

CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session

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

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

2. **Approval of Minutes**

   A. June 22, 2021

3. **Work Session Topics Of Discussion**

   A. City Manager Report

   B, Dial Park Improvements

   C. Emergency Notification Systems

   D. Bank Depository Agreements

   E. Supplemental Appropriations

   F. Enterprise Fleet Management Services

   G. Sanitary Sewer Repair - Different Locations - Contract Modification

H. Fire Station 25 - Emergency Traffic Signal

I. Southpoint Crossing Demolition - Phase II - Solicit Bids

J. 2021 Sidewalk Program - Ordinance Of Assessment

K. Adams Road Water Service Connection

L. Carriage Trails – Special Assessments – Sections 6-5/6-6/6-7

* Resolution Of Necessity

* Ordinance To Proceed

M. 2021 Community Development Block Grant (CDBG)/Senior Center

N. Sports Commission

4. **Adjournment**

AI-7710		**Topics of Discussion**	**B,**
Council Work Session			
Meeting Date:	07/06/2021		
Dial Park Improvements			
Submitted By:	Scott Falkowski		
Department:	City Manager		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/08/2021, 06/22/2021, and 07/06/2021
Audio-Visual Needs:	SmartBoard	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

Dial Park Improvements

Purpose and Background

City Staff will provide updated options for the Dial Park Improvements Project based on previous conversations and public input for discussion.

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-7711 **Topics of Discussion** C.

Council Work Session

Meeting Date: 07/06/2021

Emergency Notification Systems

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 07/06/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Emergency Notification Systems

Purpose and Background

Councilmember Andy Hill requested this agenda item to discuss the City's emergency notification systems for major weather events or disasters.

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-7700 **Topics of Discussion** **D.**

Council Work Session

Meeting Date: 07/06/2021

Bank Depository Agreements

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 07/06/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Bank Depository Agreements

Purpose and Background

The City is required every five years to designate banks as eligible depositories of City funds. The existing designations will expire on August 22, 2021 and the City will need to execute new five year agreements. All of the banks currently designated as eligible depositories are included in the legislation. As previously approved by City Council in 2018, all banks will be required to pledge collateral coverage of 102% on deposits of all public moneys.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

DESIGNATING PUBLIC DEPOSITORIES FOR CITY FUNDS.

WHEREAS, the City of Huber Heights is required under Chapter 135 of the Ohio Revised Code to designate depositories for City funds; and

WHEREAS, the City of Huber Heights has received applications from eight (8) institutions for the deposit of its active, inactive and interim funds; and

WHEREAS, although such public deposits are generally eligible for Federal Deposit Insurance Corporation (FDIC) insurance coverage, such coverage is limited to a maximum deposit insurance amount as described in applicable law; and

WHEREAS, pursuant to the Uniform Depository Act of Ohio ("the Depository Act") financial institutions must pledge and deposit certain security as collateral with one or more qualifying trustees for the repayment of all public moneys over and above the amount covered by FDIC coverage; and

WHEREAS, the amount of security/collateral has traditionally been at least 102% of the deposit amount; and

WHEREAS, the Depository Act was amended to allow the Treasurer of the State of Ohio ("TOS") to establish and oversee the Ohio Pooled Collateral Program ("OPCP") whereby a public depository financial institution can pledge to the TOS a single pool of eligible securities for the benefit of all public depositors at the public depository to secure payment of all uninsured public deposits at such depository; and

WHEREAS, the OPCP will permit the financial institutions to provide security/collateral for the City's deposits in an amount less than the traditional 102%; and

WHEREAS, while the City has the right to negotiate a "public unit negotiated collateral requirement" pursuant to Section 135.182 of the Ohio Revised Code and require as a condition of depositing funds in a financial institution that the collateral be higher than the minimum amount required under the OPCP, the City will likely incur additional fees charged by the financial institution for such requirement; and

WHEREAS, the financial institutions have notified the City that they intend to participate in the OPCP.

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

Section 1. The City Manager is hereby authorized, pursuant to Ohio law and the City's home rule powers, to enter into agreements with JP Morgan Chase Bank, PNC Bank National Association, KeyBank National Association, Fifth Third Bank, Huntington National Bank, U.S. Bank National Association, Civista Bank, and First Financial Bank, designating these institutions as depositories for the City of Huber Heights for the period August 23, 2021 through August 22, 2026 and requiring collateral coverage of 102% on deposits of all public moneys.

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

AI-7699 **Topics of Discussion** **E.**

Council Work Session

Meeting Date: 07/06/2021

Supplemental Appropriations

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 07/06/2021

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:

- $15,000 for a Storm Water Management Plan required by Ohio EPA. A reduction to the improvements expense account in the Storm Water Management Fund will result in no net increase to the 2021 Budget.

Fiscal Impact

Source of Funds: Stormwater Management Fund

Cost: $0.00

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 43 of Ordinance No. 2020-O-2453 is hereby amended to reflect changes in the appropriations of the 571 Storm Water Management Fund, as follows:

   a. Subsection a) Engineering, Operations and Capital increase of $15,000.00

   b. Subsection e) Non-Departmental, Capital decrease of $15,000.00

Storm Water Management Fund	$0.00

AI-7701 **Topics of Discussion** F.

Council Work Session

Meeting Date: 07/06/2021

Enterprise Fleet Management Services

Submitted By: Bryan Chodkowski

Department: Finance

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 06/22/2021 and 07/06/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Enterprise Fleet Management Services

Purpose and Background

The City maintains a light and medium duty vehicle fleet of approximately 100 vehicles. More than a third of the fleet is ten or more years old. Maintaining a fleet of this size and age facilitates higher maintenance expenses, greater fuel consumption, and operational inefficiency. Consistently budgeting capital funds to keep the fleet up-to-date can be problematic due to the size, scope, and nature of all the City's capital infrastructure/improvement considerations.

As a method of reducing maintenance expenses, lowering fuel costs, increasing operational efficiency, and minimizing demands on the City's capital improvement budget; City Staff are recommending the City enter into an open-ended master lease with Enterprise Fleet Maintenance to provide light and medium duty vehicles to the City.

The additional information requested at the June 22, 2021 Council Work Session has been provided by City Staff (see attached).

Fiscal Impact

Source of Funds: Various Funds

Cost: N/A

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

The City will utilize monies already budgeted, or which would normally be included in future budgets, to fund this program. Compared to current fleet operational expenses, this program is estimated to save the City $100,000 annually through 2031.

Attachments

Summary Information

Information - Part 1

Information - Part 2

Information - Part 3

Information - Part 4

Resolution

Exhibit A

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

TO: Scott P. Falkowski,
Interim City Manager

FROM: Bryan RH Chodkowski,
Assistant City Manager

DATE: June 3, 2021

RE: Open-Ended Lease with Enterprise Fleet Management

BLUF: The City can operate a more efficient vehicle fleet at a predictable annual expense while saving the City an estimated $1 million.

As you are aware, the City has been in discussions with Enterprise Fleet Management, Inc. regarding our vehicle fleet. Currently, the City maintains a fleet of 100 light and medium duty vehicles. 39% of our vehicles are 10 years old or older. These older vehicles represent higher maintenance expenses, increased fuel consumption, and organizational inefficiency. Additionally, acquiring vehicles through cash payment can greatly increase annual budget figures and fluctuate significantly from budget year to budget year.

Enterprise Fleet Management offers an open-ended lease program which may help address the above issues. The program covers all light and medium duty vehicles, including pursuit-rated vehicles effective this year. Unlike conventional dealer leases; this program allows the City to customize vehicles, eliminates wear & tear provisions, and provides life cycle flexibility.

Based on the fleet analysis prepared by Enterprise, the City's participation in this program could result in an average annual savings of approximately $100,000 over the next 10 years when compared to our current fleet maintenance practices. This estimated savings does not consider gains in operational efficiency. I have attached additional information about this program to this memorandum for your review.

It is my recommendation that the City partner with Enterprise through this program as a means to improve our light and medium duty vehicle fleet while reducing our on-going vehicle ownership expenses.

Should you have any questions or concerns on this matter, please do not hesitate to contact me.






enterprise

FLEET MANAGEMENT

FLEET SYNOPSIS | CITY OF HUBER HEIGHTS

City of Huber Heights
6131 Taylorsville Road.
Huber Heights, Ohio 45424

Enterprise Fleet Management, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Jeremy Baldwin
Sr. Account Executive
4600 McAuley PL #510
Cincinnati, OH 45242
513-314-9633
Jeremy.P.Baldwin@efleets.com

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FLEET SYNOPSIS | CITY OF HUBER HEIGHTS

Impact of Partnership

THE SITUATION

The City of Huber Heights is looking for a solution to better manage its aging fleet.

- 39% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take 10 years to cycle out the entire fleet at current acquisition rate.

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs can be outsourced to local businesses to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City of Huber Heights will reduce maintenance costs by 22%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 111% above Black Book values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to replace 39 of its oldest vehicles within a year and save approximately $204,214



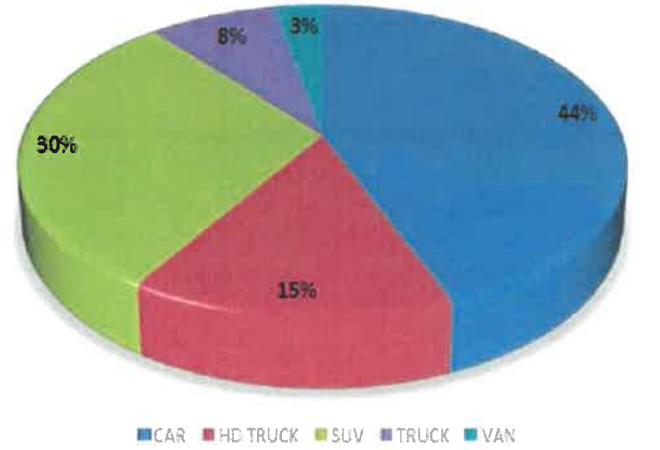
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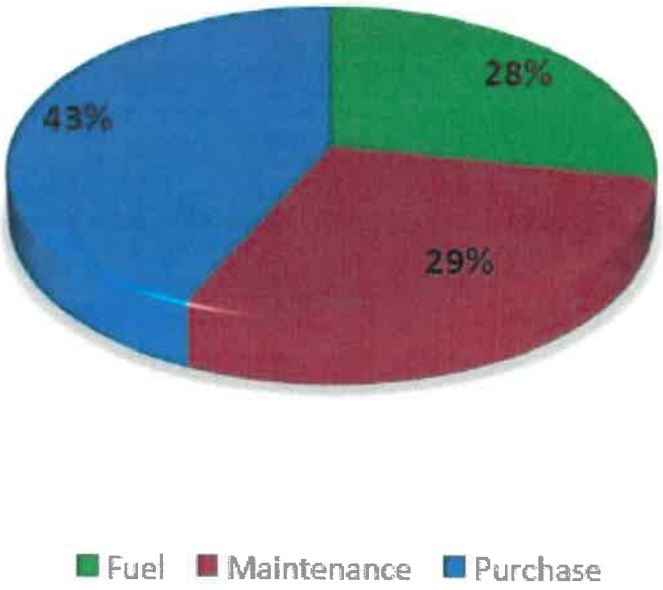
SUPPORTING EVIDENCE | CITY OF HUBER HEIGHTS

