



**CITY OF HUBER HEIGHTS  
STATE OF OHIO**

**City Council Work Session**

**September 7, 2021**

**6:00 P.M.**

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

1. **Call Meeting To Order/Roll Call**
2. **Approval of Minutes**
  - A. August 31, 2021
3. **Work Session Topics Of Discussion**
  - A. City Manager Report
  - B. Water Bonds Refinancing Presentation
  - C. Issuance of Notes
    - \* Property Acquisition - City Administrative Offices
    - \* Property Acquisition - Governmental Facilities
    - \* Property Acquisition - Economic Development
  - D. County Assessments Authorization
  - E. Energy Aggregation Discussion
  - F. Chambersburg Road Widening Project - Phase IV - Contract Modification

- G. 2021 Sidewalk Program and Concrete Portion of the 2021 Street Program - Contract Modification
- H. Marian Meadows Demolition - Phase II - Award Contract
- I. Maintenance Cap Increase - Suez Water
- J. Jonetta Street Lift Station Discussion
- K. Redwood Development Agreement Amendment
- L. Carriage Trails Annexation Service Agreement
- M. Monita Field Parking/Amenities
- N. Baseball Field Maintenance Contract
- O. TJL-CES, LLC Purchase Agreement - Sale of Property
- P. Community Reinvestment Area (CRA) #6 - First Amendment
- Q. Community Reinvestment Area (CRA) #7 - Modification
- R. OneOhio Subdivision Settlement Participation Form – National Opioid Settlement
- S. Liquor Permit #58111440425 - Meijer Gas - 7266 Executive Boulevard
- T. Liquor Permit #3097970 - Marathon - 7851 Old Troy Pike
- U. City Manager Search Firm Proposals
- V. U.S. Census - Ward Redistricting

4. **Adjournment**



AI-7804

Topics of Discussion B.

**Council Work Session**

**Meeting Date:** 09/07/2021

Water Bonds Refinancing Presentation

**Submitted By:** Jim Bell

**Department:** Finance

**Division:** Accounting

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** SmartBoard

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Water Bonds Refinancing Presentation

**Purpose and Background**

Municipal Advisor Andy Brossart will make a presentation concerning an opportunity for the City to refinance water bonds issued in 2013 and 2014 for the purposes of financing a water tower, radio read water meters, water line construction, and water system improvements.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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AI-7801

Topics of Discussion C.

**Council Work Session**

**Meeting Date:** 09/07/2021

Issuance of Notes - Property Acquisition - City Administrative Offices - \$1,740,000

**Submitted By:** Jim Bell

**Department:** Finance

**Division:** Accounting

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** Yes

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

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**Agenda Item Description or Legislation Title**

Issuance of Notes

\* Property Acquisition - City Administrative Offices

**Purpose and Background**

The attached ordinance will allow the City to issue one-year notes in the amount of \$1,740,000 for the renewal of the notes issued in 2020 for the cost of the property acquisition which will be used as a site for City administrative offices. The estimated tax-exempt rate for this note is 0.50%. City Staff is requesting this ordinance be passed as emergency legislation, so the notes can be sold with two additional notes and the proceeds received prior to the maturity of the notes issued in 2020.

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**Fiscal Impact**

**Source of Funds:**

Notes

**Cost:**

\$1,740,000

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

No

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

**Financial Implications:**

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**Attachments**

Engagement Letter

Fiscal Officer Certificate

Ordinance

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August 20, 2021

**VIA E-MAIL**

Scott P. Falkowski  
Interim City Manager  
City of Huber Heights, Ohio  
6131 Taylorsville Road  
Huber Heights, Ohio 45424

**Re: City of Huber Heights, Ohio  
(Not to Exceed) \$3,543,000 Various Purpose Notes, Series 2021**

Dear Scott:

We are pleased that the City of Huber Heights, Ohio (the "*City*") has requested Squire Patton Boggs (US) LLP (the "*Firm*") to serve as the City's bond counsel in connection with the issuance of the referenced unvoted, general obligation bond anticipation notes (the "*Notes*").

The Firm's services will include those customarily provided by bond counsel in connection with issues such as the Notes, including the rendering of our legal opinion (the "*Bond Opinion*"), provided that the proceedings for the issuance of the Notes have been completed to our satisfaction. The Bond Opinion will address the legality, validity and binding effect of the Notes, the source of payment and security for the Notes, the excludability of interest on the Notes from gross income for federal income tax purposes, and certain other tax aspects of the Notes under federal law and under the laws of the State of Ohio. The Firm will address the Bond Opinion to the City and to the original purchaser and will deliver it on the date that the City delivers the Notes to the original purchaser in exchange for their purchase price. For those legal services, the Firm shall be paid just and reasonable compensation in an amount not expected to exceed \$12,750, and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services.

As the City's bond counsel, the Firm represents the City. The City is the Firm's client, and an attorney-client relationship will exist between the Firm and the City. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that, in this transaction, we represent only the City, that we are not counsel to any other party,

45 Offices in 20 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit [squirepattonboggs.com](http://squirepattonboggs.com) for more information.

Scott P. Falkowski  
August 20, 2021  
Page 2

and that we are not acting as an intermediary among the parties. Our representation of the City will not, however, affect our responsibility to render an objective Bond Opinion.

The City's proposed issuance of the Notes will involve an original purchaser and perhaps other parties. The Firm conducts a national practice in the area of public finance that involves the representation of issuers, underwriters and other parties in the issuance of governmental debt obligations. In addition, the Firm conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or may have represented the original purchaser of the Notes or other parties involved in the issuance of the Notes in matters unrelated to the City or its issuance of the Notes. The Firm may also commence such representations during the time it is serving the City as bond counsel for the Notes. Considering the lack of relationship that such other matters have to the City or to its issuance of the Notes, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the City as bond counsel for the Notes. We request that the City, by signing and returning a copy of this letter, acknowledge and consent to the Firm's serving the City as bond counsel for the issuance of the Notes though the Firm serves, may have served or may serve other parties to that issuance in other, unrelated matters.

The Firm appreciates the opportunity to represent the City in this transaction. Please signify that the City desires for the Firm to proceed with this engagement as described in this letter by signing a copy of this letter and returning it to us. Please retain the original for the City's files.

Very truly yours,

*Christopher J. Franzmann*

Christopher J. Franzmann

CJF/pf

**Engagement Letter Accepted:**

**CITY OF HUBER HEIGHTS, OHIO**

By: 

Printed: Scott P. Falkowski

Title: Interim City Manager

Dated: 8/24/21

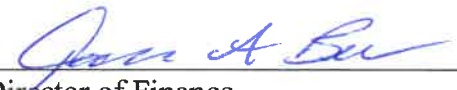
**SUPPLEMENTAL  
FISCAL OFFICER'S CERTIFICATE**

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

As fiscal officer of the City of Huber Heights, Ohio, and supplementing the fiscal officer's certificate of October 20, 2020, I certify in connection with your proposed issuance of notes in the maximum principal amount of \$1,740,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of acquiring certain real property which will be used as a site for City administrative offices, and providing for general site preparation thereof and improvements thereto, together with all necessary appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is thirty (30) years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is November 18, 2040.

Dated: Sept. 1, 2021

  
\_\_\_\_\_  
Director of Finance  
City of Huber Heights, Ohio

CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,740,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF ACQUIRING CERTAIN REAL PROPERTY WHICH WILL BE USED AS A SITE FOR CITY ADMINISTRATIVE OFFICES, AND PROVIDING FOR GENERAL SITE PREPARATION THEREOF AND IMPROVEMENTS THERETO, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-O-2448 passed October 26, 2020, notes in anticipation of bonds in the principal amount of \$1,740,000, dated November 18, 2020 (the “*Outstanding Notes*”), were issued for the purpose stated in Section 1, to mature on November 17, 2021; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3 to be issued in anticipation of the Bonds; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is thirty (30) years, and that the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is November 18, 2040.

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

Section 1. It is necessary to issue bonds of this City in the maximum principal amount of \$1,740,000 (the “*Bonds*”) for the purpose of paying the costs of acquiring certain real property which will be used as a site for City administrative offices, and providing for general site preparation thereof and improvements thereto, together with all necessary appurtenances thereto (the “*Improvement*”).

Section 2. The Bonds shall be dated approximately November 1, 2022, shall bear interest at the now estimated rate of 5.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment on the Bonds is estimated to be December 1, 2023.

Section 3. It is necessary to issue and this Council determines that notes in the maximum principal amount of \$1,740,000 (the “*Notes*”) shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the “*Certificate of Award*”) as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 5.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*").

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the Clerk of Council. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 5. The Notes shall be signed by the City Manager and Director of Finance, in the name of the City and in their official capacities; *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

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

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

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

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the

Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

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

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance, the Certificate of Award and the Note Purchase Agreement. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Note Purchase Agreement between the City and the original purchaser and now on file with the Clerk of Council is approved, and the City Manager and the Director of Finance are authorized to sign and deliver, on behalf of the City, the Note Purchase Agreement with such changes that are not inconsistent with the provisions of this Ordinance, are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance. Any such changes to the Note Purchase Agreement are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance shall be evidenced conclusively by the signing of the Note Purchase Agreement by the City Manager and the Director of Finance.

The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the City Manager, the Director of Finance, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award and the Note Purchase Agreement may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Note Registrar Agreement for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.



Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

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

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

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "*Code*") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

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

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

proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

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

Section 11. The Clerk of Council is directed to promptly deliver a certified copy of this Ordinance to the County Auditors of Miami and Montgomery Counties, Ohio.

Section 12. The Director of Finance is authorized to request a rating for the Notes from Moody’s Investors Service, Inc. or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The services of Bradley Payne, LLC., as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and

have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the inhabitants of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely acquire the Improvement; therefore, this Ordinance shall be in full force and effect immediately upon its passage.

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

#### **CERTIFICATE**

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

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

AI-7802

**Topics of Discussion**

**Council Work Session**

**Meeting Date:** 09/07/2021

Issuance of Notes - Property Acquisition - Governmental Facilities - \$1,803,000

**Submitted By:** Jim Bell

**Department:** Finance

**Division:** Accounting

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** Yes

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

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**Agenda Item Description or Legislation Title**

\* Property Acquisition - Governmental Facilities

**Purpose and Background**

The attached ordinance will allow the City to issue one-year notes in the amount of \$1,803,000 for the renewal of the notes issued in 2020 for the cost of the property acquisition which will be used for governmental facilities. The estimated tax-exempt rate for this note is 0.50%. City Staff is requesting this ordinance be passed as emergency legislation, so the notes can be sold, with two additional notes, and the proceeds received prior to the maturity of the notes issued in 2020.

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**Fiscal Impact**

**Source of Funds:**

Notes

**Cost:**

\$1,803,000

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

No

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

**Financial Implications:**

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**Attachments**

Engagement Letter

Fiscal Officer Certificate

Ordinance

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Christopher J. Franzmann  
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chris.franzmann@squirepb.com

August 20, 2021

**VIA E-MAIL**

Scott P. Falkowski  
Interim City Manager  
City of Huber Heights, Ohio  
6131 Taylorsville Road  
Huber Heights, Ohio 45424

**Re: City of Huber Heights, Ohio  
(Not to Exceed) \$3,543,000 Various Purpose Notes, Series 2021**

Dear Scott:

We are pleased that the City of Huber Heights, Ohio (the "*City*") has requested Squire Patton Boggs (US) LLP (the "*Firm*") to serve as the City's bond counsel in connection with the issuance of the referenced unvoted, general obligation bond anticipation notes (the "*Notes*").

The Firm's services will include those customarily provided by bond counsel in connection with issues such as the Notes, including the rendering of our legal opinion (the "*Bond Opinion*"), provided that the proceedings for the issuance of the Notes have been completed to our satisfaction. The Bond Opinion will address the legality, validity and binding effect of the Notes, the source of payment and security for the Notes, the excludability of interest on the Notes from gross income for federal income tax purposes, and certain other tax aspects of the Notes under federal law and under the laws of the State of Ohio. The Firm will address the Bond Opinion to the City and to the original purchaser and will deliver it on the date that the City delivers the Notes to the original purchaser in exchange for their purchase price. For those legal services, the Firm shall be paid just and reasonable compensation in an amount not expected to exceed \$12,750, and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services.

