the failure of DTH to construct and complete the Project in accordance with the Plans following receipt of written notice from CITY identifying the specific issue CITY believes has been breached and a period of thirty (30) days to cure such issue; and

(b) The transfer, sale or assignment of the Project or any portion thereof by DTH without the prior consent of CITY. Or the transfer of more than 50% of the ownership interest in DTH.

(c) Suspension by DTH of the operation of its present business, or the insolvency of DTH, or the inability of DTH to meet its debts as they mature, or its admission in writing to such effect, or its calling any meeting of all or any of its creditors or committing any act of bankruptcy, or the filing by DTH or any guarantor of any petition under any provision of the Bankruptcy Act, as amended, or the involuntary filing against DTH of any petition under any provision of the Bankruptcy Act, as amended, (provided, however, that DTH shall have sixty (60) days in which to cause the petition to be released or dismissed if, in CITY'S reasonable judgment, such petition is likely to be released or dismissed within such sixty (60) days), or the entry of any judgment or filing of any lien against DTH.

(d) A breach by DTH under the lease for the Sit Stay and Play premises.

In the event of a Default by DTH, the CITY, at its option, may, but shall not be obligated to, exercise any one or more of the following remedies following the termination of all applicable notice and cure periods:

(1) The CITY may terminate or suspend any obligations to disburse Incentive Grants; and/or

(2) The CITY may terminate Discounted Rent and market rent shall apply; and/or

(3) The CITY may enforce, or avail itself of, any other remedies available to it at law or in equity.

6.12 EVENTS OF DEFAULT/REMEDIES OF DTH. Any one or more of the following, if not cured within any applicable cure period, shall constitute a default hereunder:

(a) CITY interfering with or preventing DTH from conducting its business in an ordinary and routine manner at the Sit Stay and Play facility provided DTH is in compliance with applicable laws.

(b) CITY interfering with, delaying or preventing DTH from constructing its new facility on the Project Site.

In the event of a Default by CITY, DTH at its option, may, but shall not be obligated to, exercise any one or more of the following remedies following the termination of all applicable notice and cure periods:

(1) DTH may terminate the lease agreement for the Sit Stay and Play facility; and/or

(2) DTH may exercise any other remedies it may have available as a result of the CITY breach, whether at law or in equity, including, without limitation, termination of the Development Agreement.

All powers and remedies given by Section 6.11 and 6.12 shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available under applicable law to enforce the performance or observance of the covenants and agreements contained in this Agreement. No delay or omission to exercise any right or power accruing upon the occurrence of any breach or default shall constitute a waiver of any subsequent breach or default or impair any rights or remedies consequent thereto. Every power and remedy given may be exercised from time to time and as often as may be deemed necessary and such powers and remedies may be exercised simultaneously. Notwithstanding anything to the contrary, any termination of this Agreement by either the CITY or DTH in connection with a default hereunder shall not release the defaulting party from its obligations arising or accruing under this Agreement before the termination.

6.13 NEEDED APPROVALS. Development of the Project pursuant to this Agreement will require many approvals to be obtained by DTH. These approvals will include many levels of government as well as private sector agreements. Some of these agreements relate to funding, while others do not. While the CITY agrees to use good faith efforts to help DTH achieve these approvals, many approvals are not within the control of the Parties to this Agreement. DTH agrees to use good faith efforts to achieve commercially reasonable results when seeking these approvals. If circumstances develop where necessary approvals are not achieved despite the efforts of the Parties, the Parties agree to amend this Agreement and/or the Plans to reasonably accommodate

goals which may be achieved despite these setbacks, to maximize the overall anticipated outstanding improvement of this vital part of the CITY.

6.14 ASSIGNMENT. This Agreement shall not be assigned by DTH to unrelated parties without the prior approval of the CITY, which approval shall not be in City's sole and absolute discretion.

6.15 COUNCIL APPROVAL. This agreement shall not be binding on CITY until approved by the Huber Heights City Council.

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF HUBER HEIGHTS, OHIO

By: _____
Robert Schommer, City Manager
Signature expressly subject to Passage
Of a Valid Ordinance by Huber Heights City Council