* Fiscal Year 2021 = 10 years old and older, or odometer over 100,000
* Fiscal Year 2022 = 8 years old and older, or odometer over 80,000
* Fiscal Year 2023 = 6 years old and older, or odometer over 60,000
* Fiscal Year 2024 = 4 years old and older, or odometer over 40,000
* Fiscal Year 2025 = Remaining Vehicles
* Underutilized = Annual Mileage less than 2,500

Fleet Costs Analysis

Vehicle Types





Open-End Lease Benefits: Not your Dealership Style Lease

- Unlimited Mileage
- No Abnormal Wear & tear Clauses
- Customize the Vehicle with any Aftermarket Equipment you need
- Greater Replacement Cycle with Less Cash
- Greater Flexibility of Ownership
- Flexible Life Cycle
- All Gain on Resale is yours

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REFERENCES | CITY OF HUBER HEIGHTS

CURRENT PARTNERS (regional)

- City of Monroe
- Beavercreek Township
- Miami University
- City of Sharonville
- Clermont County
- City of Xenia
- City of Miamisburg
- Central State University
- Warren County Public Health

REFERENCES

Below is a list of three client/customer references including company name, contact person, and telephone number.

Company Name: City of Monroe

Business Phone #: 513-727-8953

Contact Person: Lt. David Chasteen, Deputy Chief of Police

Company Name: City of Sharonville

Business Phone #: 513-563-1144

Contact Person: Jim Lukas- CAO

Company Name: City of Miamisburg

Business Phone #: 937-866-3303

Contact Person: Jennifer Johns, Finance Director

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SUV	Compact SUV				Hybrid	Hybrid	Mid Size SUV					Hybrid	Hybrid
	2022 Hyundai Tucson SE AWD (4740181)	2022 Nissan Rogue S AWd (4740176)	2022 Jeep Compass Sport 4x4 (4740236)	2022 Chevy Equinox LS AWD (4740220)	2022 Kia Niro LX FWD (4981003)	2022 Toyota RAV4 LE AWD (4981027)	2022 Chevy Traverse LS AWD (4740303)	2022 Dodge Durango GT (4740273)	2022 Ford Explorer XLT 4x4 (4740285)	2022 Toyota Highlander LE AWD (4740324)	2022 Hyundai Palisade SEL (4740307)	2022 Toyota Highlander Hybrid LE AWD (4981053)	2022 Kia Sorento Hybrid S FWD (4981033)
Term in Months	48	48	48	48	48	48	48	48	48	48	48	48	48
Estimated Annual Mileage	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Vehicle Price	**$ 21,487.00**	**$ 23,009.00**	**$ 23,176.00**	**$ 24,495.04**	**$ 27,090.00**	**$ 27,871.08**	**$ 28,058.89**	**$ 35,138.00**	**$ 33,467.00**	**$ 35,875.00**	**$ 34,930.00**	**$ 39,214.95**	**$ 36,468.05**
Monthly Payment	$ 368.67	$ 398.37	$ 401.76	$ 424.64	$ 496.44	$ 510.71	$ 460.38	$ 486.28	$ 635.89	$ 515.73	$ 598.64	$ 718.03	$ 667.83
Full Maintenance (Fixed up to 100,000 miles)	$ 23.08	$ 23.42	$ 23.08	$ 23.08	$ 28.42	$ 28.42	$ 24.04	$ 24.04	$ 24.38	$ 24.38	$ 24.63	$ 29.97	$ 28.42
Residual at Term	$ 7,563.00	$ 8,099.00	$ 8,157.00	$ 8,622.00	$ 7,226.00	$ 7,803.72	$ 11,223.00	$ 18,272.00	$ 9,340.00	$ 17,500.00	$ 12,295.00	$ 10,980.00	$ 10,211.09
Conservative Fair Market Value at term	**$ 13,500.00**	**$ 13,000.00**	**$ 12,500.00**	**$ 13,500.00**	**$ 14,700.00**	**$ 15,500.00**	**$ 16,500.00**	**$ 23,500.00**	**$ 20,000.00**	**$ 22,000.00**	**$ 19,000.00**	**$ 24,000.00**	**$ 20,000.00**
Estimated Equity at term	**$ 5,937.00**	**$ 4,901.00**	**$ 4,343.00**	**$ 4,878.00**	**$ 7,474.00**	**$ 7,696.28**	**$ 5,277.00**	**$ 5,228.00**	**$ 10,660.00**	**$ 4,500.00**	**$ 6,705.00**	**$ 13,020.00**	**$ 9,788.91**
Fuel Economy (50/50)	22.5	27.5	26.0	27.5	53.0	39.5	21.0	21.5	23.5	23.5	21.5	35.0	37.0
Fuel Pump Price	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75
Monthly Fuel Cost Estimate	$101.85	$83.33	$88.14	$83.33	$43.24	$58.02	$109.13	$106.59	$97.52	$97.52	$106.59	$65.48	$61.94
Est. Monthly Insurance	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00
Total Cost Per Mile	0.498	0.538	0.561	0.569	0.549	0.578	0.634	0.664	0.697	0.707	0.762	0.705	0.719
Annual Payment	**$ 4,424**	**$ 4,780**	**$ 4,821**	**$ 5,096**	**$ 5,957**	**$ 6,129**	**$ 5,525**	**$ 5,835**	**$ 7,631**	**$ 6,189**	**$ 7,184**	**$ 8,616**	**$ 8,014**
				Annual Difference	**$ (1,533)**	**$ (1,705)**					Annual Difference	**$ (3,092)**	**$ (2,489)**
				4 year Differece	**$ (6,133)**	**$ (6,818)**					4 year Differece	**$ (12,367)**	**$ (9,957)**

Prices have been increased by a high 5% to estimate worst case 2022 pricing- will adjust once 2022 comes out

Sedans — Midsize Sedan — Hybrid — Hybrid

	2022 Chevy Malibu LS (4740139)	2022 Nissan Altima S (4740132)	2022 Hyundai Sonata SE (4740152)	2022 Toyota Camry LE (4740147)	2022 Camry Hybrid LE (4981067)	2020 Hyundai Sonata Hybrid Blue (4981075)
Term in Months	60	60	60	60	60	60
Estimated Annual Mileage	10,000	10,000	10,000	10,000	10,000	10,000
Vehicle Price	**$ 19,093.78**	**$ 19,862.00**	**$ 21,254.00**	**$ 22,518.00**	**$ 25,497.85**	**$ 26,396.55**
Monthly Payment	$ 328.29	$ 340.63	$ 359.93	$ 390.98	$ 427.35	$ 439.82
Full Maintenance (Fixed up to 100,000 miles)*	$ 21.97	$ 23.17	$ 21.97	$ 23.17	$ 28.17	$ 26.97
Residual at Term	$ 3,628.00	$ 3,773.00	$ 4,038.00	$ 4,278.00	$ 4,917.85	$ 5,010.15
Conservative Fair Market Value at term	**$ 10,000.00**	**$ 9,000.00**	**$ 9,000.00**	**$ 10,500.00**	**$ 14,000.00**	**$ 12,000.00**
Estimated Equity at term	**$ 6,372.00**	**$ 5,227.00**	**$ 4,962.00**	**$ 6,222.00**	**$ 9,082.15**	**$ 6,989.85**
Fuel Economy (50/50)	32.5	33.5	33.0	33.5	52.0	52.0
Fuel Pump Price	$2.75	$2.75	$2.75	$2.75	$2.75	$2.75
Monthly Fuel Cost Estimate	$70.51	$68.41	$69.44	$68.41	$44.07	$44.07
Est. Monthly Insurance	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00	$ 45.00
Total Cost Per Mile	0.431	0.468	0.496	0.509	0.472	0.527
Annual Payment	**$ 3,940**	**$ 4,088**	**$ 4,319**	**$ 4,692**	**$ 5,128**	**$ 5,278**
Annual Difference					**$ (1,189)**	**$ (1,338)**
5 year difference					**$ (4,755)**	**$ (5,353)**

Prices have been increased by a high 5% to estimate worst case 2022 pricing- will adjust once 2022 comes out

Minivan

	2022 Chrysler Voyager LX (4739968)	2022 Chyrsler Pacifica Hybrid Touring (4981085)
Term in Months	60	60
Estimated Annual Mileage	10,000	10,000
Vehicle Price	**$ 30,558.00**	**$ 41,501.15**
Monthly Payment	$ 504.66	$ 691.47
Full Maintenance (Fixed up to 100,000 miles)*	$ 25.97	$ 25.97
Residual at Term	$ 5,806.00	$ 7,884.95
Conservative Fair Market Value at term	**$ 11,500.00**	**$ 20,000.00**
Estimated Equity at term	**$ 5,694.00**	**$ 12,115.05**
Fuel Economy (50/50)	23.5	38.0
Fuel Pump Price	$2.75	$2.75
Monthly Fuel Cost Estimate	$97.52	$60.31
Est. Monthly Insurance	$ 45.00	$ 45.00
Total Cost Per Mile	0.694	0.745
Annual Payment	**$ 6,056**	**$ 8,298**
Annual Difference		**$ (2,242)**
5 year Differnece		**$ (8,967)**