As the City's bond counsel, the Firm represents the City. The City is the Firm's client, and an attorney-client relationship will exist between the Firm and the City. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that, in this transaction, we represent only the City, that we are not counsel to any other party,

45 Offices in 20 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit [squirepattonboggs.com](http://squirepattonboggs.com) for more information.

Scott P. Falkowski  
August 20, 2021  
Page 2

and that we are not acting as an intermediary among the parties. Our representation of the City will not, however, affect our responsibility to render an objective Bond Opinion.

The City's proposed issuance of the Notes will involve an original purchaser and perhaps other parties. The Firm conducts a national practice in the area of public finance that involves the representation of issuers, underwriters and other parties in the issuance of governmental debt obligations. In addition, the Firm conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or may have represented the original purchaser of the Notes or other parties involved in the issuance of the Notes in matters unrelated to the City or its issuance of the Notes. The Firm may also commence such representations during the time it is serving the City as bond counsel for the Notes. Considering the lack of relationship that such other matters have to the City or to its issuance of the Notes, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the City as bond counsel for the Notes. We request that the City, by signing and returning a copy of this letter, acknowledge and consent to the Firm's serving the City as bond counsel for the issuance of the Notes though the Firm serves, may have served or may serve other parties to that issuance in other, unrelated matters.

The Firm appreciates the opportunity to represent the City in this transaction. Please signify that the City desires for the Firm to proceed with this engagement as described in this letter by signing a copy of this letter and returning it to us. Please retain the original for the City's files.

Very truly yours,

*Christopher J. Franzmann*

Christopher J. Franzmann

CJF/pf

**Engagement Letter Accepted:**

**CITY OF HUBER HEIGHTS, OHIO**

By: 

Printed: Scott P. Falkowski

Title: Interim City Manager

Dated: 8/24/21


**SUPPLEMENTAL  
FISCAL OFFICER'S CERTIFICATE**

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

As fiscal officer of the City of Huber Heights, Ohio, and supplementing the fiscal officer's certificate of October 20, 2020, I certify in connection with your proposed issuance of notes in the maximum principal amount of \$1,803,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of acquiring certain real property which will be used as a site for one or more governmental facilities, and providing for general site preparation thereof and improvements thereto, together with all necessary appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is thirty (30) years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is November 18, 2040.

Dated: Sept. 1, 2021

  
\_\_\_\_\_  
Director of Finance  
City of Huber Heights, Ohio

CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,803,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF ACQUIRING CERTAIN REAL PROPERTY WHICH WILL BE USED AS A SITE FOR ONE OR MORE GOVERNMENTAL FACILITIES, AND PROVIDING FOR GENERAL SITE PREPARATION THEREOF AND IMPROVEMENTS THERETO, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-O-2449 passed October 26, 2020, notes in anticipation of bonds in the principal amount of \$1,803,000, dated November 18, 2020 (the “*Outstanding Notes*”), were issued for the purpose stated in Section 1, to mature on November 17, 2021; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3 to be issued in anticipation of the Bonds; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is thirty (30) years, and that the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is November 18, 2040.

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

Section 1. It is necessary to issue bonds of this City in the maximum principal amount of \$1,803,000 (the “*Bonds*”) for the purpose of paying the costs of acquiring certain real property which will be used as a site for one or more governmental facilities, and providing for general site preparation thereof and improvements thereto, together with all necessary appurtenances thereto (the “*Improvement*”).

Section 2. The Bonds shall be dated approximately November 1, 2022, shall bear interest at the now estimated rate of 5.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment on the Bonds is estimated to be December 1, 2023.

Section 3. It is necessary to issue and this Council determines that notes in the maximum principal amount of \$1,803,000 (the “*Notes*”) shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the “*Certificate of Award*”) as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 5.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.



Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*").

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the Clerk of Council. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 5. The Notes shall be signed by the City Manager and Director of Finance, in the name of the City and in their official capacities; *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

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

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

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

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the

Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

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

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance, the Certificate of Award and the Note Purchase Agreement. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Note Purchase Agreement between the City and the original purchaser and now on file with the Clerk of Council is approved, and the City Manager and the Director of Finance are authorized to sign and deliver, on behalf of the City, the Note Purchase Agreement with such changes that are not inconsistent with the provisions of this Ordinance, are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance. Any such changes to the Note Purchase Agreement are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance shall be evidenced conclusively by the signing of the Note Purchase Agreement by the City Manager and the Director of Finance.

The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the City Manager, the Director of Finance, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award and the Note Purchase Agreement may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Note Registrar Agreement for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

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

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

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

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

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

proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

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

Section 11. The Clerk of Council is directed to promptly deliver a certified copy of this Ordinance to the County Auditors of Miami and Montgomery Counties, Ohio.

Section 12. The Director of Finance is authorized to request a rating for the Notes from Moody's Investors Service, Inc. or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The services of Bradley Payne, LLC., as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and

have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the inhabitants of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely acquire the Improvement; therefore, this Ordinance shall be in full force and effect immediately upon its passage.

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CERTIFICATE**

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

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

AI-7803

**Topics of Discussion**

**Council Work Session**

**Meeting Date:** 09/07/2021

Issuance of Notes - Property Acquisition - Economic Development - \$4,262,000

**Submitted By:** Jim Bell

**Department:** Finance

**Division:** Accounting

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** Yes

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

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**Agenda Item Description or Legislation Title**

\* Property Acquisition - Economic Development

**Purpose and Background**

The attached ordinance will allow the City to issue one-year notes in the amount of \$4,262,000 for the renewal of the notes issued in 2020 for the cost of the acquisition of properties which will be used for various economic development needs. The estimated taxable rate for this note is 0.75%. City Staff is requesting this ordinance be passed as emergency legislation, so the notes can be sold with two additional notes and proceeds received prior to the maturity of the notes issued in 2020.

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**Fiscal Impact**

**Source of Funds:**

Notes

**Cost:**

\$4,262,000

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

No

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

**Financial Implications:**

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**Attachments**

Engagement Letter  
Ordinance

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August 20, 2021

**VIA E-MAIL**

Scott P. Falkowski  
Interim City Manager  
City of Huber Heights, Ohio  
6131 Taylorsville Road  
Huber Heights, Ohio 45424

**Re: City of Huber Heights, Ohio  
(Not to Exceed) \$4,262,000 Special Obligation Nontax Revenue Notes, Series 2021B  
(Federally Taxable)**

Dear Scott:

We are pleased that the City of Huber Heights, Ohio (the "*City*") has requested Squire Patton Boggs (US) LLP (the "*Firm*") to serve as the City's bond counsel in connection with the issuance of the referenced unvoted, special obligation bond anticipation notes (the "*Notes*").

The Firm's services will include those customarily provided by bond counsel in connection with issues such as the Notes, including the rendering of our legal opinion (the "*Bond Opinion*"), provided that the proceedings for the issuance of the Notes have been completed to our satisfaction. The Bond Opinion will address the legality, validity and binding effect of the Notes, the source of payment and security for the Notes, and certain tax aspects of the Notes under the laws of the State of Ohio. The Firm will address the Bond Opinion to the City and to the original purchaser and will deliver it on the date that the City delivers the Notes to the original purchaser in exchange for their purchase price. For those legal services, the Firm shall be paid just and reasonable compensation in an amount not expected to exceed \$13,250, and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services.

As the City's bond counsel, the Firm represents the City. The City is the Firm's client, and an attorney-client relationship will exist between the Firm and the City. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that, in this transaction, we represent only the City, that we are not counsel to any other party,

45 Offices in 20 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit [squirepattonboggs.com](http://squirepattonboggs.com) for more information.

Scott P. Falkowski  
August 20, 2021  
Page 2

and that we are not acting as an intermediary among the parties. Our representation of the City will not, however, affect our responsibility to render an objective Bond Opinion.

The City's proposed issuance of the Notes will involve an original purchaser and perhaps other parties. The Firm conducts a national practice in the area of public finance that involves the representation of issuers, underwriters and other parties in the issuance of governmental debt obligations. In addition, the Firm conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or may have represented the original purchaser of the Notes or other parties involved in the issuance of the Notes in matters unrelated to the City or its issuance of the Notes. The Firm may also commence such representations during the time it is serving the City as bond counsel for the Notes. Considering the lack of relationship that such other matters have to the City or to its issuance of the Notes, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the City as bond counsel for the Notes. We request that the City, by signing and returning a copy of this letter, acknowledge and consent to the Firm's serving the City as bond counsel for the issuance of the Notes though the Firm serves, may have served or may serve other parties to that issuance in other, unrelated matters.

The Firm appreciates the opportunity to represent the City in this transaction. Please signify that the City desires for the Firm to proceed with this engagement as described in this letter by signing a copy of this letter and returning it to us. Please retain the original for the City's files.

Very truly yours,

*Christopher J. Franzmann*

Christopher J. Franzmann

CJF/pf

**Engagement Letter Accepted:**

**CITY OF HUBER HEIGHTS, OHIO**

By: 

Printed: Scott P. Falkowski

Title: Interim City Manager

Dated: 8/24/21



CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,262,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF ACQUIRING APPROXIMATELY 19.5 ACRES OF REAL PROPERTY NEAR THE INTERSECTION OF BRANDT PIKE AND FISHBURG ROAD AND PROVIDING FOR THE SITE PREPARATION THEREOF, ALL IN SUPPORT OF ECONOMIC DEVELOPMENT AND JOB CREATION WITHIN THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Huber Heights, Ohio (the “City”) is authorized by virtue of the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 165, Ohio Revised Code (the “Act”), among other things, to issue bonds or notes to acquire, construct, equip, furnish, or improve a “project” as defined in Section 165.01, Ohio Revised Code, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State of Ohio; and

WHEREAS, to facilitate the creation of jobs and employment opportunities and improving the economic welfare of the people of the City and of the State of Ohio, the City has determined to issue the Notes (described below) to acquire approximately 19.5 acres of real property near the intersection of Brandt Pike and Fishburg Road and provide for the site preparation thereof (the “Project”); and

WHEREAS, pursuant to Ordinance No. 2020-O-2450 passed October 26, 2020, notes in anticipation of bonds in the principal amount of \$4,262,000, dated November 18, 2020 (the “Outstanding Notes”), were issued for the purpose described in Section 2, to mature on November 17, 2021; and

WHEREAS, this City Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 4 and other funds available to the City.

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

Section 1. This City Council hereby determines that the Project is a “project” as defined in the Act and is consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution; that the utilization of the Project is in furtherance of the purposes of the Act and will benefit the people of the City and of the State by creating and preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State; and that the amount necessary to finance the Project will require the issuance, sale and delivery of the Notes (as defined below), which Notes shall be issued in anticipation of the Bonds (as defined below), and which Notes shall be payable and secured as provided herein.

Section 2. It is necessary to issue bonds of this City in the maximum principal amount of \$4,262,000 (the “Bonds”) for the purpose of paying the costs of acquiring approximately 19.5 acres of real property near the intersection of Brandt Pike and Fishburg Road and providing for the site preparation thereof, all in support of economic development and job creation within the City.

Section 3. The Bonds shall be dated approximately November 1, 2022, shall bear interest at the now estimated rate of 5.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment on the Bonds is estimated to be December 1, 2023.

Section 4. It is necessary to issue and this Council determines that notes in the maximum principal amount of \$4,262,000 (the “Notes”) shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 2 and to pay the costs of the Project and any financing costs. The principal amount of Notes to be issued (not to exceed the stated

maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 7 of this Ordinance (the "*Certificate of Award*") as the amount which is necessary to pay the costs of the Project and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 5.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 7 of this Ordinance. The Notes shall be issued pursuant to the Act, the Charter of the City, this Ordinance and the Certificate of Award.

Section 5. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*").

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the Clerk of Council. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 6. The Notes shall be signed by the City Manager and Director of Finance, in the name of the City and in their official capacities, *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

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

"*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect

transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

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

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

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

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 7. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance, the Certificate of Award and the Note Purchase Agreement. The Director of Finance shall sign the Certificate of Award referred to in Section 4 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price.

The Note Purchase Agreement between the City and the original purchaser and now on file with the Clerk of Council is approved, and the City Manager and the Director of Finance are authorized to sign and deliver, on behalf of the City, the Note Purchase Agreement with such changes that are not inconsistent with the provisions of this Ordinance, are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance. Any such changes to the Note Purchase Agreement are not materially adverse to the interests of the City and are approved by the City Manager and the Director of Finance shall be evidenced conclusively by the signing of the Note Purchase Agreement by the City Manager and the Director of Finance.