DOGTOWN HUBER HEIGHTS LLC

By: _____
Megan Prather, Sole Member

EXHIBIT A

Description of Property and Project Site



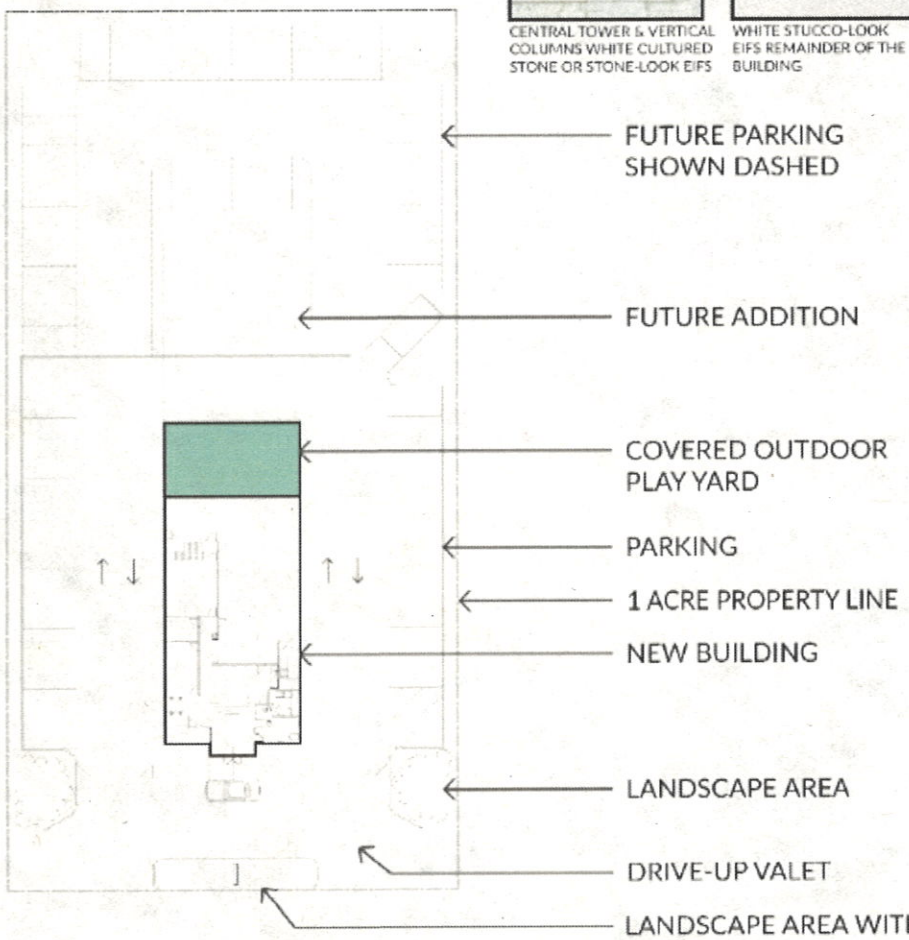
EXHIBIT B

PROPOSAL - DOGTOWN HUBER HEIGHTS



CENTRAL TOWER & VERTICAL COLUMNS WHITE CULTURED STONE OR STONE-LOOK EIFS

WHITE STUCCO-LOOK EIFS REMAINDER OF THE BUILDING



SITE PLAN

DOGTOWN

THEODORE JOHANSON

AI-7497 **Topics of Discussion** **I.**

Council Work Session

Meeting Date: 03/16/2021

Culture and Diversity Citizens Action Commission Recommendations

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 02/16/2021 and 03/02/2021 and 03/16/2021

Audio-Visual Needs: None

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Culture and Diversity Citizens Action Commission Recommendations

Purpose and Background

This agenda item is a follow-up discussion on the Culture and Diversity Citizens Action Commission Recommendations (see attached).

The legislation establishing the Culture and Diversity Citizens Action Commission has been provided for background information (see attached).

The City Council also requested feedback and information on a draft resolution denouncing racism from the Culture and Diversity Citizens Action Commission for discussion at this meeting (see attached).

The former City Manager had developed a draft resolution denouncing racism for discussion purposes (see attached).

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
Resolution No. 2020-R-6884
Racism Resolution Information - Part 1
Racism Resolution Information - Part 2
Draft Resolution - City Manager

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

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2020-R-6884

ESTABLISHING THE CITY OF HUBER HEIGHTS CULTURE AND DIVERSITY CITIZEN ACTION COMMISSION AND ADDING A NEW CHAPTER 171 TO PART ONE – ADMINISTRATIVE CODE, PART FIVE – ADMINISTRATIVE OF THE CODIFIED ORDINANCES OF HUBER HEIGHTS.

WHEREAS, the City of Huber Heights has a diverse population which enhances the sense of community and the cultural experiences of all residents; and

WHEREAS, in order to build unity and strength in the community it is critical to understand and celebrate the cultural and other differences among community members; and

WHEREAS, the City of Huber Heights desires to ensure all civic, governmental and community activities and services are done without bias or discrimination; and

WHEREAS, the City of Huber Heights wants to ensure that every citizen's human and civil rights are protected to defeat discrimination, racism and bias

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

Section 1. A new Chapter 171 titled "Culture and Diversity Citizen Action Commission" is hereby created and added to Part One, Title Five of the Codified Ordinances of Huber Heights which shall read as follows:

171.01 CREATION.
There is hereby established in and for the City a Commission to be known as the Huber Heights Culture and Diversity Citizen Action Commission (hereinafter "Commission").