Prices have been increased by a high 5% to estimate worst case 2022 pricing- will ad

just once 2022 comes out

Vehicle #	Year	Make	Model
#424	1997	Chevy Chassis-Cabs	C6500
#414	1997	*Chevrolet	*S10
#420	2000	Chevy Chassis-Cabs	C6500
Safety 25	2001	Ford	Expedition EL
#435	2001	Ford	F-350 Chassis
Rose MC	2002	Ford	F-150
#405	2002	Ford	F-250
#438	2002	Ford	F-450 Chassis
Tax Staff	2003	Chevrolet	Malibu
Tax Staff	2003	Chevrolet	Malibu
#835	2003	Chevrolet	Suburban 1500
#416	2004	Ford	F-350
Maintenance	2007	Chevrolet	Impala
Prevention 3	2007	Chevrolet	Impala
Prevention 4	2007	Chevrolet	Impala
#716-School	2007	Chevrolet	Impala
#N/A	2007	Chevrolet	Impala
Code Enforcement	2007	Ford	Explorer
Prevention 1	2007	Ford	Explorer
E- Admin 1	2001	Ford	Taurus SEL
#402	2008	Chevrolet	Colorado
#N/A	2008	Chevrolet	Impala
#N/A	2008	Chevrolet	Impala
#N/A	2008	Chevrolet	Impala
#831 - Wiley	2008	Chevrolet	Impala
f604	2005	Ford	Expedition
86290	2009	Chevrolet	Impala
#920-School	2009	Chevrolet	Impala
Enigineering	2009	Chevrolet	Impala
#1022	2010	Dodge	Charger
Code Enforcement	2010	Dodge	Charger
Detective 1035	2010	Dodge	Charger
Detective 1034	2010	Dodge	Charger
#407	2010	Dodge	Charger
#1096 Prevention Van	2010	Ford	E-150
Engineering	2011	Ford	F-150
#404	2011	Ford	F-250
#408	2011	Ford	F-250
#1236 - Detective	2012	Chevrolet	Impala
Code Enforcement	2012	Dodge	Charger
#1308 - SRO	2013	Dodge	Charger
0	2013	Dodge	Charger
Admin	2013	Ford	E-350 Super Duty
1423	2014	Dodge	Charger

1703	2016	Dodge	Charger
1627	2016	Ford	Police Interceptor
1609	2016	Ford	Police Interceptor
1604	2016	Ford	Police Interceptor
1711	2017	Ford	Utility Police Interceptor
1713	2017	Ford	Utility Police Interceptor
419	2015	Ford	F-250
#430	2015	Ford	F-450 Chassis
#431	2015	Ford	F-350 Chassis
406	2015	Ford	F-150
IT Dir	2014	Jeep	Patriot
Chief 1599	2015	Chevrolet	Tahoe
Chief 2	2015	Chevrolet	Tahoe
#1421 - Patrol	2014	Dodge	Charger
Det. 1438	2014	Dodge	Charger
#1412 Dulaney	2014	Dodge	Charger
#1437 - Milligan	2014	Dodge	Charger
#1424 - SRO	2014	Dodge	Charger
Prisoner Van 1425	2013	Ford	E-350 Super Duty
1535	2015	Ford	Explorer
1628	2016	Ford	Explorer
#1533 - Ashley	2016	Ford	Utility Police Interceptor
1619	2016	Ford	Police Interceptor
1607	2016	Ford	Police Interceptor
1706	2017	Ford	Utility Police Interceptor
Admin	2015	Kia	Optima Hybrid
Chief 1599	2015	Dodge	Charger
#1430 - Detective	2014	Chevrolet	Impala Limited
#433	2016	Ford	F-350 Chassis
Engineering	2017	Chevrolet	Silverado 1500
#1600 -Prop/EV	2016	RAM	1500
417	2017	Ford	F-250
Training 1	2017	Ford	F-250
Code Enforcement	2016	Jeep	Cherokee
Economic Development	2017	Jeep	Cherokee
B22	2017	Chevrolet	Tahoe
1810	2018	Dodge	Charger
#1714 - K-9	2017	Ford	Utility Police Interceptor
#N/A		Ford	Police Interceptor
1812	2018	Dodge	Charger
1822	2018	Dodge	Charger
BLUMA	2016	Ford	Fusion
400	2019	Ford	F-150
Parks	2019	Chevrolet	Colorado
Code Enforcement	2019	Chevrolet	Equinox
City Manager	2019	Chevrolet	Equinox

#1801	2018	Chevrolet	Equinox
2021	2020	Chevrolet	Tahoe
2024	2012	Chevrolet	Tahoe
1901	2019	Dodge	Charger
1908	2019	Dodge	Charger
1905	2019	Dodge	Charger
1920	2019	Dodge	Charger
Code Enforcement	2018	Chevrolet	Colorado
Engineer	2014	Jeep	Patriot
Engineering	2006	Ford	Taurus

**All Value estimates are based on average condition with wear and tear, this is based off the age and mileage. Enterprise or Enterprise Fleet Management make no guarantee on the final sales price. At any point during the point of sale the "customer" may put a minimum floor price on any vehicle owned by the "customer". Please refer to the consignment agreement. ** Values have a $1000.00 Swing +/-

VIN	Current Odometer	Estimated Resale Value June 2022	Recommended Replacement Year
1GBP7H1JXVJ113606	62,189	$2,500	2021
1GCCS14X2V8186802	96,722	$300	2021
1GBP7H1C4YJ500030	62,072	$3,500	2021
1FMJK1G51AEA63677	64,100	$8,500	2021
1FDWF36F61EC16862	142,175	$1,500	2021
1FTRF17W62NB39755	88,526	$1,500	2021
1FTNF21F92EC06992	118,740	$3,000	2021
1FDXF46FX2EC06993	74,532	$5,000	2021
1G1ND52J53M677967	49,057	$1,500	2021
1G1ND52J53M677967	49,057	$1,500	2021
1GNFK16Z13J181583	135,862	$1,200	2021
1FTSW30S54EC69534	103,062	$2,500	2021
2G1WS55R579185237	60,680	$2,500	2021
2G1WS55R379418635	83,330	$2,000	2021
2G1WS55R579184935	83,330	$2,000	2021
2G1WS55R879183956	83,330	$2,000	2021
2G1WS55RX79418616	83,330	$2,000	2021
1FMEU73E17UB65497	56,900	$4,000	2021
1FMEU73EX7UB65496	83,330	$3,500	2021
1FAFP53U71G17463	56,535	$1,000	2021
1GCCS14E488190112	67,349	$2,500	2021
2G1WS553181362514	73,578	$3,000	2021
2G1WS553681361584	76,920	$3,000	2021
2G1WS553781362940	76,920	$3,000	2021
2G1WB58K081311489	76,920	$300	2021
1FMPU16585LA9364	89,869	$4,000	2021
2G1WS57M391300295	70,510	$3,500	2021
2G1WS57M291298278	70,510	$3,500	2021
2G1WS57M09120877	128,288	$1,000	2021
2B3AA4CT5AH288661	64,100	$4,000	2021
2B3AA4CT9AH224607	64,100	$4,000	2021
2B3CA4CD5AH245049	64,100	$4,000	2021
2B3CA4CD7AH235252	64,100	$4,000	2021
2B3AA4CT9AH288663	88,801	$3,500	2021
1FMNE1BL4ADA12663	64,100	$6,500	2021
1FTFX1EF6BKD72118	46,062	$11,500	2021
1FTBF2B6XBEA81664	57,690	$12,000	2021
1FTBF2B68BEA81663	69,350	$11,500	2021
2G1WF5E36C1121027	51,280	$5,000	2022
2C3CDXAT0CH287783	105,020	$3,500	2021
2C3CDXAT3DH649946	44,870	$5,500	2022
2C3CDXAT3DH64996	88,425	$5,500	2022
1FBNE3BL1DDA78323	31,496	$12,000	2022
2C3CDXAT9EH122088	99,793	$6,500	2022

3FA6P0H75GR164109	97,969	$9,000	2022
1FM5K8R1GGC50520	82,132	$10,500	2022
1FM5K8R1GGC50516	88,927	$10,500	2022
1FM5K8R1GGC50517	98,805	$10,000	2022
1FM5K8AR6HGD93576	80,999	$11,500	2022
1FM5K8AR2HGC26034	81,544	$11,500	2022
1FTBF2865FEA38680	80,328	$13,000	2022
1FDUF4HYXFEB13236	33,260		2023
1FDRF3H60FED32320	36,542		2023
1FTEX1EP8FFC38519	52,652		2023
1C4NJPBA5ED758739	36,375		2023
1GNSK2EC5FR583212	32,050		2023
1GNSK2EC9FR583164	32,050		2023
2C3CDXKT2EH371511	38,460		2023
2C3CDXAG5EH279622	38,460		2023
2C3CDXAT0EH122089	38,460		2023
2C3CDXAT4EH279611	38,460		2023
2C3CDXAT8EH279627	38,460		2023
1FBNE3BL9EDA97736	38,460		2023
1FH5K9382FG863786	31,534		2023
1FM5K8R1GGA02073	74,213		2023
1FM5K8AR9FGB98830	32,050		2023
1FM5K8R1GGC50519	71,833		2023
1FM5K8R1GGC50518	79,232		2023
1FM5K8AR0HGC26033	67,736		2023
KNAGM4AD5F5078620	21,684		2023
2C3CDXHG9FH729988	32,050		2023
2G1WC5E35E1124464	38,460		2023
1FDRF3H66GEC96361	21,785		2024
1GCVKNEC0HZ359159	38,425		2024
1C6RR7XT3GS315239	25,640		2024
1FT7W2B65HEC46759	18,822		2024
1FT7W2B66HED44666	19,230		2024
1C4PJMAB5GW279911	21,800		2024
1C4PJMCBGHW612597	23,946		2024
1GNSKFEC4HR203254	19,230		2024
2C3CDXAG4JH279721	47,826		2024
1FM5K8AR4HGD93575	19,230		2024
0	58,890		2024
2C3CDXAG4JH279723	47,159		2024
2C3CDXAG4JH279722	51,083		2024
3FA6P0H75GR164108	25,640		2024
1FTEX1EP7KFC20314	6,410		2025
1GCHSBEA1K1293348	6,410		2025
3GNAXHEV3KL309378	6,410		2025
3GNAXKEV8KS568824	6,410		2025

2GNAXHEV6J6123935	12,820	2025
1GNLCDEC6LR277906	9,336	2025
1GNLCDDEC8LR2384	14,952	2025
2C3CDXKT7KH622843	37,136	2025
2C3CDXKT7KH622842	26,621	2025
2C3CDXKT7KH622844	27,607	2025
2C3CDXKT7KH622845	36,836	2025
1GCHSBEA2J1124079	5,600	Under-Utilized
1C4NJRBB7ED707571	5,966	Under-Utilized
1FAFP56U76A217745	31,282	Under-Utilized