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

Section 8. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City)

shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award and the Note Purchase Agreement may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Note Registrar Agreement for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Fund (as described below).

Section 9. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 10. The Notes are special obligations of the City, the principal of and interest on which are payable solely from the proceeds of the Bonds and by a pledge of and lien on the Nontax Revenues established by and as provided in this Ordinance which are on deposit in the Bond Fund, all as described below. The City covenants that to the extent the Notes will not be paid fully from Nontax Revenues, it will do all things necessary for the issuance of the Bonds or renewal bond anticipation notes in an appropriate amount to provide for the payment of the principal of and interest on the Notes on the maturity date of the Notes.

There was heretofore created by the City a separate account within the Bond Retirement Fund named the Economic Development Bond Retirement Account (the "*Bond Fund*") into which Nontax Revenues shall be deposited in accordance with the following provisions.

The City hereby covenants and agrees that on or before any date on which principal or interest is payable on the Notes it shall deposit into the Bond Fund from Nontax Revenues selected by the City or proceeds from the Bonds or renewal bond anticipation notes as determined by the City, an amount equal to the amount of principal and/or interest due on the Notes on that date, less, in the discretion of the City, any interest earnings or other moneys accumulated in the Bond Fund which have not theretofore been used as a credit against a prior payment obligation. Moneys in the Bond Fund shall be used solely and exclusively to pay principal and interest on City obligations payable from the Nontax Revenues.

The City hereby covenants and agrees that so long as the Notes are outstanding, it will appropriate and maintain sufficient Nontax Revenues each year to make each payment due under this Section 10 and to pay principal and interest when due; *provided, however*, the amount of such appropriation may be reduced by the amount of any Bonds or renewal bond anticipation notes issued for the purpose of refunding the Notes and payments due hereunder and under the Notes are payable solely from the proceeds of the Bonds and the Nontax Revenues, which Nontax Revenues are hereby selected by the City pursuant to Section 165.12 of the Ohio Revised Code as moneys that are not raised by taxation. The Notes are not secured by an obligation or pledge of any moneys raised by taxation. The Notes do not and shall not represent or constitute a debt or pledge of the faith or credit or taxing power of the City, and the registered owners of the Notes have no right to have taxes levied by the City for the payment of principal of and interest on the Notes.

Nothing herein shall be construed as requiring the City to use or apply to the payment of principal of and interest on the Notes any funds or revenues from any source other than proceeds of the Bonds and Nontax Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Notes.

For purpose of this Ordinance, "*Nontax Revenues*" shall mean all moneys of the City which are not moneys raised by taxation, to the extent available for such purposes, including, but not limited to the following: (a) grants from the United States of America and the State of Ohio; (b) payments in lieu of taxes now or hereafter authorized by State statute; (c) fines and forfeitures which are deposited in the City's General Fund; (d) fees deposited in the City's General Fund from properly imposed licenses and permits; (e) investment earnings on the City's General Fund and which are credited to the City's General Fund; (f) investment earnings of other funds of the

City that are credited to the City's General Fund; (g) proceeds from the sale of assets which are deposited in the City's General Fund; (h) rental income which is deposited in the City's General Fund; (i) gifts and donations; and (j) proceeds from the sale of any portion of the Project.

Section 11. The Director of Finance is authorized and directed to provide the notification required by Section 165.03(D) of the Ohio Revised Code to the Director of the Ohio Development Services Agency.

Section 12. The Director of Finance is authorized to request a rating for the Notes from Moody's Investors Service, Inc. or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The services of Bradley Payne, LLC., as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Note Purchase Agreement and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the inhabitants of the City, and for the further reason that this Ordinance is required to be immediately effective in order to permit the City to issue the Notes under Chapter 165 of the Ohio Revised Code in order to create or preserve jobs and employment opportunities and improve the economic welfare of the people of the City and the State of Ohio and to enable the City to timely acquire the Project; therefore, this Ordinance shall be in full force and effect immediately upon its passage.

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **CERTIFICATE**

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

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

AI-7823

Topics of Discussion D.

**Council Work Session**

**Meeting Date:** 09/07/2021

County Assessments Authorization

**Submitted By:** Jim Bell

**Department:** Finance

**Division:** Accounting

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** Yes

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

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**Agenda Item Description or Legislation Title**

County Assessments Authorization

**Purpose and Background**

Montgomery County requires all communities to pass separate legislation for assessments that are to be added to the tax duplicate. Therefore, before the City can assess property for such things as annual sidewalk assessments, grass/weed charges, property maintenance abatement, unpaid water and sewer, etc., the City must pass legislation specifically identifying the property and the amount of the assessment. Assessments are based on collection for City services previously provided; therefore, City Staff are asking that this item be passed as emergency legislation.

Exhibit A, which provides all details of the assessments, is attached. City Staff request waiving of the second reading and approval of this legislation at the City Council Meeting on September 13, 2021 because that is the last opportunity (extended time) to present assessments for the 2021 property tax bills that residents will receive in 2022.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Ordinance  
Exhibit A

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

APPROVING INDIVIDUAL ASSESSMENTS AMOUNTS AND DIRECTING THE FINANCE DIRECTOR OR HIS/HER DESIGNEE TO CERTIFY THE AMOUNTS TO THE APPLICABLE COUNTY AUDITOR FOR COLLECTION, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 6, Article XVIII of the Ohio Constitution the General Assembly has enacted general laws stating purposes for which municipalities may assess specially benefited property; and

WHEREAS, these laws include Ohio Revised Code Sections 727.01, 727.011, 727.012, 727.013, 729.06, 729.11, 1710.01(h) and others, which authorize the City to levy and collect special assessments upon the abutting, adjacent, and contiguous, or other specially benefited, lots or lands in the municipal corporation, for among other things, any part of the cost connected with the improvement of any street, public road, place, boulevard, parkway, or park entrance or an easement of the municipal corporation; sidewalk construction; sewers; sewage disposal works and treatment plants, sewage pumping stations, water treatment plants, water pumping stations, reservoirs, and water storage tanks or standpipes, together with the facilities and appurtenances necessary and proper therefore; drains, storm-water retention basins, watercourses, water mains, or laying of water pipe; lighting; any part of the cost and expense of planting, maintaining, and removing shade trees thereupon; any part of the cost and expense of constructing, maintaining, repairing, cleaning, and enclosing ditches; and

WHEREAS, for such approved assessments, the County Auditor is to act at the direction, or on behalf, of a municipality with respect to collection of such assessments R.C. 727.30; (R.C. 727.33); and

WHEREAS, the General Assembly has also enacted laws that require a County Auditor to act at the direction, or on behalf, of a municipality with respect to collection of certain costs assessed to properties including but not limited to R.C 743.04, 715.261 and 731.51-54; and

WHEREAS, as a result of the foregoing, the City of Huber Heights has passed, and will in the future pass, laws to assess real property for all or part of the cost of a public improvement and/or certain permitted costs of abatement or collection, including but not limited to Ordinance No. 97-O-997 codified as Huber Heights Code Section 175.04 Assessments for Capital Improvement Projects (for sanitary sewer, water, sidewalks and drive aprons, roadways and storm sewers); Ordinance No. 90-O-419 codified as Huber Heights Code Section 919.01 (street lighting); Ordinance No. 2009-O-1771 codified as Huber Heights Code Section 929.16 (unpaid water service); Ordinance No. 1996-O-856 codified as Huber Heights Code Section 923.08 (unpaid sanitary sewer); Ordinance No. 2002-O-1325 codified as Huber Heights Code Section 922.32 (stormwater); Ordinance No. 2014-O-2096 codified as Huber Heights Code Section 521.11 (nuisance in the right of way); Huber Heights Code Section 911.02 (sidewalk repair); Ordinance No. 2002-O-1324 and No. 2011-O-1897 (weed cutting assessment); Huber Heights Code Sections 925.05 (lower Rip Rap Road sewer district assessment), 952.04 (nuisance abatement for false alarms), 521.081, (littering and deposit of garbage) and such other ordinances or resolution that may be passed from time to time pursuant to these codified laws; and

WHEREAS, in order to better track and account for authorized legal assessments and the amounts due to the City, City Council has determined it is in the best interest of the citizens to pass this Ordinance setting forward the applicable properties and assessment amounts to be certified to the County for collection; and

WHEREAS, the assessments set forth in Exhibit A have been authorized by the City Council of the City of Huber Heights and are required by law to be assessed and collected by the County on behalf of the City.

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



Section 1. The properties set forth on the attached Exhibit A, which is incorporated herein by this reference, are to be assessed in the amount also set forth on the applicable section of Exhibit A unless payment is made within the time frame set forth in the applicable section of Exhibit A.

Section 2. In the event a payment for the amount or any portion of the amount set forth in Exhibit A is received by the City prior to final assessment date set forth in Exhibit A, which is the same date set forth in the notice sent to such property owner, the Finance Director, or his/her designee is authorized to remove or revise such assessment from Exhibit A prior to certification to the County Auditor.

Section 3. The Finance Director or his/her designee is instructed to certify this Ordinance, including the final assessed properties in Exhibit A, to the applicable County Auditor for collection.

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

Section 5. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City, and for the further reasons that finalizing and certifying assessment at the earliest time is necessary to timely establish a lien and protect the City's interest in payment of amounts owed to the City; therefore, this Ordinance shall be in full force and effect immediately upon its passage