171.02 PURPOSE.
It is the purpose of the Commission to act in an advisory capacity to City Council and the City Manager to promote equal opportunity and full exercise of civil rights for all persons without discrimination because of race, ethnicity, color or national origin to combat discrimination, racism and other biases through education, mediation, policy, legislation and complaint review/resolution. The Commission will also engage in such activities as may be referred by the City Council.

171.03 DUTIES AND RESPONSIBILITIES.
The Commission shall be responsible to make recommendations to City Council and the City Manager that minimize the effects of civil rights conflicts and promote an appreciation of diversity within the city. To meet these goals, the Commission shall provide a variety of services, education and cultural programs that promote global thinking, encourage civil and human rights awareness, and reflect the rich diversity found in the city. Services and programs may include diversity and inclusion training, topical forums, voter education and registration, and community celebration. The Commission may also serve as a review/advisory panel for investigations and complaint resolution for bias based issues brought about within the community or City government.

171.04 MEMBERS, TERMS AND VACANCIES.
(A) Members: The Commission shall consist of no fewer than three (3) and no more than nine (9) voting members of the Commission appointed by City Council in accordance to Article IX of the Huber Heights Charter. Membership should be balanced to reflect the culture and diversity of the community as well as being able to provide in-depth knowledge of community issues that create discrimination and the ability to address and resolve them. Additional ex officio members may be appointed by either City Council or by the established Commission as needed. For ex officio members, residency in the City is not a requirement; however, in considering such appointment for

the individual's residence or business/organizational ties to the community or expertise will be taken into consideration. Members shall serve without any compensation.

(B) Terms: With exception to the first appointment, each member of the Commission shall be appointed and serve a three (3) year term, with the term expiring on December 31 of each year. The initial members shall be appointed for staggered terms of one, two, or three years.

(C) Vacancies: Vacancies shall be filled by a majority vote of the members of Council then holding office for the unexpired term of office.

171.05 ORGANIZATION AND QUORUM.
As permitted by Article IX of the Huber Heights Charter appointments may be made by concurrence of the majority of Council then in office. Thereafter, at the first commission meeting each calendar year, the commission shall elect a Chairperson, Vice Chairperson and appoint a Secretary. The Commission may select other officers as deemed necessary by the Commission. The Chairperson shall preside at meetings of the Commission. The Vice Chairperson shall, when the Chairperson is absent, perform the duties of the Chairperson. A simple majority of the currently appointed members of the Commission shall be necessary to constitute a quorum and conduct business at any Commission meeting.

171.06 MEETINGS.
The Commission shall meet at a regular place and time as determined by resolution of the Commission at the first meeting of each calendar year. All meetings of the Commission shall follow the requirements of Ohio Open Meetings Law to allow and promote public participation in the deliberations and decisions of the Commission. The Commission shall keep minutes and other appropriate written records of its resolutions, proceedings and actions in accordance to Ohio Open Meeting and Public Records Laws, and the policies, ordinances and laws of the City of Huber Heights.

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 taken in meetings open to the public and in conformance 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 22nd day of June, 2020;
8 Yeas; 0 Nays.

Effective Date: June 22, 2020

AUTHENTICATION:

Anthony C Rodgers
Clerk of Council

6-23-20
Date

Presiding Officer

6/25/20
Date

From: Yolanda Stephens <ycstephens2@gmail.com>
Sent: Friday, March 12, 2021 9:44 AM
To: Rodgers, Anthony <ARodgers@hhoh.org>
Subject: Fwd: Resolution

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

Tony,

Attached is the PowerPoint which includes the references to the resolutions.

Here are the resolutions:

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

Info on Oakwood coalition
https://oakwoodohio.gov/city-council-recognizes-oakwood-inclusion-coalition/

Piqua
https://piquaoh.org/download/Agendas%20-%20City%20Commission/2020_-_city_commission_agenda/SKM_C55820061115180.pdf

I also shared this additional resolution with them in an email:

http://www.lithopolis.org/wp-content/uploads/2020/08/Resolution-06-20.pdf

Yolanda Stephens

Culture & Diversity Citizen Action Commission

Presentation to Mayor Gore &
City Manager Rob Schommer
January 10, 2021

AGENDA

- Proclamation/Resolution
- Initial Benchmarking
  - Trotwood
  - Oakwood
  - Piqua
- Next Steps/Deadlines

5 Critical Key Points

- Condemn and stand against racism, discrimination, inequity
- Enforce accountability, fairness, equity, and justice in all departments within the City of Huber Heights
- Listen and learn about how to better embrace, support, and engage with people who are discriminated against
- Promote and embrace diversity, equity, inclusiveness, and justice for everyone in our community and beyond
- Understand and acknowledge that there are privileges enjoyed by the majority that others from different races, cultural groups and heritages, do not experience

Proclamation & Resolution

- The HHCDCAC would like a proclamation/resolution originating from the Mayor and City Council, proclaiming Institutional (Systemic) racism as a Public Health Emergency and acknowledging 5 critical key points (See the next slide).