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			VEHICLE MAINTENANCE EXPENSES			
Vehicle Description		***Fuel Type***	***Fuel***	***Parts***	***Labor***	***Outsource***
Public Works						
#405- 2002- Ford F-250		Diesel				
	2018 Cost		$1,783.60	$1,705.81	660.32	
	2019 Cost		$1,062.99	$490.25	716.40	
	2020 Cost		$1,107.79	$340.25	552.47	
Total			**$3,954.38**	**$2,536.31**	**1,929.19**	
#406-2015 Ford F-150		Unleaded				
	2018 Cost			$58.77	$299.96	
	2019 Cost			$93.95	$143.28	
	2020 Cost		$2,320.07	$491.60	$418.51	
Total				**$644.32**	**$861.75**	
#430- 2015 Ford F-450 LD Dump		Unleaded				
	2018 Cost			25.05	144.95	
	2019 Cost			72.02	350.24	
	2020 Cost		3431.88	297.76	265.04	814.74
Total				**394.83**	**760.23**	**814.74**
#438-2002 Ford F-450 LD Dump		Diesel				
	2018 Cost		$1,847.60	$359.74	$242.80	
	2019 Cost		$1,900.99	$161.24	$382.08	$759.68
	2020 Cost		$1,084.32	$758.24	$794.60	
Total			**$4,832.91**	**$1,279.22**	**$1,419.48**	**$759.68**

Vehicle Description	***Fuel Type***	***Fuel***	***Parts***	***Labor***	***Outsource***
Police					
#1599- 2015 Dodge Charger	Unleaded				
2018 Cost			$25.20	$46.50	
2019 Cost			$44.94	$47.76	
2020 Cost		$879.12	$473.07	$130.88	
Total			**$543.21**	**$225.14**	
#1630- 2016 Ford Fusion	Unleaded				
2018 Cost			$0.00	$0.00	
2019 Cost			$21.06	$47.76	
2020 Cost		$542.06	$23.45	$49.08	
Total			**$44.51**	**$96.84**	
#1702- 2017 Dodge Charger	Unleaded				
2018 Cost			$304.02	$167.49	$140.00
2019 Cost			$608.02	$515.80	
2020 Cost		$2,325.84	$482.19	$494.57	
Total			**$1,394.23**	**$1,177.86**	**$140.00**
#1713- 2017 Ford Interceptor	Unleaded				
2018 Cost			$491.90	$201.50	
2019 Cost			$425.62	$270.64	
2020 Cost		$4,742.04	$839.24	$765.66	
Total			**$1,756.76**	**$1,237.80**	
#1801- 2018 Chevy Equinox	Uneaded				
2018 Cost			$68.49	$134.80	
2019 Cost			$157.31	$143.28	
2020 Cost		$917.64	$324.80	$157.06	
Total			**$550.60**	**$435.14**	

Vehicle Description	***Fuel Type***	***Fuel***	***Parts***	***Labor***	***Outsource***
Engineering & Admin					
#ADM1501- 2015 Kia Optima	Unleaded				
2018 Cost			$60.32	$223.22	
2019 Cost			$0.00	$0.00	
2020 Cost		$1,072.21	$0.00	$49.08	
Total			**$60.32**	**$272.30**	
#ADM2013- Ford E350 Van	Unleaded				
2018 Cost			$23.52	$43.49	
2019 Cost			$0.00	$0.00	
2020 Cost			$55.59	$55.65	$255.00
Total			**$79.11**	**$99.14**	**$255.00**
#ADM7-IT-2014 Jeep Patriot					
2018 Cost			$86.24	$43.49	
2019 Cost			$55.46	$191.04	
2020 Cost		$255.84	$116.82	$305.25	
Total			**$258.52**	**$539.78**	
#E-5 2014 Jeep Patriot	Unleaded				
2018 Cost			$0.00	$0.00	
2019 Cost			$35.26	$101.89	
2020 Cost		$419.70	$324.34	$107.98	
Total			**$359.60**	**$209.87**	
#E-6- 2017 Chevy Silverado	Unleaded				
2018 Cost			110.39	89.99	
2019 Cost			601.32	143.28	
2020 Cost		2,119.20	541.58	388.04	
Total			**1,253.29**	**621.31**	

Vehicle Description	*Fuel Type*	*Fuel*	*Parts*	*Labor*	*Outsource*
Fire					
#F-5019 - 2017 Chevy Tahoe	Unleaded				
2018 Cost			$55.21	$45.60	
2019 Cost			$617.13	$270.64	
2020 Cost		$1,539.36	$59.92	$291.05	
Total			**$732.26**	**$607.29**	
#F-813- 2015 Chevy Tahoe	Unleaded				
2018 Cost			$865.13	$375.44	
2019 Cost			$72.82	$111.34	
2020 Cost		$1,199.52	$709.65	$306.88	
Total			**$1,647.60**	**$793.66**	
#F-701 - 2007 Chevy Impala	Unleaded				
2018 Cost			$13.55	$46.50	
2019 Cost			$74.28	$143.28	
2020 Cost		$357.00	$233.84	$328.88	
Total			**$321.67**	**$518.66**	
#F-704 - 2007 Chevy Impala	Unleaded				
2018 Cost			$999.24	$507.44	
2019 Cost			$20.21	$31.84	
2020 Cost		437.52	$0.00	$98.16	
Total			**$1,019.45**	**$637.44**	
Public Works					
#402- 2008 Chevy Colorado	Unleaded				
2018 Cost			$568.21	$228.48	
2019 Cost			$462.38	$238.80	
2020 Cost		$1,397.88	$45.79	$371.44	
Total			**$1,076.38**	**$838.72**	
Police					

#1430- 2014 Chevy Impala	Unleaded				
	2018 Cost			$301.41	$392.78
	2019 Cost			$968.53	$101.89
	2020 Cost		$875.42	$53.37	$130.88
Total				**$1,323.31**	**$625.55**

City of Huber Heights
6131 Taylorsville Road

Memorandum

To: Scott Falkowski, City Manager

From: Mike Gray, Public Works Manager

Date: June 25, 2021

Re: Vehicle Maintenance Expense Report

CC: Bryan Chodkowski, Asst. City Manager

Attached you will find a brief report of twenty randomly selected City vehicles maintenance expenses. Due to the fact we currently do not have a true vehicle maintenance software system, the information had to be gathered from three detail sourced programs. Then manually added up to find the estimated totals. This was a cumbersome task that took several hours to compile, summarize, and complete. This synopsis should provide the desired information required to move forward with entering into an agreement for Enterprise to provide vehicle leasing services to the City.

Approval of this matter is very much appreciated.

Thank You

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPEN-ENDED LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT.

WHEREAS, the City maintains a vehicle fleet of approximately 100 light and medium duty vehicles; and

WHEREAS, more than a third of vehicles in the light and medium duty fleet are 10 or more years old; and

WHEREAS, the City seeks to find cost effective ways to provide for a more up-to-date fleet; and

WHEREAS, a more up-to-date vehicle fleet would reduce maintenance expenses, reduce fuel consumption, and increase operational efficiency.

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

Section 1. The City Manager is hereby authorized and directed to execute an open-ended lease agreement with Enterprise Fleet Management and any related vehicle schedules, said lease to be substantially similar to the attached "Exhibit A" and approved as to form and content by the Law Director.

Section 2. The City Manager, or his designee, is further authorized and directed to execute any other documents and instruments necessary to fulfill the obligations and intent of Exhibit A, provided such documents conform to the approval of the Law Director as to form and content.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

Exhibit A

enterprise
FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Huber Heights

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: Bryan Lenihan

Title: Director Fleet Management

Address: 4600 McAuley PL #510
Cincinnati, OH 45242

_____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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AI-7703 **Topics of Discussion** G.

Council Work Session

Meeting Date: 07/06/2021

Sanitary Sewer Repair - Different Locations - Contract Modification

Submitted By: Hanane Eisentraut

Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/06/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Sanitary Sewer Repair - Different Locations - Contract Modification

Purpose and Background

This legislation will authorize the City Manager to enter into a contract modification and increase the Durst Brothers Excavating contract by $50,751 to cover the cost of six different point and line repairs of defective sanitary sewer sections that needed to be removed and replaced on Hinckley Court, Celestine Street, Misty Lane, and behind the Post Office. These repairs were needed quickly so that the sewer lining operation could be continued and completed. The Sewer Fund will be utilized for the costs of this project.

Fiscal Impact

Source of Funds:	Sewer Fund
Cost:	$50,751
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT MODIFICATION WITH DURST BROTHERS EXCAVATING FOR SANITARY SEWER REPAIRS AT DIFFERENT LOCATIONS.

WHEREAS, it is necessary to increase the contract amount with Durst Brothers Excavating to reflect the point repair of defective sanitary sewer sections needed to be removed and replaced before the sewer lining operation can be completed; and

WHEREAS, sufficient funds are available to cover the cost of the additional work.

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

Section 1. The City Manager is hereby authorized to increase the contract with Durst Brothers Excavating for the Sanitary Sewer Repair Project at different locations by $50,751.00 to a new total of $75,750.00.

Section 2. Authorization is hereby given to compensate Durst Brothers Excavating for additional work already completed.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and 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 4. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

AI-7702 **Topics of Discussion** H.

Council Work Session

Meeting Date: 07/06/2021

Fire Station 25 - Emergency Traffic Signal

Submitted By: Hanane Eisentraut

Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/06/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Fire Station 25 - Emergency Traffic Signal

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with Capital Electric Line Builders, Inc and waive the competitive bidding requirements for the installation of the Fire Station 25 emergency traffic signal. Firefighters/Paramedics will be able to activate the signal with a button while being dispatched to an emergency call and stop traffic to allow emergency vehicles easy and safe access out of the station. The Capital Fund will be utilized to install the traffic signal at a cost not to exceed $100,000.

Fiscal Impact

Source of Funds:	Capital Fund
Cost:	$95,000
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 AWARD A CONTRACT TO CAPITAL ELECTRIC LINE BUILDERS, INC. FOR THE INSTALLATION OF THE EMERGENCY TRAFFIC SIGNAL IN FRONT OF FIRE STATION 25 LOCATED AT 9975 OLD TROY PIKE AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, Capital Electric Line Builders is uniquely qualified and familiar with the City's existing and original traffic system; and

WHEREAS, Capital Electric Line Builders has been maintaining the City's traffic signal system; and

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

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 Capital Electric Line Builders, Inc. for the installation of the Fire Station 25 emergency traffic signal at a cost not to exceed $100,000.00.

Section 2. Consistent with the provisions of the City of Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and 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 4. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-7707		**Topics of Discussion**	I.
Council Work Session			
Meeting Date:	07/06/2021		
Southpoint Crossing Demolition - Phase II - Solicit Bids			
Submitted By:	Hanane Eisentraut		
Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/06/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

Southpoint Crossing Demolition - Phase II - Solicit Bids

Purpose and Background

This legislation will allow the City Manager to solicit, advertise and receive bids for the Southpoint Crossing Demolition - Phase II Project. The City has applied through Montgomery County and has received a Community Development Block Grant (CDBG) to demolish a portion of the Marian Meadows strip center located at 6131-6147 Brandt Pike. This second phase of the demolition is necessary to prepare the site for new development.

Fiscal Impact

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

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE SOUTHPOINT CROSSING DEMOLITION – PHASE II PROJECT.