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31500	Grass/Weeds	P70 00202 0078	5811 Shore Dr	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 00202 0268	4033 Kennebec Ave	\$ 349.90	2021	February 2022
31500	Grass/Weeds	P70 00202 0275	4056 Catawba Ave	\$ 386.65	2021	February 2022
31500	Grass/Weeds	P70 00202 0358	4013 Champaign Ave	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 00202 0581	Rip Rap Rd(corner of Navajo Ave &	\$ 322.34	2021	February 2022
31500	Grass/Weeds	P70 00202 0604	6333 Blackfoot St	\$ 349.90	2021	February 2022
31500	Grass/Weeds	P70 00202 0728	6475 Rip Rap Rd	\$ 653.87	2021	February 2022
31500	Grass/Weeds	P70 00306 0018	7210 Kirkview Dr	\$ 322.34	2021	February 2022
31500	Grass/Weeds	P70 00315 0013	7240 Rustic Woods Dr	\$ 359.09	2021	February 2022
31500	Grass/Weeds	P70 00418 0005	5288-5290 Coco Dr	\$ 349.90	2021	February 2022
31500	Grass/Weeds	P70 00513 0011	8908 Gardengate Dr	\$ 322.34	2021	February 2022
31500	Grass/Weeds	P70 00516 0023	8909 Cypressgate Dr	\$ 340.71	2021	February 2022
31500	Grass/Weeds	P70 00611 0039	8299 Briar Ridge Ct	\$ 672.24	2021	February 2022
31500	Grass/Weeds	P70 00619 0058	6358 Greenfield Way	\$ 635.49	2021	February 2022
31500	Grass/Weeds	P70 00907 0033	4450 Lambeth Dr	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 00909 0044	5356 Mystic Dr	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 00911 0017	5189 Packard Dr	\$ 359.09	2021	February 2022
31500	Grass/Weeds	P70 00913 0004	4427 Kitridge Rd	\$ 930.27	2021	February 2022
31500	Grass/Weeds	P70 00913 0010	4457 Kitridge Rd	\$ 985.58	2021	February 2022
31500	Grass/Weeds	P70 00915 0018	4572 Korner Dr	\$ 994.77	2021	February 2022
31500	Grass/Weeds	P70 00915 0028	4510 Korner Dr	\$ 322.53	2021	February 2022
31500	Grass/Weeds	P70 01006 0053	5446 Tibet Dr	\$ 653.87	2021	February 2022
31500	Grass/Weeds	P70 01009 0021	5964 Tibet Dr	\$ 976.21	2021	February 2022
31500	Grass/Weeds	P70 01114 0034	7129 Troy Manor	\$ 340.90	2021	February 2022
31500	Grass/Weeds	P70 01202 0007	7249 Charnwood Dr	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 01313 0027	6912 Shellcross Dr	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 01404 0041	5479 Naughton Dr	\$ 653.87	2021	February 2022
31500	Grass/Weeds	P70 01409 0034	5838 Brandt Pike	\$ 663.05	2021	February 2022
31500	Grass/Weeds	P70 01410 0042	5850 Brandt Pike	\$ 994.58	2021	February 2022
31500	Grass/Weeds	P70 01410 0042	5850 Brandt Pk	\$ 331.72	2021	February 2022
31500	Grass/Weeds	P70 01411 0037	5773 Botkins Rd	\$ 644.68	2021	February 2022
31500	Grass/Weeds	P70 01417 0018	5788 Benedict Rd	\$ 699.80	2021	February 2022
31500	Grass/Weeds	P70 01502 0023	4530 Penhurst PL	\$ 1,418.17	2021	February 2022
31500	Grass/Weeds	P70 01505 0052	5325 Fishburg	\$ 663.05	2021	February 2022
31500	Grass/Weeds	P70 01505 0052	5325 Fishburg Rd	\$ 322.53	2021	February 2022
31500	Grass/Weeds	P70 01512 0043	5501 Moorefield Dr	\$ 1,003.77	2021	February 2022
31500	Grass/Weeds	P70 01602 0017	6142 Sanbury Dr	\$ 349.90	2021	February 2022
31500	Grass/Weeds	P70 01603 0038	5045 Chesham Dr	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 01610 0018	7039 Claybeck Dr	\$ 322.34	2021	February 2022
31500	Grass/Weeds	P70 01614 0047	6514 Rosebury Dr	\$ 681.43	2021	February 2022
31500	Grass/Weeds	P70 01616 0028	5956 Corsica Dr	\$ 653.87	2021	February 2022
31500	Grass/Weeds	P70 01617 0006	6627 Celestine St	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 01710 0010	6523 Highury Rd	\$ 349.90	2021	February 2022
31500	Grass/Weeds	P70 01718 0007	5656 Bellefontaine Rd	\$ 386.65	2021	February 2022
31500	Grass/Weeds	P70 01909 0019	5176 Old Troy Pike	\$ 340.71	2021	February 2022
31500	Grass/Weeds	P70 01911 0025	5507 Rockdell Ct	\$ 331.53	2021	February 2022
31500	Grass/Weeds	P70 01918 0001	5958 Old Troy Pike	\$ 349.90	2021	February 2022
31500	Grass/Weeds	P70 02021 0009	5985 Fox Trace Ct	\$ 644.68	2021	February 2022
31500	Grass/Weeds	P70 02027 0020	5675 Cottonwood Ct	\$ 1,270.98	2021	February 2022
31500	Grass/Weeds	P70 02205 0020	4699 Santa Anita Pl	\$ 368.28	2021	February 2022
31500	Grass/Weeds	P70 03904 0085	8701 Adams Rd	\$ 643.90	2021	February 2022
31500	Grass/Weeds	P70 03912 0079	5363 Tilbury Rd	\$ 1,894.96	2021	February 2022
31500	Grass/Weeds	P70 04005 0056	7605 Old Troy Pike	\$ 1,538.39	2021	February 2022
31500	Grass/Weeds	P70 04005 0100	7650 Waynetowne Bl	\$ 1,219.55	2021	February 2022
31500	Grass/Weeds	P70 04005 0141	7609 Old Troy Pike	\$ 1,712.95	2021	February 2022
			TOTAL GRASS/WEEDS	\$ 33,735.37		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31950	Property Maintenance	P70 03912 0079	5363 Tilbury Rd	\$12,916.65	2021	February 2022
31950	Property Maintenance	P70 01718 0007	5656 Bellefontaine Rd	\$763.13	2021	February 2022
31950	Property Maintenance	P70 01009 0008	5046 Sabra Ave	\$558.51	2021	February 2022
			TOTAL PROPERTY MAINT	\$12,916.65		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31850	Trash/Litter	P70 01502 0023	4530 Penhurst PL	\$567.90	2021	February 2022
31850	Trash/Litter	P70 04005 0100	7650 Waynetowne PL	\$935.50	2021	February 2022
31850	Trash/Litter	P70 01506 0008	6130 Ansbury Dr	\$425.87	2021	February 2022
31850	Trash/Litter	P70 03904 0085	8701 Adams Rd	\$382.27	2021	February 2022
31850	Trash/Litter	P70 00202 0534	4156 Navajo Ave	\$2,554.41	2021	February 2022
31850	Trash/Litter	P70 01408 0042	5701 Belmar Dr	\$3,682.15	2021	February 2022
			TOTAL TRASH/LITTER	\$8,548.10		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31322	Delq. Water	P70 00202 0677	6441 Rip Rap Rd	\$21.00	2021	February 2022
31322	Delq. Water	P70 00202 0710	6346 Apache St	\$1.13	2021	February 2022
31322	Delq. Water	P70 00202 0770	4037 Navajo Ave	\$1.10	2021	February 2022
31322	Delq. Water	P70 00202 1186	6475 Rip Rap Rd	\$4.82	2021	February 2022
31322	Delq. Water	P70 00619 0058	6358 Greenfield Way	\$95.11	2021	February 2022
31322	Delq. Water	P70 00911 0007	4351 Kitridge Rd	\$68.03	2021	February 2022
31322	Delq. Water	P70 00913 0002	4415 Kitridge Rd	\$126.32	2021	February 2022
31322	Delq. Water	P70 00913 0026	4675 Knob Hill Dr	\$125.81	2021	February 2022
31322	Delq. Water	P70 00914 0030	4541 Kapp Dr	\$64.37	2021	February 2022
31322	Delq. Water	P70 01008 0078	5784 Traymore Dr	\$152.91	2021	February 2022
31322	Delq. Water	P70 01009 0008	5046 Sabra Ave	\$83.43	2021	February 2022
31322	Delq. Water	P70 01107 0030	7420 Biscayne Ct	\$10.35	2021	February 2022
31322	Delq. Water	P70 01206 0027	6771 Pablo Dr	\$97.47	2021	February 2022
31322	Delq. Water	P70 01313 0027	6912 Shellcross Dr	\$297.59	2021	February 2022
31322	Delq. Water	P70 01502 0022	4540 Penhurst Pl	\$44.71	2021	February 2022
31322	Delq. Water	P70 01511 0035	5231 Fishburg Rd	\$60.18	2021	February 2022
31322	Delq. Water	P70 01512 0008	6379 Chippingdon Dr	\$35.47	2021	February 2022
31322	Delq. Water	P70 01610 0033	7017 Harshmanville	\$105.36	2021	February 2022
31322	Delq. Water	P70 01614 0047	6514 Rosebury Dr	\$150.49	2021	February 2022
31322	Delq. Water	P70 01905 0024	5068 Nebraska Ave	\$336.68	2021	February 2022
31322	Delq. Water	P70 01917 0022	7272 Charlesworth Dr	\$57.66	2021	February 2022
31322	Delq. Water	P70 01923 0002	5836 Old Troy Pk	\$2,604.96	2021	February 2022
31322	Delq. Water	P70 02205 0020	4699 Santa Anita Pl	\$76.15	2021	February 2022
31322	Delq. Water	P70 03903 0072	8984 Bellefontaine Rd	\$0.74	2021	February 2022
31322	Delq. Water	P70 03904 0012	7544 Chambersburg Rd	\$0.74	2021	February 2022
31322	Delq. Water	P70 03904 0041	8184 Chambersburg Rd	\$0.74	2021	February 2022
31322	Delq. Water	P70 03904 0085	8701 Adams Rd	\$97.27	2021	February 2022
31322	Delq. Water	P70 03908 0040	6980 Chambersburg Rd	\$0.74	2021	February 2022
31322	Delq. Water	P70 04002 0018	6409 Shull Rd	\$0.74	2021	February 2022
			TOTAL DELQ. WATER	\$4,722.07		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31103	Delq. Storm Water	P70 00202 0010	6141 Rip Rap Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0113	5819 Shore Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0173	6177 Apache St	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0212	6171 Pocahontas St	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0225	6035 Shore Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0275	4056 Catawba Ave	\$8.82	2021	February 2022
31103	Delq. Storm Water	P70 00202 0284	4086 Catawba Ave	\$17.64	2021	February 2022
31103	Delq. Storm Water	P70 00202 0330	6219 Apache St	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0358	4013 Champaign Ave	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0362	4029 Champaign Ave	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0376	6325 Champaign Ave	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0405	4026 Navajo Ave	\$4.41	2021	February 2022
31103	Delq. Storm Water	P70 00202 0456	6220 Apache St	\$22.05	2021	February 2022
31103	Delq. Storm Water	P70 00202 0534	4156 Navajo Ave	\$39.69	2021	February 2022
31103	Delq. Storm Water	P70 00202 0578	4180 Navajo Ave	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0604	6333 Blackfoot St	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0677	6441 Rip Rap Rd	\$10.14	2021	February 2022
31103	Delq. Storm Water	P70 00202 0710	6346 Apache St	\$4.41	2021	February 2022
31103	Delq. Storm Water	P70 00202 0710	6346 Apache St	\$11.25	2021	February 2022
31103	Delq. Storm Water	P70 00202 0712	6352 Apache St	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0753	4095 Navajo Ave	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0756	4087 Navajo Ave	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 0758	4079 Navajo Ave	\$15.44	2021	February 2022
31103	Delq. Storm Water	P70 00202 0770	4037 Navajo Ave	\$8.82	2021	February 2022
31103	Delq. Storm Water	P70 00202 1131	6030 Shore Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 1157	5810 Shore Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 1160	5790 Shore Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 1186	6475 Rip Rap Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 1200	6461 Rip Rap Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00202 1204	6255 Blackfoot St	\$4.41	2021	February 2022
31103	Delq. Storm Water	P70 00211 0001	7500 Bellefontaine Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00211 0006	8373 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00212 0001	7620 Walmac St	\$25.14	2021	February 2022
31103	Delq. Storm Water	P70 00212 0007	7593 Walmac St	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00213 0007	8489 Betal Ct	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00213 0009	7644 Walmac St	\$27.72	2021	February 2022
31103	Delq. Storm Water	P70 00213 0011	7671 Walmac St	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00214 0001	8320 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00512 0037	5919 Timbergate Tr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00513 0011	8908 Gardengate Dr	\$24.05	2021	February 2022
31103	Delq. Storm Water	P70 00515 0018	8941 Willowgate La	\$28.67	2021	February 2022