Resolution R20-74

City of Trotwood, OH

- Continuing to renew it's focus on social justice and equity
- Supporting community efforts to amplify issue of racism and engage actively with racial and ethnic minority groups wherever they live in the community
- Encouraging racial equity training among all community partners, grantees, vendors, and contractors

Resolution: 1878

City of Oakwood, OH

- Foster an inclusive community through education, development of programs and projects, communication initiatives, etc.
- Established a 501c3 organization, which may engage fundraising efforts to support programming
- Coalition Membership, including eligibility to vote on OIC matters

Resolution: R-91-20, R-92-20

City of Piqua

- Assert that racism is a public health crisis that affects our whole country
- Further work to solidify alliances and partnerships with organizations that are confronting racism
- Promote equity and health through all policies approved by the city commission

Next Steps

- Initial writing of the resolution
  - Law Director
  - Mayor
  - City Council
  - City Managers
  - Culture Diversity & Citizen Action Commission (Advisory)
- Proclamation/Acknowledgement (On City Website)

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO, 2021-R-

DENOUNCING RACISM AND DISCRIMINATION AND DECLARING RACISM AND DISCRIMINATION A PUBLIC HEALTH CRISIS

WHEREAS, the City of Huber Heights recognizes racism and discrimination is detrimental to equity in a number of essential social needs including housing, economic opportunities, criminal justice, access to food and other essential items, health issues, and access to health care; and

WHEREAS, the City Council of Huber Heights is committed to creating policies and governing to ensure equity, inclusion, diversity and justice for every resident; and

WHEREAS, it is widely recognized disproportionately higher rates of chronic diseases, mortality, poverty, economic distress, and the adverse effects of health outcomes for certain minority races, especially African American persist throughout the United States; and

WHEREAS, the Public Health Dayton and Montgomery County has shown that Montgomery County's Black, Asian, Native American and other minority populations, individuals of Hispanic and other ethnicities and LGBTQ individuals have less opportunity to be healthy than other populations; and

WHEREAS, Montgomery County's minority and low-income communities and marginalized populations suffer years of productive life lost and excess burden of disease and death attributable to heart disease, cancer, diabetes, HIV/AIDS, STD's, infant mortality, and violence; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) states public health is the science of protecting and improving the health of people, entire populations and communities achieved by promoting healthy lifestyles, researching disease and injury prevention, and preventing and responding to infectious diseases; and

WHEREAS, the Public Health Dayton and Montgomery County have passed resolutions to adopt a Health Equity in All Policies approach to improve population health in Montgomery County, and declaring racism and discrimination a public health crisis

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

Section 1. The City Council of Huber Heights hereby denounces racism and discrimination and declares racism and discrimination a public health crisis.

Section 2. The City Council of Huber Heights hereby supports policies to focus on progressing community information and education to combat racism and discrimination, promoting equity and social justice, promoting equity in health-related issues, equity in criminal justice, and equity in all aspects of local governing to promote inclusion, equity and to dismantle racism.

Section 3. The City Council of Huber Heights will continue to work with partner organizations to confront and combat racism and discrimination and to encourage all local, state and federal levels to advance and promote the health and well-being and equal treatment of all people.

Section 4. 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 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

DRAFT FROM CITY MANAGER

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

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

DRAFT FROM CITY MANAGER

AI-7495 **Topics of Discussion** **J.**

Council Work Session

Meeting Date:	03/16/2021		
City Newsletter			
Submitted By:	Karen Powell		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	03/02/2021 and 03/16/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

City Newsletter

Purpose and Background

This agenda item is for a follow up discussion regarding the City Newsletter as requested at the March 2, 2021 Council Work Session.

Fiscal Impact

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

Attachments

No file(s) attached.

AI-7498 **Topics of Discussion** **K.**

Council Work Session

Meeting Date: 03/16/2021

City Manager Search - Request For Proposals

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 03/16/2021

Audio-Visual Needs: None

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

City Manager Search - Request For Proposals

Purpose and Background

This agenda item is to discuss and define the process forward for conducting a search for the new City Manager. The City Council will determine if a Request For Proposals (RFP) will be a part of this process and to identify parameters for a RFP.

Fiscal Impact

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

Attachments

No file(s) attached.