WHEREAS, the City of Huber Heights has received a Community Development Block Grant (CDBG) through Montgomery County for the demolition for the Southpoint Crossing – Phase II Project; and

WHEREAS, construction plans, specifications and cost estimates have been completed by City Staff; and

WHEREAS, Council has determined to proceed with this project during the 2021 construction season.

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

Section 1. The City Manager is hereby authorized to solicit, advertise and receive responses from qualified firms for the Southpoint Crossing Demolition – Phase II Project at a cost not to exceed $107,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

AI-7698 **Topics of Discussion** J.

Council Work Session

Meeting Date: 07/06/2021

2021 Sidewalk Program - Ordinance Of Assessment

Submitted By:	Jim Bell		
Department:	Finance	**Division:**	Accounting
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/06/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	Yes
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

2021 Sidewalk Program - Ordinance Of Assessment

Purpose and Background

This Ordinance Of Assessment will allow City Staff to send the invoices to the affected property owners in the 2021 Sidewalk Program. These owners will have until August 9, 2021 to make payment. All unpaid assessments will be presented to City Council in a final ordinance for approval before that list can be sent to the County Auditor by the second Monday of September, 2021.

Fiscal Impact

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

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

TO LEVY SPECIAL ASSESSMENTS FOR THE REPAIR AND RECONSTRUCTION OF SIDEWALKS, CURBS AND GUTTERS, DRIVEWAY APPROACHES, AND APPURTENANCES THERETO ON PARTS OR ALL OF CERTAIN STREETS IN THE CITY OF HUBER HEIGHTS REFERRED TO AS THE 2021 SIDEWALK PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, City Council has previously adopted legislation declaring the necessity of repairing sidewalks, driveway aprons, handicap ramps, curbs and gutters, and catch basin aprons under the 2021 Sidewalk Program; and

WHEREAS, contracts have been let to perform various phases of the work under this program; and

WHEREAS, all phases of this work are now complete and the Engineering Division has calculated the final assessment cost to each property owner.

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

Section 1. The assessment of the cost of repairing or reconstructing sidewalks, curbs and gutters, driveway approaches and appurtenances thereto on those streets in the City of Huber Heights, Ohio as previously reported to this Council and filed in the Office of the City Engineer and aggregating $105,126.18 is hereby adopted and confirmed. Notice of the filing of said assessments has been given as required by law, and no objections were filed with the Clerk of Council within the two weeks provided by statute.

Section 2. There are hereby levied and assessed upon the lots and lands bounding and abutting on the improvement and provided for in the Resolution of Necessity No. 2020-R-6898 passed August 10, 2020 the several assessment amounts which, taken together, aggregate the dollar amount set forth above. Those assessments are within statutory limitation. The assessments and the description of said lots and lands are now on file in the Office of the Clerk of Council.

Section 3. The total assessment against each lot or parcel of land shall be payable on or before August 9, 2021 and any such assessment payments, which have not been delivered to the City's Account Technician nor postmarked by August 9, 2021, shall be assessed by up to five annual installments, except all assessments $100.00 or less shall be in one installment. Such assessments shall further include interest on any bonds and notes that could be sold at the time to finance the improvements, plus administration and collection costs, together with all other necessary expenditures. All assessments and installments thereof which have not been paid at the expiration of the payment period described above shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as other taxes are collected.

Section 4. The City's Account Technician is hereby directed to cause notice of the passage of this Ordinance to be published once in a newspaper of general circulation in this City within ten days after its passage.

Section 5. The Office of the City Engineer is authorized and directed to keep the assessments on file in the Office of the City Engineer for as long as any of them remain unpaid.

Section 6. Further, the Clerk of Council is directed to deliver a certified copy of this Ordinance to the County Auditor within twenty days after its passage.

Section 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 8. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason that this timely approval by Council will enable the City to meet the County deadline for filing unpaid assessments for 2021; therefore, this Ordinance shall be in force and effect immediately upon its adoption by Council.

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

AI-7708 **Topics of Discussion** **K.**

Council Work Session

Meeting Date: 07/06/2021

Adams Road Water Service Connection

Submitted By: Stephanie Wunderlich

Department:	Engineering	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/06/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Adams Road Water Service Connection

Purpose and Background

A property owner at 9140 Adams Road (see attached map) has asked if they could connect to the City's water system. The property is on the south side of the road outside the City limits. The City's corporation line is located on the centerline of the roadway and the water main is located just off of the south edge of the road. The property owner stated that his well (groundwater) was found to be contaminated with E.coli and when they tried to drill another well, the same problem was found. The connection of a water service outside the City normally requires the property to annex into the City. In this case, the property is located in the Huber East (Valley Water District) which has many properties outside the City already connected to the system. Adams Road is also the dividing line between Montgomery County and Greene County, so this property would be in Greene County. The City recently removed a property from the City that was the only City property in Greene County. This discussion is to decide if the City will allow this property to connect to the City's water system and if the City wants to require the property to annex into the City.

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

Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

1 in = 752 ft

City of Huber Heights

Date: 6/30/2021

N

AI-7709 **Topics of Discussion** L.

Council Work Session

Meeting Date: 07/06/2021

Carriage Trails – Special Assessments – Sections 6-5/6-6/6-7 - Resolution Of Necessity

Submitted By: Scott Falkowski

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 07/06/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Carriage Trails – Special Assessments – Sections 6-5/6-6/6-7

* Resolution Of Necessity

Purpose and Background

DEC Land Company has requested that the City allow for funding for a portion of the costs of constructing the public streets within Sections 6-5, 6-6 and 6-7 of the Carriage Trails Development through the use of special assessments. DEC has requested the City allow for funding in the amount of $776,000 which is $8,000 per lot for the 97 lots proposed for construction. DEC has asked the City to assess each of the 97 newly created lots $600 per lot per year for 25 years in order to cover the developer's funding provided for this portion of the construction costs for the public improvements (the roads). In order to accomplish these special assessments, the City will need to pass a Resolution Of Necessity for the improvements. The City will directly reimburse the developer as and when the special assessments are collected, but only as and when the City receives these funds from the assessments described in the Petition.

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:

The City only passes on funds received through the special assessments as received from Miami County.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

DECLARING IT NECESSARY TO IMPROVE PUBLIC STREETS AND EASEMENTS IN SECTION 6 - PHASES 5, 6 AND 7 BY CONSTRUCTING AND INSTALLING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING STREET IMPROVEMENTS, SUBBASE, CONCRETE CURB/GUTTER WITH DRAINAGE, ASPHALT, STREET LIGHTS AND SIGNS, SIDEWALKS, SURVEY WORK AND ENGINEERING, AND IN EACH CASE, ALL OTHER COSTS AND IMPROVEMENTS NECESSARY AND APPURTENANT THERETO.

WHEREAS, the owner of 100% of the lots and lands to be assessed for the Improvement (described in Section 2) has petitioned this Council (that Petition for Special Assessments and Affidavit is attached hereto as Exhibit A and incorporated herein by reference and is referred to herein as the "Petition") for the construction of the Improvement (as defined in Section 2), and further, that there be assessed against the real property described in the Petition certain costs of the Improvement; and

WHEREAS, this Council has heretofore directed that the plans, specifications, profiles and estimate of cost be prepared for the Improvement; and

WHEREAS, this Council has determined to adopt this Resolution to accept the Petition and approve the plans, specifications, profiles and estimate of cost of the Improvement, as prepared by the Developer in conjunction with IBI Group Inc. (f/k/a ME Companies Inc.), and to further provide for such other terms and provisions relating to the Improvement as are set forth in this Resolution.

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

Section 1. This Council hereby finds that the Petition attached hereto as Exhibit A has been signed by the owners of 100% of the lots and lands to be assessed for the Improvement.

Section 2. It is declared necessary to improve public streets and easements by constructing and installing on the Property (as described in the Petition) excavating, grading, paving, constructing and installing street improvements, including subbase, concrete curb/gutter with drainage, asphalt, street lights and signs, sidewalk, survey work and engineering, and in each case, all other costs and improvements necessary and appurtenant thereto (collectively, the "Improvement").

Section 3. The plans, specifications, profiles and estimate of cost of the Improvement, which have been prepared by the Developer and IBI Group Inc., and which are now on file in the Office of the Clerk of Council, are approved. The Improvement shall be made in accordance with, and the grade of the Improvement and of any street shall be the grade as shown on, the plans, specifications and profiles for the Improvement.

Section 4. This Council finds and determines that (a) the Improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (b) the lots and lands to be assessed as described in Section 9 hereof and in the Petition are specially benefited by the Improvement.

Section 5. This Council hereby accepts the Petition. Subject to the provisions of and limitations set forth in the Petition, $776,000 of the costs of the Improvement (plus interest on the costs of the Improvement to be computed in accordance with Sections 1 and 2 of the Petition) shall be assessed against the real property described in and pursuant to the Petition. Any additional costs of the Improvement shall be paid by the landowner.

Section 6. The cost of the Improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount or any damages resulting from the Improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating, and otherwise acquiring any real estate or interest therein required for the Improvement, expenses of legal services including obtaining legal opinions, cost of labor and material and interest on securities issued in anticipation of the levy and collection of the special assessments, together with all necessary expenditures.

Section 7. The City Engineer is authorized and directed to prepare and file, or cause to be prepared and filed, in the Office of the Clerk of Council the estimated special assessments of the cost of the Improvement described in this Resolution. Those estimated special assessments shall be based upon the estimate of cost of the Improvement now on file in the Office of the Clerk of Council and shall be prepared pursuant to the provisions of this Resolution and the Petition.

Section 8. The special assessments to be levied shall be paid in twenty-five (25) annual installments of $650 (plus any administrative or similar collection or processing fee) for Sections 6-5, 6-6, and 6-7 (each annual installment to be payable semi-annually at the time real estate taxes in Miami County, Ohio are payable), together with interest on the unpaid principal amount of each special assessment as provided for by law and in accordance with the Petition and the ordinance levying the final special assessments.

Section 9. This City has reviewed the plans and specifications and the associated cost estimates for the proposed Improvements as detailed in the Petition and this Council finds and determines that the average useful life of the Improvements is at least 28 years.

Section 10. The City shall directly reimburse the Developer as and when the special assessments are collected for the Developer's costs and interest thereon. The City shall pay the Developer for a portion of the Improvement as set forth in the Petition, but only as and when the City receives these funds from the assessments described in the Petition. The remainder of the entire cost of the Improvement, after application of the special assessments, shall be paid by the landowner. The City assumes no obligation beyond the transfer of the assessments to the Developer following completion of the Improvements.

Section 11. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 12. 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

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 Resolution No. 2021-R-_____ adopted by the City Council of the City of Huber Heights, on _____, 2021.