31103	Delq. Storm Water	P70 00518 0005	4169 Powell Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00603 0034	6372 Rolling Glen Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00611 0039	8299 Briar Ridge Ct	\$18.69	2021	February 2022
31103	Delq. Storm Water	P70 00619 0058	6358 Greenfield Way	\$13.62	2021	February 2022
31103	Delq. Storm Water	P70 00705 0002	6750 Brandt Pk	\$101.27	2021	February 2022
31103	Delq. Storm Water	P70 00801 0019	7209 Summerdale Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00902 0010	7742 Belleplain Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00906 0004	4343 Lambeth Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 00907 0030	4457 Longfellow Ave	\$30.06	2021	February 2022
31103	Delq. Storm Water	P70 00911 0007	4351 Kitridge Rd	\$8.09	2021	February 2022
31103	Delq. Storm Water	P70 00911 0052	4682 Kautz Dr	\$24.01	2021	February 2022
31103	Delq. Storm Water	P70 00913 0002	4415 Kitridge Rd	\$15.93	2021	February 2022
31103	Delq. Storm Water	P70 00913 0026	4675 Knob Hill Dr	\$18.09	2021	February 2022
31103	Delq. Storm Water	P70 00913 0036	4672 Longfellow Ave	\$16.62	2021	February 2022
31103	Delq. Storm Water	P70 00913 0037	4666 Longfellow Ave	\$23.64	2021	February 2022
31103	Delq. Storm Water	P70 00914 0030	4541 Kapp Dr	\$7.98	2021	February 2022
31103	Delq. Storm Water	P70 00915 0018	4572 Korner Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 01005 0040	4773 Rittenhouse Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 01008 0078	5784 Traymore Dr	\$14.18	2021	February 2022
31103	Delq. Storm Water	P70 01009 0008	5046 Sabra Ave	\$11.52	2021	February 2022
31103	Delq. Storm Water	P70 01013 0052	5724 Rousseau Dr	\$29.58	2021	February 2022
31103	Delq. Storm Water	P70 01014 0008	4860 Rittenhouse Dr	\$30.14	2021	February 2022
31103	Delq. Storm Water	P70 01106 0005	7350 Brandt Pk	\$21.03	2021	February 2022
31103	Delq. Storm Water	P70 01107 0030	7420 Biscayne Ct	\$3.57	2021	February 2022
31103	Delq. Storm Water	P70 01206 0027	6771 Pablo Dr	\$13.58	2021	February 2022
31103	Delq. Storm Water	P70 01305 0033	5575 Clagston Ct	\$24.08	2021	February 2022
31103	Delq. Storm Water	P70 01313 0013	7500 Shalamar Dr	\$21.53	2021	February 2022
31103	Delq. Storm Water	P70 01313 0027	6912 Shellcross Dr	\$15.97	2021	February 2022
31103	Delq. Storm Water	P70 01404 0012	4842 Nebraska Ave	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 01404 0041	5479 Naughton Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 01408 0018	5720 Botkins Rd	\$28.80	2021	February 2022
31103	Delq. Storm Water	P70 01410 0019	5929 Rosalie Rd	\$22.05	2021	February 2022
31103	Delq. Storm Water	P70 01502 0022	4540 Penhurst Pl	\$6.58	2021	February 2022
31103	Delq. Storm Water	P70 01505 0052	5325 Fishburg Rd	\$14.98	2021	February 2022
31103	Delq. Storm Water	P70 01511 0035	5231 Fishburg Rd	\$8.85	2021	February 2022
31103	Delq. Storm Water	P70 01512 0008	6379 Chippingdon Dr	\$1.68	2021	February 2022
31103	Delq. Storm Water	P70 01603 0010	4982 Queensbury Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 01610 0033	7017 Harshmanville	\$15.51	2021	February 2022
31103	Delq. Storm Water	P70 01614 0047	6514 Rosebury Dr	\$17.54	2021	February 2022
31103	Delq. Storm Water	P70 01616 0028	5956 Corsica Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 01709 0059	7031 Klyemore Dr	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 01712 0021	6420 Luton Ct	\$18.69	2021	February 2022
31103	Delq. Storm Water	P70 01905 0024	5068 Nebraska Ave	\$27.06	2021	February 2022
31103	Delq. Storm Water	P70 01917 0022	7272 Charlesworth Dr	\$8.09	2021	February 2022
31103	Delq. Storm Water	P70 01923 0002	5836 Old Troy Pk	\$174.72	2021	February 2022
31103	Delq. Storm Water	P70 02014 0001	8640 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 02021 0009	5985 Fox Trace Ct	\$24.68	2021	February 2022
31103	Delq. Storm Water	P70 02205 0020	4699 Santa Anita Pl	\$5.88	2021	February 2022
31103	Delq. Storm Water	P70 02210 0054	7409 Ballauer Pl	\$24.08	2021	February 2022
31103	Delq. Storm Water	P70 03901 0010	8610 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03901 0071	8836 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03902 0016	9160 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03902 0046	7300 New Carlisle Pk	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03902 0049	9304 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03902 0050	9340 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03902 0055	9341 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03903 0061	9367 Artz Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03903 0072	8984 Bellefontaine Rd	\$25.20	2021	February 2022
31103	Delq. Storm Water	P70 03903 0095	8040 Center Point 70 Blvd	\$211.08	2021	February 2022
31103	Delq. Storm Water	P70 03904 0006	7795 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03904 0012	7544 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03904 0019	8216 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03904 0038	7527 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03904 0041	8184 Chambersburg Rd	\$25.36	2021	February 2022
31103	Delq. Storm Water	P70 03904 0085	8701 Adams Rd	\$9.73	2021	February 2022
31103	Delq. Storm Water	P70 03904 0092	7850 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03905 0004	7780 Bellefontaine Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03905 0051	8098 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03905 0062	8125 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03905 0081	8767 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03905 0086	7707 Bellefontaine Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03905 0088	7815 Bellefontaine Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03906 0030	8485 Bellefontaine Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0017	7489 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0018	7440 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0022	6583 Fishburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0028	7405 Chambersburg Rd	\$26.46	2021	February 2022



31103	Delq. Storm Water	P70 03908 0029	6580 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0031	6616 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0040	6980 Chambersburg Rd	\$24.83	2021	February 2022
31103	Delq. Storm Water	P70 03908 0047	7020 Chambersburg Rd	\$27.72	2021	February 2022
31103	Delq. Storm Water	P70 03908 0054	6745 Fishburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0065	6535 Fishburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0083	7230 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0117	6871 Bellefontaine Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 0173	7318 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03908 9022	6585 Fishburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03909 0058	7459 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03911 0038	5730 Brandt Pk	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03912 0023	5119 Fishburg	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 03912 0079	5363 Tilbury Rd	\$493.75	2021	February 2022
31103	Delq. Storm Water	P70 04001 0006	6225 Taylorsville Rd	\$26.36	2021	February 2022
31103	Delq. Storm Water	P70 04001 0042	6775 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04002 0018	6409 Shull Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04003 0043	4316 Powell Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04003 0051	4280 Powell Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04003 0056	4366 Powell Rd	\$25.14	2021	February 2022
31103	Delq. Storm Water	P70 04003 0131	5543-5629 Old Troy Pk	\$524.87	2021	February 2022
31103	Delq. Storm Water	P70 04004 0017	4949 Chambersburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04005 0055	5201 Taylorsville Rd	\$309.77	2021	February 2022
31103	Delq. Storm Water	P70 04005 0055	5201 Taylorsville Rd	\$103.26	2021	February 2022
31103	Delq. Storm Water	P70 04006 0071	8169 Old Troy Pk	\$82.97	2021	February 2022
31103	Delq. Storm Water	P70 04007 0009	4460 Fishburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04007 0024	4214 Powell Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04007 0039	4250 Fishburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04007 0056	4242 Powell Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04008 0009	6240 Endicott Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04008 0016	6124 Endicott Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04008 0028	4517 Fishburg Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04009 0016	4246 Taylorsville Rd	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 04009 0055	7571 Bridgewater	\$26.46	2021	February 2022
31103	Delq. Storm Water	P70 50217 0047	5801 Troy Villa Blvd	\$26.46	2021	February 2022
			<b>TOTAL DELQ. STORM WATER</b>	<b>\$5,360.01</b>		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31324	Delq. Sewer	P70 00202 0010	6141 Rip Rap Rd	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0113	5819 Shore Dr	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0173	6177 Apache St	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0212	6171 Pocahontas St	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0225	6035 Shore Dr	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0275	4056 Catawba Ave	\$72.53	2021	February 2022
31324	Delq. Sewer	P70 00202 0284	4086 Catawba Ave	\$145.07	2021	February 2022
31324	Delq. Sewer	P70 00202 0330	6219 Apache St	\$186.10	2021	February 2022
31324	Delq. Sewer	P70 00202 0358	4013 Champaign Ave	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0362	4029 Champaign Ave	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0376	6325 Champaign Ave	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0405	4026 Navajo Ave	\$81.14	2021	February 2022
31324	Delq. Sewer	P70 00202 0456	6220 Apache St	\$181.34	2021	February 2022
31324	Delq. Sewer	P70 00202 0578	4180 Navajo Ave	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0604	6333 Blackfoot St	\$290.30	2021	February 2022
31324	Delq. Sewer	P70 00202 0677	6441 Rip Rap Rd	\$83.42	2021	February 2022
31324	Delq. Sewer	P70 00202 0710	6346 Apache St	\$36.27	2021	February 2022
31324	Delq. Sewer	P70 00202 0710	6346 Apache St	\$113.49	2021	February 2022
31324	Delq. Sewer	P70 00202 0753	4095 Navajo Ave	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0756	4087 Navajo Ave	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 0758	4079 Navajo Ave	\$123.89	2021	February 2022
31324	Delq. Sewer	P70 00202 0770	4037 Navajo Ave	\$72.53	2021	February 2022
31324	Delq. Sewer	P70 00202 1131	6030 Shore Dr	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 1157	5810 Shore Dr	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 1160	5790 Shore Dr	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 1186	6475 Rip Rap Rd	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 1200	6461 Rip Rap Rd	\$217.60	2021	February 2022
31324	Delq. Sewer	P70 00202 1204	6255 Blackfoot St	\$36.27	2021	February 2022
31324	Delq. Sewer	P70 00619 0058	6358 Greenfield Way	\$66.79	2021	February 2022
31324	Delq. Sewer	P70 00911 0007	4351 Kitridge Rd	\$47.21	2021	February 2022
31324	Delq. Sewer	P70 00913 0002	4415 Kitridge Rd	\$88.33	2021	February 2022
31324	Delq. Sewer	P70 00913 0026	4675 Knob Hill Dr	\$88.37	2021	February 2022
31324	Delq. Sewer	P70 00914 0030	4541 Kapp Dr	\$44.75	2021	February 2022
31324	Delq. Sewer	P70 01008 0078	5784 Traymore Dr	\$104.69	2021	February 2022
31324	Delq. Sewer	P70 01009 0008	5046 Sabra Ave	\$58.45	2021	February 2022
31324	Delq. Sewer	P70 01107 0030	7420 Biscayne Ct	\$13.25	2021	February 2022
31324	Delq. Sewer	P70 01206 0027	6771 Pablo Dr	\$68.32	2021	February 2022
31324	Delq. Sewer	P70 01313 0027	6912 Shellcross Dr	\$188.20	2021	February 2022

31324	Delq. Sewer	P70 01502 0022	4540 Penhurst Pl	\$31.46	2021	February 2022
31324	Delq. Sewer	P70 01511 0035	5231 Fishburg Rd	\$42.34	2021	February 2022
31324	Delq. Sewer	P70 01512 0008	6379 Chippingdon Dr	\$37.05	2021	February 2022
31324	Delq. Sewer	P70 01610 0033	7017 Harshmanville	\$74.13	2021	February 2022
31324	Delq. Sewer	P70 01614 0047	6514 Rosebury Dr	\$112.44	2021	February 2022
31324	Delq. Sewer	P70 01905 0024	5068 Nebraska Ave	\$228.81	2021	February 2022
31324	Delq. Sewer	P70 01917 0022	7272 Charlesworth Dr	\$40.44	2021	February 2022
31324	Delq. Sewer	P70 01923 0002	5836 Old Troy Pk	\$1,870.32	2021	February 2022
31324	Delq. Sewer	P70 02205 0020	4699 Santa Anita Pl	\$51.73	2021	February 2022
31324	Delq. Sewer	P70 04001 0006	6225 Taylorsville Rd	\$332.33	2021	February 2022
			<b>TOTAL DELQ. SEWER</b>	<b>\$8,493.36</b>		

AI-7815

Topics of Discussion E.

**Council Work Session**

**Meeting Date:** 09/07/2021

Energy Aggregation Discussion

**Submitted By:** Stephanie Wunderlich

**Department:** Engineering

**Division:** Engineering

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Energy Aggregation Discussion

**Purpose and Background**

Rich Surace from Energy Alliance will be discussing the upcoming new energy aggregation agreement and answer any questions. The old energy aggregation agreement expires at the end of December, 2021.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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AI-7775

Topics of Discussion F.

**Council Work Session**

**Meeting Date:** 09/07/2021

Chambersburg Road Widening Project - Phase IV - Contract Modification

**Submitted By:** Hanane Eisentraut

**Department:** Engineering

**Division:** Engineering

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Chambersburg Road Widening Project - Phase IV - Contract Modification

**Purpose and Background**

This legislation will authorize the City Manager to enter into a contract modification and increase The Kleingers Group contract by \$100,000 to cover the cost of the modification of the design and the additional studies required by the Ohio Department of Transportation (ODOT) to allow the City to move forward with the Chambersburg Road Widening Improvements - Phase IV Project.

Those modifications include the addition of a 10' dedicated multi-use trail facility on the north side of Chambersburg Road, sidewalk on the south side, submittal of level one Ecological Survey Report (ESR), update the required Feasibility Study of Phases IV, V, and VI, modification of the right of way plans and the legal descriptions for the right of way and temporary/permanent easements, management of the required public meeting in person and recorded/posted online meetings.

The Capital Fund will be utilized for the cost of the design modification of this project.

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**Fiscal Impact**

**Source of Funds:** Capital Fund

**Cost:** \$100,000

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

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT  
MODIFICATION WITH THE KLEINGERS GROUP FOR THE CHAMBERSBURG ROAD  
WIDENING IMPROVEMENTS – PHASE IV PROJECT.

WHEREAS, the City Council has applied and received a grant through Miami Valley Regional  
Planning Commission (MVRPC) for the construction of the Chambersburg Road Widening  
Improvements – Phase IV Project; and

WHEREAS, City Council had previously authorized the City Manager to enter into a contract  
with The Kleingers Group for the design of Chambersburg Road Widening Improvements –  
Phase IV Project at a cost not to exceed \$135,000.00; and

WHEREAS, it is necessary to increase the contract amount with The Kleingers Group to reflect  
the modification of the design and the additional studies required by Ohio Department of  
Transportation (ODOT) to allow the City to move forward with the Chambersburg Road  
Widening Improvements – Phase IV Project; 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 The  
Kleingers Group for the Chambersburg Road Widening Improvements – Phase IV Project by  
\$100,000.00 to a new total of \$235,000.00.

Section 2. Authorization is hereby given to compensate The Kleingers Group 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 the Ohio Revised Code.

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

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-7808

Topics of Discussion G.

**Council Work Session**

**Meeting Date:** 09/07/2021

2021 Sidewalk Program and Concrete Portion of the 2021 Street Program - Contract Modification

**Submitted By:** Hanane Eisentraut

**Department:** Engineering **Division:** Engineering

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 09/07/2021

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

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

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**Agenda Item Description or Legislation Title**

2021 Sidewalk Program and Concrete Portion of the 2021 Street Program - Contract Modification

**Purpose and Background**

This legislation will authorize the City Manager to enter into contract modification and increase the Multi-Task Construction contract by \$55,000 to cover the cost of reconstructing the handicap ramps on Old Troy Pike from Fishburg Road to the southern City Limit. This section of Old Troy Pike is scheduled to be paved in 2022 under the ODOT Urban Paving Program. The City is required at its own expense to modify the handicap ramps to be compliant with the American Disabilities Act (ADA). Multi-Task Construction was the lowest bidder for the Concrete Portion of 2021 Street Program and also had the lowest unit prices for the handicap ramps. This contractor agreed to modify the 28 handicap ramps on Old Troy Pike for the same unit prices as in the previous bid.

---

**Fiscal Impact**

**Source of Funds:** Street Capital Fund

**Cost:** \$55,000

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

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO 2021-R-

AMENDING RESOLUTION NO. 2021-R-6980 TO INCREASE THE NOT TO EXCEED AMOUNT FOR A PORTION OF THE 2021 SIDEWALK PROGRAM AND THE CONCRETE PORTION OF THE 2021 STREET PROGRAM.

WHEREAS, the City Council had previously authorized the City Manager to enter into a contract with Multi-Task Construction for Section C: Concrete Portion of 2021 Street Program at a cost not to exceed \$780,000.00; and

WHEREAS, Old Troy Pike (State Route 202) from Fishburg Road to the southern City limit will be paved in 2022 under Ohio Department of Transportation (ODOT) Urban Paving Program; and

WHEREAS, the handicap ramps are required to be reconstructed at City cost to comply with the American Disabilities Act (ADA) before the paving operation; and

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

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

Section 1. Section 3 of Resolution No. 2021-R-6980 is hereby amended to increase the not to exceed amount of the contract with Multi-Task Construction for Section C: Concrete Portion of 2021 Street Program by \$55,000.00 to a new total of \$835,000.00.

Section 2. Authorization is hereby given to compensate Multi-Task Construction 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-7809

Topics of Discussion H.

**Council Work Session**

**Meeting Date:** 09/07/2021

Marian Meadows Demolition - Phase II - Award Contract

**Submitted By:** Hanane Eisentraut

**Department:** Engineering

**Division:** Engineering

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Marian Meadows Demolition - Phase II - Award Contract

**Purpose and Background**

This legislation will authorize the City Manager to enter into a contract with Advanced Demolition Services as the lowest and best bidder for the Marian Meadows Demolition - Phase II Project at a cost not to exceed \$97,000. 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. Since the bid received was lower than the estimated cost, additional quantities at the unit price received in the bid for the parking lot cold planing were added to the contract to capitalize on the grant fund received.

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**Fiscal Impact**

**Source of Funds:** CDBG Grant and Note Proceeds

**Cost:** \$97,000

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

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

**Financial Implications:**

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**Attachments**

Bid Results

Resolution

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**CITY OF HUBER HEIGHTS**  
**SOUTHPOINTE CROSSING DEMOLITION PHASE II**  
**BID RESULT**  
**BID DATE: AUGUST 11, 2021**

CONTRACTOR'S NAME	BID AMOUNT	
Advanced Demolition	\$ 59,300	110 Calendar Days
	Bid Bond - Yes	
Steve Rauch	\$ 194,620	30 Calendar Days
	Bid Bond - Yes	
Durst Brothers	\$ 89,530	100 Calendar Days
	Bid Bond - Yes	
Charles Jergens	\$ 113,358	60 Calendar Days
	Bid Bond - Yes	
O'Rourke	\$ 112,265	30 Calendar Days
	Bid Bond - Yes	

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE MARIAN MEADOWS DEMOLITION – PHASE II PROJECT.

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

WHEREAS, City Council under Resolution No. 2021-R-7021, dated July 12, 2021, has previously authorized the securing of bids for the Marian Meadows Demolition – Phase II Project; and

WHEREAS, construction bids were properly received on August 11, 2021.

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

Section 1. The City Manager is hereby authorized to enter into a contract for the Marian Meadows Demolition – Phase II Project with Advanced Demolition Services as the lowest and best bidder at a cost not to exceed \$97,000.00 on the terms and conditions as substantially set forth in the bid documents.

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 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-7813

Topics of Discussion I.

**Council Work Session**

**Meeting Date:** 09/07/2021

Maintenance Cap Increase - Suez Water

**Submitted By:** Geri Hoskins

**Department:** Engineering

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Maintenance Cap Increase - Suez Water

**Purpose and Background**

Maintenance cap monies used by Suez Water Environmental, Inc. to date represents 92% of the total approved maintenance cap of \$160,000. A purchase order in the amount of \$160,000 is being requested to cover the estimated maintenance expenditures between now and the end of the year. The Maintenance Cap Summary attachment provides a full detail of the year's monthly expenditures up through August 31, 2021 and a calculation of the \$160,000 in additional monies needed before the end of the year.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Maintenance Cap Summary  
Resolution

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<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
Aqua-Line	\$ 764.60	Emergency leak detection services (7217 Taylorsville Rd)
Cummins Sales and Service	\$ 1,409.81	Renewal of semi-annual generator maintenance agreement at the Shop
Cummins Sales and Service	\$ 1,658.62	Renewal of semi-annual generator maintenance agreement at Brandt Pk
Element	\$ 1,069.89	Vehicle maintenance
Element	\$ 3,751.74	Vehicle maintenance
Lee Shellhaas	\$ 1,200.00	Concrete repair for mainbreak repair at corner of Hubbard and Alter
Lee Shellhaas	\$ 1,700.00	Concrete repair for mainbreak repair at 5716 Fisher Rd
OUPS	\$ 72.00	Monthly maintenance fee
Peterson Construction Company	\$ 3,770.00	Transfer pump replacement for caustic soda
Allied Technical Services Inc	\$ 3,493.52	Bypass pump for Apache lift station
Groundscape Maintenance	\$ 4,219.38	Yard repair due to mainbreak repair
C&S Solutions	\$ 137.93	Repair parts for pipe locator to mark main water lines
Core & Main	\$ 506.54	Angle valve repair
Core & Main	\$ 567.75	Hydrant repair
Core & Main	\$ 488.04	Mainbreak repair
Core & Main	\$ 739.91	Mainbreak repair
Carey Electric	\$ 210.00	Install electric to pump at Brandt Pk lift station
Carey Electric	\$ 140.00	Troubleshoot pump at Oaks lift station
Core & Main	\$ 573.55	Mainbreak repair
Core & Main	\$ 488.04	Mainbreak repair
Core & Main	\$ 244.02	Mainbreak repair
Carey Electric	\$ 411.00	Troubleshoot no power to control cabinet at Cosner lift station
Core & Main	\$ (326.47)	Hydrant expenses reversed. Billed as Third Party Damages.
<b>January</b>	<b>\$ 27,289.87</b>	

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
Buckeye Pumps	\$ 1,755.00	Pump repair at Shull Rd pump station
Element	\$ 4,072.85	Vehicle maintenance
Martin Marietta	\$ 3,252.39	Gravel for mainbreak repair
Martin Marietta	\$ 3,391.41	Gravel for mainbreak repair



OUPS	\$	1,538.12	Monthly maintenance fee & 2021 Annual Assessment Fee for OUPS
Treasurer State of Ohio	\$	270.00	SERC for RRRWTP for 2021
Treasurer State of Ohio	\$	190.00	SERC for NRWTP for 2021
Allied Technical Services	\$	3,206.77	Apache lift station bypass
Springer Enterprises	\$	175.00	Backflow recertification at RRRWTP
Springer Enterprises	\$	55.00	Backflow recertification at Admin Office
BL Anderson	\$	1,816.36	Element tubes for chemical feed pumps
Core & Main	\$	85.64	Angle valve repair
Core & Main	\$	173.16	Sewer repair
Core & Main	\$	1,267.32	Mainbreak repair
Core & Main	\$	645.32	Mainbreak repair
Core & Main	\$	(279.73)	Hydrant expenses reversed. Billed as Third Party Damages.

**February** **\$ 21,614.61**

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
Cummins	\$ 879.01	Generator repair at St Rt 40 booster station
Element	\$ 1,361.03	Vehicle maintenance
OUPS	\$ 32.00	Monthly maintenance fee
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair at 6811 Hubbard Dr
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair at 6231 Alter Rd
Lee Shellhaas	\$ 1,100.00	Concrete repair for mainbreak repair at corner of Holbrook and Alter
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair at 6535 Menlo Way
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair at 5871 Hinckley Dr
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair
Martin Marietta	\$ 890.76	Gravel for mainbreak repair
Martin Marietta	\$ 1,578.09	Gravel for mainbreak repair
Partin Trucking Inc	\$ 455.00	Dirt hauling for mainbreak repair
Buckeye Pumps	\$ 8,120.00	Replacement pump for residual station at RRRWTP
Buckeye Pumps	\$ 5,343.00	Pump repair at Apache lift station
Towner Filtration	\$ 5,190.60	Nano filtration cartridges
Carey Electric	\$ 738.00	Troubleshoot Bellefontaine Rd lift station
Terminix	\$ 64.50	Pest control for Admin Office

Carey Electric	\$	842.00	Check and repair motor at Shore lift station
Core & Main	\$	1,535.00	Hydrant repair
Core & Main	\$	426.52	Hydrant repair
Core & Main	\$	70.22	Angle valve repair
Core & Main	\$	1,934.56	Mainbreak and water line repair
Great Lakes Service & Supplies	\$	478.34	Vehicle maintenance - for Vaccon for sewer cleaning - main line root cutter m
Carey Electric	\$	657.00	Installed new starter at Heathermere lift station
Journey	\$	1,237.50	Sewer hauling for lift station
Core & Main	\$	1,449.21	Mainbreak and angle valve repair
Gasser's Garage	\$	490.00	Hauling of mainbreak dirt from mainbreak repairs
Best One	\$	427.04	Vehicle maintenance - Backhoe tire repair
Bob Sumerel Tire Company	\$	377.64	Vehicle maintenance - Backhoe tire repair
Leach Enterprises	\$	185.15	Repair at Apache lift station

**March** **\$ 40,862.17**

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
Allied Pump	\$ 5,457.06	Apached lift station bypass
Element	\$ 1,362.09	Vehicle maintenance
Lee Shellhaas	\$ 700.00	Concrete repair for mainbreak repair at corner of Alter & Holbrook
Lee Shellhaas	\$ 2,370.00	Concrete repair for mainbreak repair at 6485 & 6489 Rolling Glen
Lee Shellhaas	\$ 1,700.00	Concrete repair for mainbreak repair at 6111 & 6105 Holbrook
OUPS	\$ 40.00	Monthly maintenance fee
Martin Marietta	\$ 3,649.99	Gravel for mainbreak repair
Buckeye Pumps	\$ 2,892.00	Pump repair - Oaks lift station
Buckeye Pumps	\$ 5,343.01	Pump repair - Apache lift station
Buckeye Pumps	\$ 3,821.00	Pump repair - Cosner lift station
Civica	\$ 6,695.00	2021 license, support and maintenance for Authority billing software
M&R Electric	\$ 32.25	Electrical parts for repair at Elysian lift station
Core & Main	\$ 1,800.74	Mainbreak repair
Core & Main	\$ 378.50	Hydrant repair
USA Bluebook	\$ 366.78	Lift station maintenance - float switches
Core & Main	\$ 157.98	Service line repair

Gasser's Garage	\$	560.00	Dirt removal from mainbreak repair
Carey Electric	\$	363.00	Replace GFCI and wire pump at RRRWTP
Core & Main	\$	(1,876.82)	Hydrant expenses reversed. Billed as Third Party Damages.