_____
Clerk of Council

EXHIBIT A - PETITION FOR SPECIAL ASSESSMENTS AND AFFIDAVIT

March 29, 2021

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

WHEREAS, DEC Land Co. I LLC (the *"Property Owner"* and the *"Developer"),* represents that it owns certain real property (which real property represents 100% of the real property described and depicted in ATTACHMENTS A-1 and A-2 attached hereto and by reference made a part hereof and referred to herein as the *"Property"),* all of which Property is located within the City of Huber Heights, Ohio (the *"City");* and

WHEREAS, the Property Owner acknowledges that, in connection with the development of the Property, the Property will benefit from the construction and installation on the Property of certain public infrastructure improvements, including but not limited to, street improvements, including subbase, concrete curb/gutter with drainage, asphalt, street lights and signs, sidewalk, survey work and engineering, and in each case, all other costs and improvements necessary and appurtenant thereto, to the special benefit of the Property and collectively referred to herein as the “Improvement"; and

WHEREAS, the Property Owner hereby petitions the City for the construction of the Improvement and further that a portion of the costs of the Improvement be assessed against the Property in accordance with this Petition; and

WHEREAS, the Property Owner acknowledges and agrees that the Property includes all of the real property to be assessed pursuant to this Petition, all of which Property will receive special benefits from the construction of the Improvement; and

WHEREAS, the Property Owner further deposes and states that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for special assessments to be levied upon the Property in accordance with this Petition, and that this Petition is available for inspection at the office of the Clerk of City Council; and

WHEREAS, the Property Owner requests that 100% of the special assessments be deferred as provided for herein;

NOW, THEREFORE, the Property Owner hereby petitions the City Council of the City of Huber Heights, Ohio as follows·

1. Special Assessments. The Property Owner states that it owns 100% of the Property. Acting pursuant to Chapter 727, Ohio Revised Code, the Property Owner petitions City Council for the construction of the Improvement, and agrees that the

Property will receive special benefits from the construction of the Improvement, and respectfully requests that $8,000 per lot completed plus interest thereon as set forth below for Sections 6, Phase 5 (“Section 6-5”), Section 6, Phase 6 (“Section 6-6”) and Section 6, Phase 7 (“Section 6-7”), which represents the costs of the Improvement, including without limitation the compensation, damages and expenses of the Improvement, be assessed upon the Property. The Property Owner anticipates that the Property will be divided into ninety-seven (97) lots, consisting of fifteen (15) lots for Section 6-5, thirty-two (32) lots for Section 6-6, and fifty (50) lots for Section 6-7, and that the actual costs of the Improvement will be apportioned equally among all of the lots included within the Property (with an apportionment of $8,000 plus interest per lot for Section 6-5, Section 6-6 and Section 6-7). Unless otherwise agreed to by the Property Owner and the City, to the extent the Property Owner, or its grantees or other successors with respect to the Property, does not pay the special assessments as levied in the time period provided for by Ohio law, the Property Owner acknowledges and agrees that the City may exercise any and all rights for the collection of unpaid special assessments in accordance with Ohio law and that the City may increase the unpaid assessments by an amount equal to the actual costs charged by Miami County to administer and collect the special assessments and if applicable, any related interest and other expenses.

2. Construction and Payment of Costs of the Improvement. (a) The Developer shall construct the Improvement in a manner consistent with the plans and specifications for such Improvement which shall have been approved by the City, (b) the Developer shall obtain performance and payment bonds meeting the requirements of Sections 153.54 and 153.57 of the Ohio Revised Code guaranteeing the completion of the construction of the Improvement and the payment of subcontractors, material providers and laborers from all of Developer's subcontractors and material suppliers, (c) the Developer shall pay prevailing wage to laborers as determined by the Ohio Department of Commerce under Chapter 4115 of the Ohio Revised Code in connection with the construction of the Improvement, (d) the Developer shall be responsible for paying the actual costs of such Improvement prior to the time such Improvement is dedicated to and accepted by the City, (e) the Developer shall provide warranties and guarantees with respect to the workmanship of the Improvement and the correction of deficiencies, (f) the City shall, promptly following completion of construction of the Improvement and dedication to and acceptance by the City of the Improvement, for Section 6-5, Section 6-6 and Section 6-7, reimburse the Developer from the special assessments described in paragraph 1 above as those payments are collected (twice annually) at an annual interest rate of 6.5% (the “Interest”) on any unpaid balance of the Improvement costs to provide the Developer reimbursement for the Improvement in an amount equal to the lesser of (i) $8,000 per platted lot plus Interest or (ii) 100% of the actual cost of construction of the Improvement plus Interest thereon; *provided* that the amount of such payment shall be specially assessed pursuant to this Petition.

3. Duration of Special Assessments. The Property Owner hereby confirms that the special assessments and the interest thereon be payable in twenty-five (25) annual installments of $650 (plus any administrative or similar collection or processing fee) for

Section 6-5, Section 6-6 and Section 6-7 (each annual installment to be payable semi-annually at the time real property taxes in Miami County, Ohio are payable). The Property Owner hereby requests that the special assessments and interest thereon be certified to the County Auditor in order that the first installment of special assessments shall be due not later than the earliest of (a) the first date on which taxes and special assessments are due and payable in the first calendar year next following the first September 1 next following conveyance of the Property by the Property Owner to another entity or (b) the first date for 2024 on which taxes and special assessments are due and payable. Following the deferment, the special assessments will be collected in twenty-five (25) annual installments as described in this paragraph 3.

4. Payment of Special Assessments. In consideration of the Public Improvement, the Property Owner, for itself and its grantees or other successors with respect to the Property, agrees to pay promptly all special assessments levied against the lots and lands which collectively constitute the Property as they become due, and agrees that the determination by the Council of the special assessments in accordance with the terms hereof will be final, conclusive and binding upon the Property Owner and the Property. In further consideration of the Improvement, the Property Owner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be specially assessed for the actual costs of the Improvement, in the deed to the transferee the existence of any outstanding special assessment for the Improvement and to require that transferee covenant to disclose that information in any subsequent deed to any transferee so long as such special assessments remain unpaid. As a condition to each subsequent transfer while such special assessments remain unpaid, the Property Owner further covenants and agrees to provide expressly in the deed to any transferee (a) for the acquisition by such transferee of the Property subject to any outstanding special assessment and such transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Property Owner has waived pursuant to this Petition and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee the conditions described in clause (a) so long as such special assessments remain unpaid.

5. Action by City Council. The Property Owner, for its successors and assigns, further consents and requests that all legislation required to be enacted to permit the Improvement to commence immediately be enacted at one City Council meeting.

6. Waivers. The Property Owner consents and requests that these special assessments be levied and collected without limitation as to the value of the Property, and waives all the following relating to the Improvement and the special assessments:

(a) any and all rights, benefits and privileges specified by Sections 727.03 and 727.06 of the Revised Code or by any other provision restricting these special assessments to 33-1/3% of the actual improved value of the lots and lands as enhanced by the Improvement to be made;

(b) any and all rights, benefits and privileges specified by Section 727.04 of the Revised Code or by any other provision Limiting special assessments for re-improvement when a special assessment has been levied and paid previously;

(c) any and all damages or claims for damages of whatsoever kind, character or description resulting from the Improvement or the making of the Improvement, including but not limited to all rights, benefits and privileges specified by Sections 727.18 through 727.22 and Section 727.43 of the Revised Code;

(d) any and all resolutions, ordinances and notices required for the making of the Improvement, including the notice of the adoption of the resolution of necessity and the filing of estimated special assessments, the equalization of the estimated special assessments, any increase in the cost of labor and materials over the estimated cost, the passage of the assessing ordinance, and the right to apply for deferment of the special assessments pursuant to Section 727.251 of the Revised Code, and including, but not limited to, notices authorized and required by Sections 727.13, 727.16, 727.17, 727.24 and 727.26 of the Revised Code;

(e) any limitation on the addition of interest to the special assessments specified by Section 727.301 of the Revised Code;

(f) any limitation or restriction on the levy and collection of special assessments against the Property for the Improvement as specified in Section 929.03 of the Revised Code; and

(g) any and all irregularities and defects in the proceedings.

7. *Notice.* Notice may be provided to the Property Owner at:

DEC Land Co. I, LLC
6375 Riverside Drive - Suite 200
Dublin, Ohio 43017
Attention: William W. Keethler II
President of the Managing Member

[signature page follows]

IN WITNESS WHEREOF, the Property Owner has caused this Petition to be duly executed in its name, all as of the date hereinbefore written.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

Witness

Witness

DEC LAND CO. I LLC

By: Carriage Trails at The Heights LLC

Its: Managing Member

By:

Printed: William W. Keethler II

Title: President

STATE OFOHIO :
: SS.
COUNTY OF FRANKLIN :

The foregoing instrument was sworn to and subscribed before me this 29th day of March, 2021 by William W. Keethler, President of Carriage Trails at The Heights LLC, an Ohio limited liability company and Managing Member of DEC Land Co. I, LLC, the authorized representative of DEC Land Co. I LLC. This is a jurat certificate; an oath or affirmation was administered to the signer with regard to this notarial act.