**April** **\$ 35,812.58**

Vendor	Amount	Description
Element	\$ 1,314.28	Vehicle maintenance
OUPS	\$ 40.00	Monthly maintenance fee
Paulus Lawn and Landscape LLC	\$ 532.13	Grounds maintenance at Plants
Partin Trucking Inc	\$ 595.00	Dirt hauling for mainbreak repair
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair - 6605 Alter Rd
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair - Longford and Leycross
Core & Main	\$ 273.46	Mainbreak repair
Core & Main	\$ 189.25	Hydrant repair
Core & Main	\$ 1,839.12	Mainbreak repair
DeZurik	\$ 659.81	Repair parts for filter valves
Lowe's	\$ 292.67	Sump pump for Stonehurst
Lowe's	\$ 18.22	Items for sump pump for Stonehurst
Brehob	\$ 618.91	Air compressor dryers
Leach Enterprises	\$ 428.25	Repair to Heathermere lift station
Core & Main	\$ (1,002.32)	Hydrant expenses reversed. Billed as Third Party Damages.

**May** **\$ 7,798.78**

Vendor	Amount	Description
Element	\$ 1,547.71	Vehicle maintenance
OUPS	\$ 44.00	Monthly maintenance fee
Paulus Lawn and Landscape LLC	\$ 763.25	Grounds maintenance at Plants
Towner Filtration	\$ 5,388.40	Nano filtration cartridges
Buckeye Pumps	\$ (0.01)	Pump repair - Apache lift station - overage from AP accrual
Core & Main	\$ 919.48	Mainbreak repair
Core & Main	\$ 237.07	Hydrant repair

Core & Main	\$	1,006.52	Hydrant repair
Terminix	\$	68.80	Pest control for Admin Office
Assured Automation	\$	1,820.37	Digital positioner for filter valves (valve controller) - replacement of stock
Core & Main	\$	1,304.32	Mainbreak repair at Old Troy Pk
Gasser's Garage	\$	1,597.22	Hauling of dirt from mainbreak repair at Old Troy Pk
Quality Seasons	\$	2,231.11	Hauling of dirt from mainbreak repair at Old Troy Pk
MegaCity	\$	139.75	Annual inspection of wet sprinkler system at Plant
MegaCity	\$	711.85	Annual inspection of portable fire extinguishers for Admin Office, Shop and P

<b>June</b>	<b>\$ 17,779.84</b>
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Vendor	Amount	Description
Element	\$ 6,715.08	Vehicle maintenance
Best Equipment	\$ 496.36	Vehicle maintenance - Vac truck maintenance
Core & Main	\$ 1,229.81	Mainbreak repair
Core & Main	\$ 2,454.11	Mainbreak repair at Old Troy Pk
Core & Main	\$ 2,070.65	Mainbreak repair
Groundscape Maintenance	\$ 5,500.00	Turf renovation due to mainbreak repair
Martin Marietta	\$ 1,006.41	Gravel for mainbreak repair
Martin Marietta	\$ 2,098.47	Gravel for mainbreak repair
Martin Marietta	\$ 3,563.85	Gravel for mainbreak repair
Partin Trucking	\$ 525.00	Dirt hauling for mainbreak repair
Lee Shellhaas	\$ 1,150.00	Concrete repair for mainbreak repair - 7154 Chadbourne
Lee Shellhaas	\$ 3,600.00	Concrete repair for mainbreak repair - Old Troy Pk
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair - 6800 Locustview
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair - 5434 Pitcairn
Lee Shellhaas	\$ 1,150.00	Concrete repair for mainbreak repair - 6111 Holbrook
Lee Shellhaas	\$ 1,100.00	Concrete repair for mainbreak repair - Corner of Haddon and Hemingway
Commerce Controls Inc	\$ 1,100.00	PLC card for radio telemetry
Buckeye Pumps	\$ 5,876.00	Vitek lift station pump replacement
Paulus Lawn and Landscape LLC	\$ 886.88	Grounds maintenance at Plants
OUPS	\$ 32.00	Monthly maintenance fee
Regal Plumbing & Heating Co	\$ 1,314.00	Rebuild of air relief valves
Regal Plumbing & Heating Co	\$ 4,590.00	Rebuild of air relief valves

Core & Main	\$	188.62	Water line repair
Core & Main	\$	1,475.77	Mainbreak repair
Sparling Instruments	\$	954.50	RRRWTP Well #4 totalizer
Brehob	\$	911.09	Parts for air compressors that work the valves on the pressure filters
BL Anderson	\$	850.32	Chemical feed tubes
Core & Main	\$	700.78	Mainbreak and service line repair
BestOne Tire	\$	963.49	Vehicle maintenance - Vac truck tire repair
Zoro	\$	147.53	Vehicle maintenance - Vac truck hydraulic filters
Lavy Enterprises LLC	\$	849.40	Vehicle maintenance - Repair of backhoe
Leach Enterprises	\$	150.00	Repair at Apache lift station
Pickrel Bros	\$	156.98	Pressure regulator for water
Quality Seasons	\$	2,297.55	Yard repair due to mainbreak repair
Core & Main	\$	(589.78)	Hydrant expenses reversed. Billed as Third Party Damages.

**July** **\$ 57,514.87**

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
Carey Electric	\$ 260.00	Troubleshoot controller regarding pump motor
Core & Main	\$ 2,328.21	Mainbreak repair
Core & Main	\$ 2,311.38	Mainbreak repair
Lee Shellhaas	\$ 1,000.00	Concrete repair for mainbreak repair - Charnwood and Camerford
Element	\$ 2,423.59	Vehicle maintenance
Martin Marietta	\$ 294.60	Gravel for mainbreak repair
Martin Marietta	\$ 3,039.66	Gravel for mainbreak repair
Martin Marietta	\$ 299.66	Gravel for mainbreak repair
Regal Plumbing & Heating Co	\$ 4,590.00	Rebuild of 2 air relief valves
Regal Plumbing & Heating Co	\$ 1,314.00	Rebuild of air releive valves
Neptune Technology Group	\$ 2,899.92	Annual maintenance for software, belt clip and pocket proreader
Woolace Electric Corp	\$ 949.45	RRRWTP Well #6 repair
Best Equipment	\$ 820.27	Vehicle maintenance - Vac truck repair
Best Equipment	\$ 5,567.77	Vehicle maintenance - Vac truck repair
OUPS	\$ 92.00	Monthly maintenance fee
Paulus Lawn and Landscape LLC	\$ 682.63	Grounds maintenance at Plants

Vandalia Rental	\$	2,772.37	Rental of backhoe
Leach Enterprises	\$	115.00	Repair to Oaks lift station
Pickrel Bros	\$	1,019.32	Replacement of pressure regulator (Brandt south of 70)
Core & Main	\$	1,177.34	Mainbreak, service line and angle valve repair
RD Holder	\$	705.20	Vehicle maintenance - Vac truck repair
Zoro	\$	82.81	Vehicle maintenance - Vac truck repair
SecurCom	\$	386.25	Fire alarm inspection - recertify NF building
Pickrel Bros	\$	53.60	Plumbing supplies for NF skid #3
BL Anderson	\$	935.15	Tube elements for chemical feed supply
Core & Main	\$	32.85	Gasket for Vitek lift station
EJP	\$	345.61	Hydrant repair

<b>August</b>	<b>\$</b>	<b>36,498.64</b>	
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<b>Grand Total</b>	<b>\$</b>	<b>245,171.36</b>	
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<i>Main Breaks</i>	<i>\$</i>	<i>101,783.94</i>	
<i>Vehicle Maintenance</i>	<i>\$</i>	<i>34,534.11</i>	
<i>Lift Stations</i>	<i>\$</i>	<i>46,513.36</i>	
<i>Hydrants</i>	<i>\$</i>	<i>1,322.95</i>	
<i>Plants</i>	<i>\$</i>	<i>49,335.45</i>	
<i>Misc</i>	<i>\$</i>	<i>11,681.55</i>	
<b>YTD Total</b>	<b>\$</b>	<b>245,171.36</b>	

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

TO INCREASE THE NOT TO EXCEED MAINTENANCE CONTRACT AMOUNT AND  
AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT MODIFICATION  
WITH SUEZ WATER ENVIRONMENTAL SERVICES, INC.

WHEREAS, Suez Water Environmental Services, Inc. has operated the City's water and wastewater systems since September 29, 1995; and

WHEREAS, the City Charter requires that City Council approve all work performed by a single contractor in excess of \$25,000.00 in any given year; and

WHEREAS, the City has determined to increase the not to exceed amount of the contract to pay the auditors fees for this year's audit outside the contract and also to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay; and

WHEREAS, City Council agrees that it is prudent and cost effective to increase Suez Water Environmental Services, Inc. contract to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay.

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 modification to increase the maintenance contract amount for Suez Water Environmental Services, Inc. by \$160,000.00 for a new total of \$341,892.26.

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-7822

Topics of Discussion J.

**Council Work Session**

**Meeting Date:** 09/07/2021

Jonetta Street Lift Station Discussion

**Submitted By:** Hanane Eisentraut

**Department:** Engineering

**Division:** Engineering

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Jonetta Street Lift Station Discussion

**Purpose and Background**

This agenda item is for continued discussion concerning the private lift station on Jonetta Street.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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AI-7816

Topics of Discussion K.

**Council Work Session**

**Meeting Date:** 09/07/2021

Redwood Development Agreement Amendment

**Submitted By:** Scott Falkowski

**Department:** City Manager

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

**Motion/Ordinance/**

**Resolution No.:**

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**Agenda Item Description or Legislation Title**

Redwood Development Agreement Amendment

**Purpose and Background**

The City entered into the Red Buckeye Development Agreement in 2015 that addresses certain property located within Carriage Trails which is intended to be used for commercial projects. This Red Buckeye Development Agreement details the use of CRA incentives related to these projects. The City added certain property to the then existing CRA area to accomplish economic development. All of the property that was added to the CRA district was not covered within the Red Buckeye Development Agreement. The owners of certain other property, not covered under the Red Buckeye Development Agreement, but added to the CRA, have agreed to only request CRA exemption if agreed to in advance by the City and that the City may deny CRA exemption at its sole discretion. This allows the City to control the granting of CRA exemptions and binds future owners of these parcels to this agreement. An agreement was created for Redwood - Phase III, and the developer is ready to move to Phase IV.

This additional agreement allows for the next phase of the Redwood (Harrison) development. The previous phases did not include a portion of the Carriage Trails and Red Buckeye assessments; however, this phase on the involved parcel does. The agreement will allow for incentives within the CRA for the advancement of the project.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Resolution

Exhibit A

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

APPROVING THE EXECUTION OF THAT CERTAIN FIRST AMENDMENT TO REDWOOD DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUBER HEIGHTS, OHIO (“CITY”), DEC LAND CO. I LLC (“DEC”), AND REDWOOD USA LLC (“REDWOOD”) (THE “PARTIES”); AND GIVING CERTAIN DISCRETIONARY CONTROL TO THE CITY RELATIVE TO THE EXTENSION OF CRA RIGHTS TO CERTAIN PROPERTY OF THE PARTIES.

WHEREAS, DEC owns certain real property within the City (“Red Buckeye Developer Property”) wherein the DEC proposed to construct, or cause to be constructed, various development projects; and

WHEREAS, the City and DEC entered into a Red Buckeye Development Agreement dated September 28, 2015 to provide for the development of the Red Buckeye Developer Property; and

WHEREAS, the Parties entered into a Redwood Development Agreement dated June 12, 2019 (“Redwood Development Agreement”) to provide for the development of a portion of the Red Buckeye Developer Property for the purpose of causing to be constructed thereon approximately 82 single-story multi-family apartments known as Harrison III (“Redwood Apartment Project”); and the City passed Resolution No. 2019-R-6764 on June 10, 2019 approving the execution of the Redwood Development Agreement; and

WHEREAS, DEC and Redwood have entered into a Purchase Agreement effective April 29, 2021 to provide for the development of a portion of the Red Buckeye Developer Property for the purpose of causing to be constructed thereon approximately 34 single-story multi-family apartments to be known as Harrison IV (“Redwood Apartment Project-Harrison IV” or “Harrison IV”); and

WHEREAS, the Parties have entered into a First Amendment to Redwood Development Agreement (“First Amendment”), attached as Exhibit A (the “Property”); the Property is or will be covered by CRA Area #5; and the Parties desire to give to the City certain discretionary control over the use and application of the benefits of CRA #5 relative to the Property.