CASSANDRA L. RIEHLE
Notary Public, State of Ohio
My Commission Expires 08-16-2025

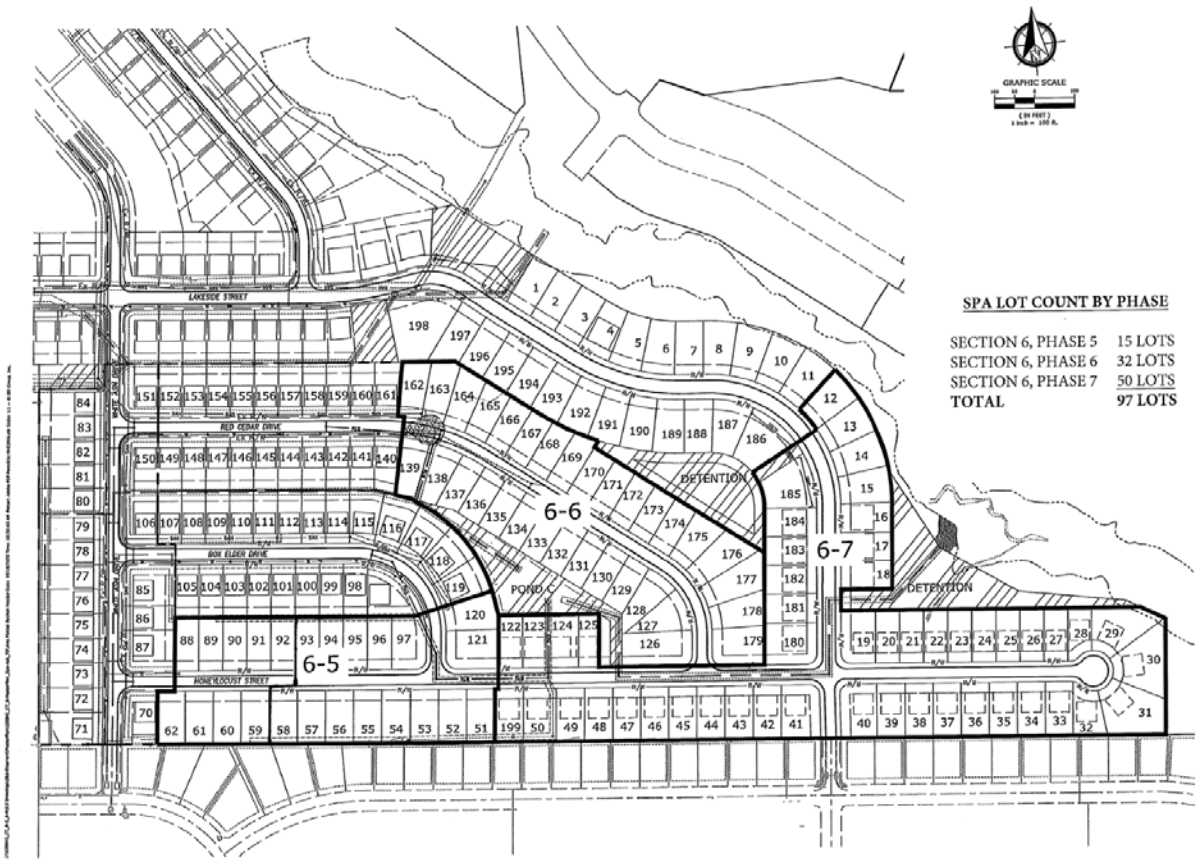
Notary Public

ATTACHMENT A-1

Description of the Property

Approximately ____ acres in Section 6-5 being lots 93 through 97, lots 51-58, and lots 120 through 121; approximately ____ acres in Section 6-6 being lots 126-139 and lots 162 through 179; approximately _____ acres in Section 6-7 being lots 12 through 50, and lots 180 through 185, and lots 122-125 and lot 199 of Carriage Trails, in the City of Huber Heights, Miami County, Ohio, as shown on Attachment A-2 attached hereto.

ATTACHMENT A-2
Depiction of the Property



AI-7712 **Topics of Discussion**

Council Work Session

Meeting Date: 07/06/2021

Carriage Trails – Special Assessments – Sections 6-5/6-6/6-7 - Ordinance To Proceed

Submitted By: Scott Falkowski

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 07/06/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

* Ordinance To Proceed

Purpose and Background

DEC Land Company has requested that the City allow for funding for a portion of the costs of constructing the public streets within Sections 6-5, 6-6 and 6-7 of the Carriage Trails Development through the use of special assessments. DEC has requested the City allow for funding in the amount of $776,000 which is $8,000 per lot for the 97 lots proposed for construction. DEC has asked the City to assess each of the 97 newly created lots $600 per lot per year for 25 years in order to cover the developer's funding provided for this portion of the construction costs for the public improvements (the roads). In order to accomplish these special assessments, the City will need to pass an Ordinance To Proceed with the improvements. The City will directly reimburse the developer as and when the special assessments are collected, but only as and when the City receives these funds from the assessments described in the Petition.

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:

The City only passes on funds received through the special assessments as received from Miami County.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2021-O-

DETERMINING TO PROCEED WITH THE IMPROVEMENT OF PUBLIC STREETS AND EASEMENTS IN SECTION 6 - PHASES 5, 6 AND 7 BY CONSTRUCTING AND INSTALLING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING STREET IMPROVEMENTS, SUBBASE, CONCRETE CURB/GUTTER WITH DRAINAGE, ASPHALT, STREET LIGHTS AND SIGNS, SIDEWALK, SURVEY WORK AND ENGINEERING, AND IN EACH CASE, ALL OTHER COSTS AND IMPROVEMENTS NECESSARY AND APPURTENANT THERETO.

WHEREAS, this Council has adopted Resolution No. 2021-R-____ on _____, 2021 (the "*Resolution of Necessity*"), declaring the necessity of making the Improvement described in Section 1.

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

Section 1. It is determined to proceed with the improvement of public streets and easements by constructing and installing on the Property (as described in the Petition) certain public infrastructure improvements, including street improvements, including subbase, concrete curb/gutter with drainage, asphalt, street lights and signs, sidewalk, survey work and engineering, and in each case, all other costs and improvements necessary and appurtenant thereto (collectively, the "*Improvement*") more fully described in the plans and specifications on file in the Office of the Clerk of Council.

Section 2. The Improvement shall be made in accordance with the provisions of the Resolution of Necessity (including the Petition referenced therein and attached thereto) and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the Office of the Clerk of Council.

Section 3. The portion of the cost of the Improvement to be assessed in accordance with the Resolution of Necessity and the related Petition shall be assessed in the manner and pursuant to the payment schedule set forth, and on the lots and lands described, in that Resolution and the related Petition.

Section 4. The City shall pay the Developer for a portion of the Improvement as set forth in the Petition, but only as and when the City receives these funds from the assessments described in the Petition. All costs shall be paid by the Developer or the landowner, and the City assumes no obligation beyond the transfer of the assessments it receives to the Developer following completion of the Improvements.

Section 5. All claims for damages resulting from the Improvement that have been or are legally filed shall be inquired into after completion of the Improvement, and the City Attorney is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims.

Section 6. The estimated special assessments previously prepared and filed in the Office of the Clerk of Council and in accordance with the Resolution of Necessity and the related Petition are adopted.

Section 7. The Clerk of Council shall deliver a certificate copy of this Ordinance to the County Auditor of Miami County, Ohio within 15 days after its passage.

Section 8. Subject to the provisions of Section 727.24 of the Revised Code, the City Manager is authorized and directed to work with the Developer to proceed with contracting for the Improvement, and the Improvement shall be paid for by the Developer, which shall be reimbursed by the special assessments, all as provided in the Resolution of Necessity.

Section 9. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open

meeting of this Council and any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 10. 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

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 Huber Heights, on _____, 2021.

_____
Clerk of Council

AI-7668 **Topics of Discussion** **M.**

Council Work Session

Meeting Date: 07/06/2021

2021 Community Development Block Grant (CDBG)/Senior Center

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 07/06/2021

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2021 Community Development Block Grant (CDBG)/Senior Center

Purpose and Background

This project will provide for the repaving and re-striping of the Senior Center parking lot. Additional improvements would include stormwater management and entry awnings. The total project expense is estimated at $163,000; $115,000 (70%) to be grant funded and $48,000 (30%) to be funded by the City. If approved later this year, this project would be constructed in the summer of 2022.

Fiscal Impact

Source of Funds: General Fund

Cost: $40,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

If awarded, this grant would be funded through the 2022 City Budget.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO MONTGOMERY COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS.

WHEREAS, Montgomery County (the "County") receives and administers CDBG funds from the U.S. Department of Housing & Urban Development for qualifying municipalities; and

WHEREAS, the City of Huber Heights (the "City") has previously entered into a Cooperation Agreement with the County so the City may have access to CDBG funding; and

WHEREAS, the County has notified the City that CDBG funding is currently available for qualifying projects.

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

Section 1. The City Manager is hereby authorized to submit an application to the County for the Huber Heights Senior Center Accessibility Improvement Project (the "Project") attached hereto and incorporated as if herein as Exhibit A.

Section 2. Upon an award of funding and successful completion of the Project, the City shall be reimbursed for qualifying expenses associated with the Project, currently estimated at $115,000.00 or 70 percent of the total Project cost, currently estimated as $163,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

EXHIBIT A

MONTGOMERY COUNTY
BUSINESS SERVICES

FY 2021 MONTGOMERY COUNTY COMMUNITY DEVELOPMENT PROGRAMS

Please complete all questions on application. You may include up to five (5) pages of attachments, including maps, pictures, support letters, etc.

APPLICANT INFORMATION

Organization Name City of Huber Heights

Address (include city & zip) 6131 Taylorsville Rd., Huber Heights, OH 45424

Contact Person Bryan Chodkowski

Phone and/Email 937-237-5834/bchodkowski@hhoh.org

Current CDBG-funded Projects and Project Status

Southpointe Crossing Demolition Plan - Phase II is in Section 106 Review at present.

PROPOSED PROJECT INFORMATION

Project Title Huber Heights Senior Center Accessibility Improvement Project

Street Address/Intersection (Infrastructure): 6428 Chambersburg Rd, Huber Heights OH 4542

Census Tract _____ ***Block Group*** 2

Target Area Name (If applicable) _____

National Objective ***Benefit Low/Moderate Income*** ☑ ***Eliminate Blight*** ☐

Completion Date October 31, 2022

Priority Ranking 1 of 1 ***New Project*** ☑ ***Continuation Project*** ☐

Total Project Cost ***$*** 163,000

Total CDBG dollars requested ***$*** 115,000

Total dollar value of other resources ***$*** 48,000

PROJECT SUMMARY

This project will provide for the resurfacing of the Huber Heights Senior Center Parking Lot, the reconfiguration of handicapped and general parking, improvements to surface water drainage, and installation of awnings to the center's entrance and exit.

Signature: _____ ***Title:*** Assistant City Manager

II. PROJECT DESCRIPTION (1 page maximum)

Briefly describe your project.

By resurfacing the parking lot, the City will remove numerous trip hazards which have developed over the years. Stormwater improvements will also reduce slip and trip hazards as water will flow to appropriate locations. Currently water can puddle-over potholes or cracks, hiding their presence. In the winter, cold weather creates slick spots where patrons may slip and fall. The installation of awnings will provide better access conditions for senior center users being dropped-off or picked-up from center functions and activities. Finally, the reconfiguration of parking provide for the appropriate placement of handicapped and general parking.

Clearly define how this project benefits low and moderate income persons or eliminates a blighted structure(s) in your community.

Senior citizens are recognized as persons of low to moderate income and this project targets funds for improvements which directly affect senior citizens.

Attach map of project location.

III. PROJECT GOALS (1 page maximum)

What will your project achieve?

This project will improve accessibility to the Huber Heights Senior Center by eliminating or reducing trip and slip hazards. By addressing these hazards, the City believes that more seniors, more often, will feel safe and comfortable attending functions or events in inclement weather; ultimately increasing socialization opportunities for senior citizens.

How many persons or households will benefit? How did you determine this number? Census data, surveys, local information, etc. must be provided.

This project would directly benefit the 635 current members of the Huber Heights Senior Center. This project has the potential to impact an additional 5,365 senior citizens residing in Huber Heights; the additional senior citizen population per the US Census Reporter.

IV. IMPLEMENTATION SCHEDULE (1 page maximum)

How will the work be completed? The implementation schedule should include estimated time tables for completing significant tasks leading to accomplishment of project goals, and it should present a reasonable scope of activities that can be accomplished within the time allotted for the project and within the resources of the applicant. The implementation schedule will be included in the Delegation of Activities Agreement as Appendix A.

You may use an excel spreadsheet in lieu of this page of the application.

Task	Projected Completion Date	Notes
Environmental Review	January 31, 2022	
Project Engineering (if necessary)	January 31, 2022	
Bidding Process/Procurement	March 31, 2022	
Construction/Demolition	August 31, 2022	
Project Closeout	October 31, 2022	

V. PROJECT BUDGET

This budget must include the applicant's financial commitment, including the total project cost, the portion charged to CDBG funding, and the portion committed by other funding sources. This includes in-kind contributions and volunteer labor. It should not include amounts for administration. ***Indicate alternative plans if partial funding is awarded for this project:***

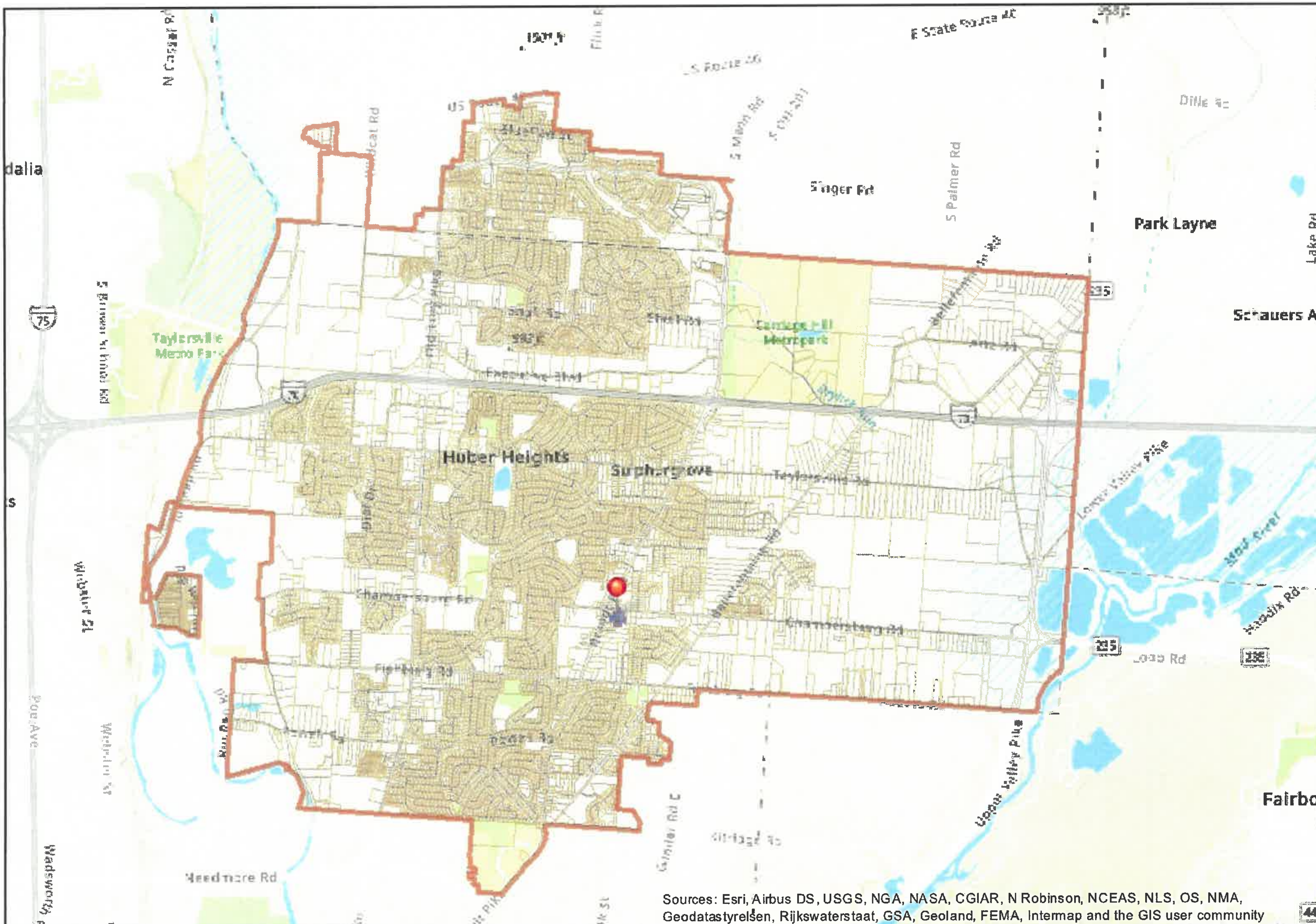
BUDGET CATEGORIES	TOTAL PROJECT COST	CDBG FUNDING	OTHER COMMITTED SOURCES OF FUNDS	
			AMOUNT	SOURCE(S)
a) Project Management	$5,000		$5,000	In-Kind (City)
b) Professional Services (Engineering)	$2,500		$2,500	In-Kind (City)
c) Construction	$155,500	$115,500	$40,000	City
d) Property Acquisition				
e) Relocation Expenses				
f) Environmental				
g) Other (specify)				
TOTAL PROJECT	$163,000 (100%)	$115,000 (70%)	$48,000 (30%)	

Authorization: _____ _____

Authorized Signature for Project — Date

Assistant City Manager

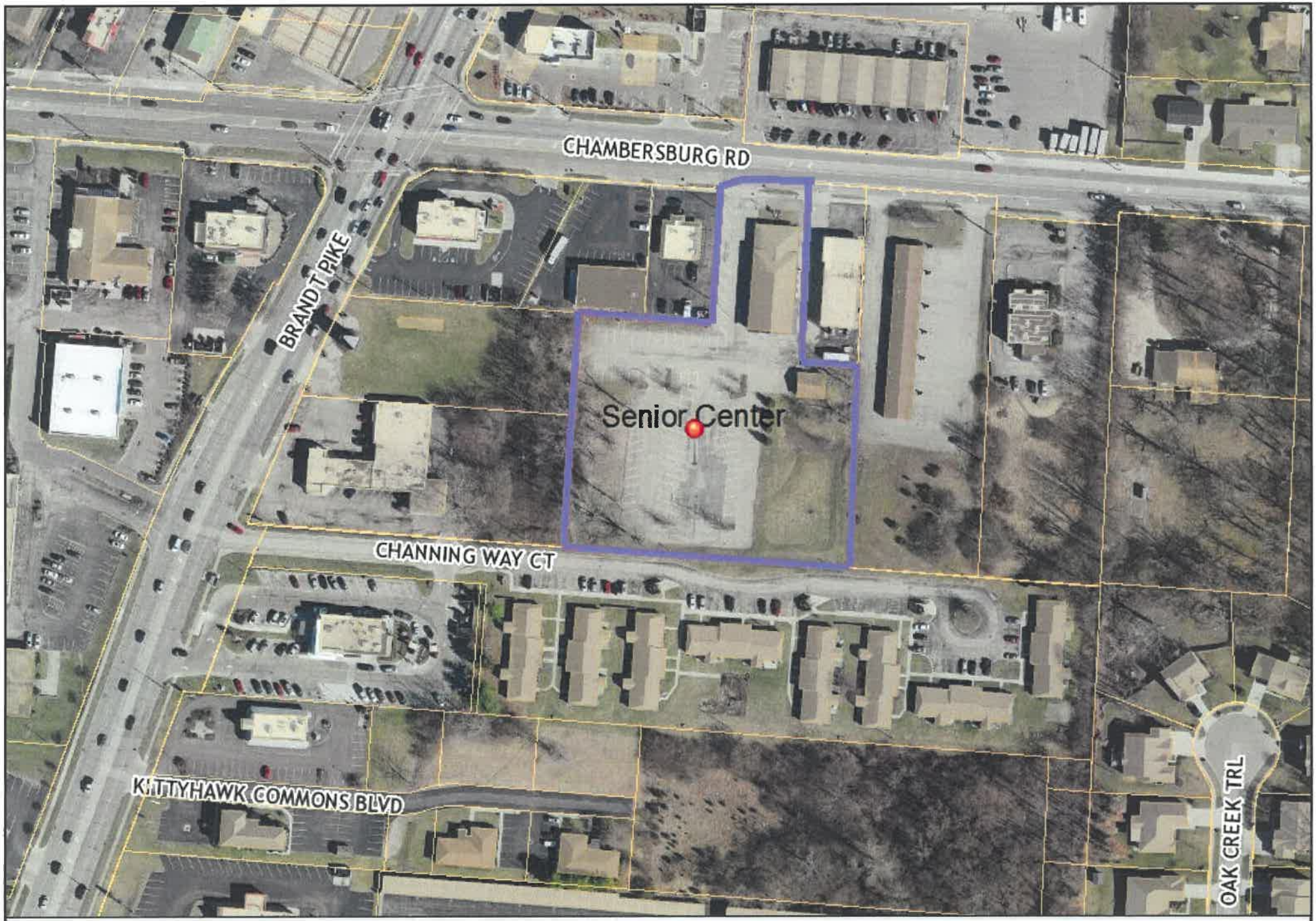
Title



Huber Heights Senior Center

1 inch = 6,019 feet

Date: 6/9/2021



Huber Heights Senior Center

1 inch = 188 feet

Date: 6/9/2021

N



Note various vegitation-filled cracks.



Note various grass-filled cracks.


New larger awning to be place above entrance
for improved drop-off in inclement weather.


New awning to be placed above this exit for improved conditions in inclement weather.


This old parking apron to be removed and tapered to collect storm water
HEIGHTS SENIOR CENTER
This storm water to be routed to new tapered area.


EXIT
This storm water to be piped subsurface to nearby catch basin.


This catch basin will be repaired and cleaned.
Possible replacement. Note growing vegitation.


Catch basin to be replaced. Note ponding water at edges. Hole on right edge indicating structure's subsurface failure. Extensive vegitation growth.

AI-7713 **Topics of Discussion** **N.**

Council Work Session

Meeting Date:	07/06/2021		
Sports Commission			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/06/2021
Audio-Visual Needs:	None	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:			

Agenda Item Description or Legislation Title

Sports Commission

Purpose and Background

This agenda item was requested by Mayor Jeff Gore to discuss the possibility of creating a City Sports Commission.

Fiscal Impact

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

Attachments

No file(s) attached.