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

Section 1. The First Amendment, attached as Exhibit A, has been discussed by Council and it is determined that entering into the First Amendment is in the best interest of the City. The City Manager, for and in the name of this City, is hereby authorized to execute the Agreement, provided further that the approval of changes hereto by that official, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 2. This Council further hereby authorizes and directs the City Manager, the Director of Finance, the City Attorney, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution.

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

**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 Council of the City of Huber Heights, on \_\_\_\_\_, 2021. \_\_\_\_\_

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

## Exhibit A

### FIRST AMENDMENT TO REDWOOD DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDWOOD DEVELOPMENT AGREEMENT (the "First Amendment") is made and entered into this \_\_\_\_ day of August, 2021 (the "Effective Date"), by and between the **CITY OF HUBER HEIGHTS, OHIO** (the "City"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State") and its Charter; **DEC LAND CO. I LLC**, an Ohio limited liability company (the "Developer"); and **REDWOOD USA LLC**, an Ohio limited liability company ("Redwood"), and together with the City and Developer (the "Parties") and each of the Parties individually referred to herein as a "Party", under the circumstances summarized in the following recitals:

#### RECITALS:

**WHEREAS**, the Developer owns certain real property within the City ("Red Buckeye Developer Property") wherein the Developer proposed to construct, or cause to be constructed, various development projects;

**WHEREAS**, the City and Developer entered into a Red Buckeye Development Agreement dated September 28, 2015 to provide for the development of the Red Buckeye Developer Property;

**WHEREAS**, the Parties entered into a Redwood Development Agreement dated June 12, 2019 ("Redwood Development Agreement") to provide for the development of a portion of the Red Buckeye Developer Property for the purpose of causing to be constructed thereon approximately 82 single-story multi-family apartments known as Harrison III ("Redwood Apartment Project");

**WHEREAS**, the Developer and Redwood have entered into a Purchase Agreement effective April 29, 2021 to provide for the development of a portion of the Red Buckeye Developer Property (depicted and/or described on Exhibit A attached hereto) ("Harrison IV Property") for the purpose of causing to be constructed thereon approximately 34 single-story multi-family apartments ("Redwood Apartments") to be known as Harrison IV ("Redwood Apartment Project-Harrison IV" or "Harrison IV");

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, and to induce Developer to continue to proceed with the proposed development for Harrison IV, the Parties hereto agree and obligate themselves as follows:

Paragraph 1. Harrison IV. Developer and the City hereby confirm that the Harrison IV Property lies within the real property subject to the TIF Ordinance and CRA #5 Resolution. Except to the extent necessitated by the changes set forth herein, all references to the Redwood Apartment Property in the Redwood Development Agreement shall be deemed to include the Harrison IV Property, and all references to the Redwood Apartment Project in the Redwood Development Agreement shall be deemed to include Harrison IV.



## Paragraph 2. Modifications to the Redwood Development Agreement.

### A. Definitions

- a. For purposes of Harrison IV, the last sentence of the definition of "MSP First Payment Year" shall be deleted and replaced with the following: "However, in no event shall the first payment begin later than 2025 regardless of the status of or percentage of completion of the project."
- b. The Notice Address for Redwood shall be replaced with the following:  
7007 E. Pleasant Valley Road  
Independence, Ohio 44131  
Attn: Chief Legal Office  
Email: [Legal@byredwood.com](mailto:Legal@byredwood.com)

B. Section 4.1 The parties agree that Section 4.1 of the Agreement applies only to Harrison III, and is not reflective of or applicable to the Harrison IV Property.

### C. Section 4.11 Other Obligations of Redwood

1. Red Buckeye Assessment for Harrison IV. Redwood shall pay an annual assessment for construction of Red Buckeye Parkway, in the amount of \$9,180 (\$270 per Redwood Apartment, re-calculated to the extent more or less than 34 Redwood Apartments are constructed) plus any collection fee that may be imposed by the County, which annual amount shall be payable in calendar years 2022 through and including 2042, in semi-annual installments on or before the date required for payment of the assessment as required by law.

2. Payment of the Carriage Trails Parkway Assessment for Harrison IV. Redwood shall pay an annual assessment in the amount of \$680(\$20 per Redwood Apartment, re-calculated to the extent more of less than 34 Redwood Apartments are constructed) plus any collection fee that may be imposed by the County, which annual amount shall be payable in calendar years 2022 through and including 2032, in semi-annual installments as required by law.

3. Payment of the MSP Payments for Harrison IV. Redwood shall make the following MSP payments to the City in the following years in semi-annual installments, on or before the date required for payment as required by law:

For the Redwood Apartment Project-Harrison IV, the annual amount of the Minimum Service Payment shall equal:

<u>Year</u>	<u>Annual Amount</u>
MSP First Payment Year (i.e., 2023)	\$39,837
MSP Payment Years 1-15 (i.e., 2024-2036)	\$39,837
MSP Last Payment Year (i.e., 2037)	\$39,837

D. Except as expressly set forth herein, the Redwood Development Agreement is unmodified and in full force and effect. In the event of an inconsistency between the terms

of this First Amendment and the terms of the Redwood Development Agreement, the terms of this First Amendment shall control. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original copy of the agreement and all of which, when taken together, will be deemed one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: City Manager

By: \_\_\_\_\_

Printed: Gerald McDonald

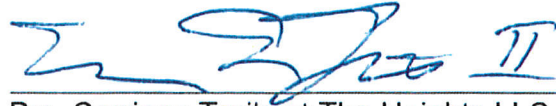
Title: City Attorney

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

DEC Land Co. I LLC



By: Carriage Trails at The Heights LLC  
Its: Managing Member  
By: William W. Keethler II, President

STATE OF OHIO                     )  
  ) SS:  
COUNTY OF FRANKLIN         )

On this 3<sup>rd</sup> day of August, 2021, before me a Notary Public personally appeared William W. Keethler II, President of Carriage Trails at The Heights LLC, Managing Member of DEC Land Co. I LLC, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of DEC Land Co. I LLC and the voluntary act and deed of DEC Land Co. I LLC. The Notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



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

  
\_\_\_\_\_  
Notary Public



REDWOOD USA LLC

By: David Conwill, Authorized Signer

STATE OF OHIO )

) SS:

COUNTY OF Cuyahoga )

On this 16 day of August, 2021, before me a Notary Public personally appeared David Conwill, Authorized Member, REDWOOD USA LLC, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of REDWOOD USA LLC and the voluntary act and deed of REDWOOD USA LLC. The Notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



Jocelyn B. Musarra  
Notary Public, State of Ohio  
My Commission Expires:  
April 5, 2026

Jocelyn B. Musarra  
Notary Public

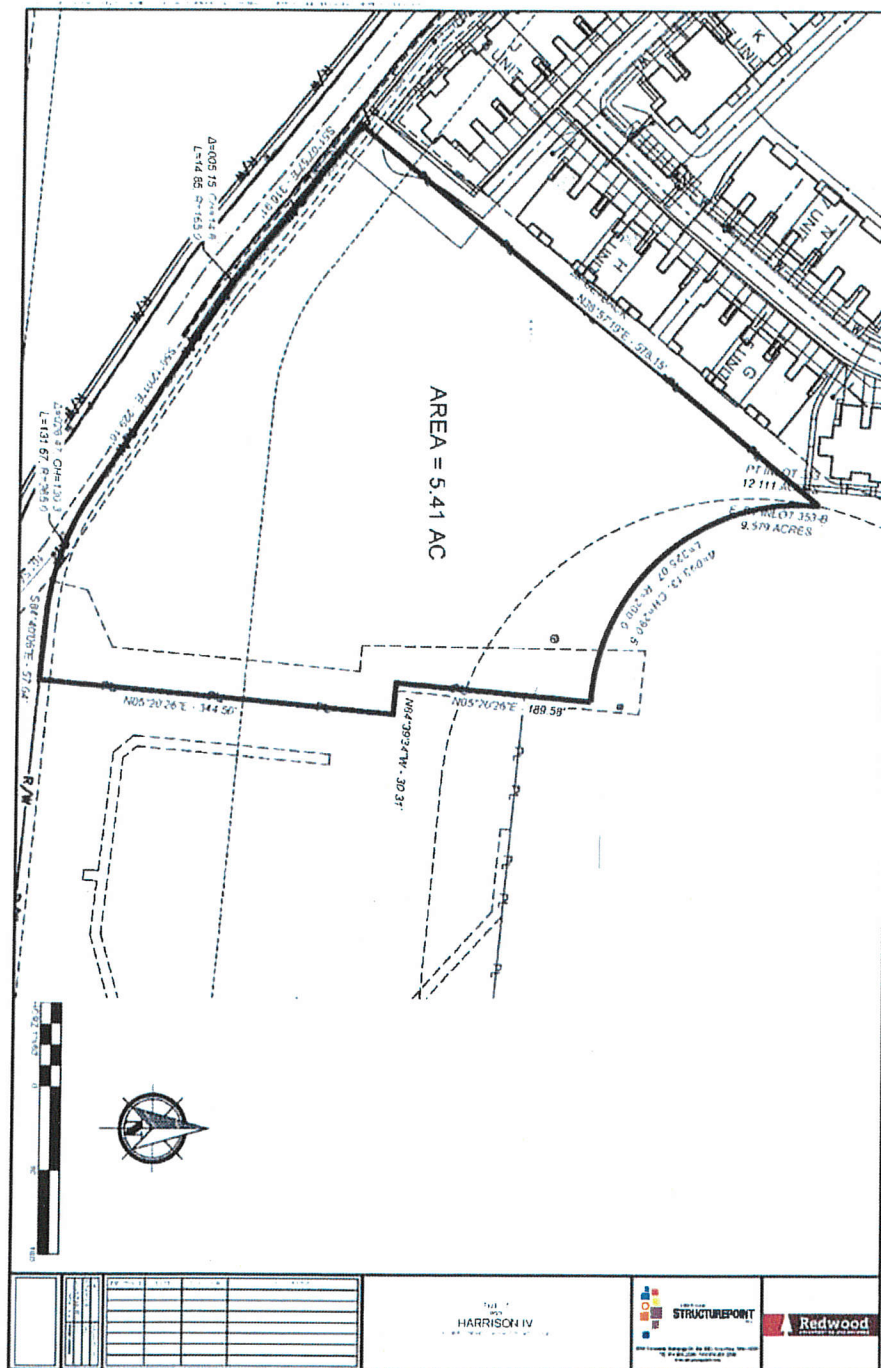
### **FISCAL OFFICER'S CERTIFICATE**

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
James A. Bell  
Director of Finance  
City of Huber Heights, Ohio

## 8



AI-7817

Topics of Discussion L.

**Council Work Session**

**Meeting Date:** 09/07/2021

Carriage Trails Annexation Service Agreement

**Submitted By:** Scott Falkowski

**Department:** City Manager

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 09/07/2021

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

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

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**Agenda Item Description or Legislation Title**

Carriage Trails Annexation Service Agreement

**Purpose and Background**

A petition is being filed to annex 233 acres along the north boundary of Huber Heights. Part of the process is for the City to provide a resolution stating that it will provide services for the area. The attached agreement allows for the City to place the land into a TIF district and allows for the developer to assign developer-funded special assessments for public infrastructure.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Agreement

Resolution

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## PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among CARRIAGE TRAILS AT THE HEIGHTS LLC (the "**Developer**"), and the CITY OF HUBER HEIGHTS, OHIO (the "**City**"), The Developer and the City are referred to collectively herein as the "**Parties**".

### **RECITALS:**

**WHEREAS**, the Developer owns or controls by contract approximately 233.280+/- acres of land (which land is depicted on **EXHIBIT A** attached hereto and owned by the several owners as described on **EXHIBIT B** attached hereto and referred to herein as the "**Property**"); and

**WHEREAS**, the Parties agree that it is in their mutual interest during the annexation process to enter into this Agreement for the mutual benefit of the Developer and the City; and

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein, the Developer and the City covenant and agree as follows:

### **Section 1. Annexation Petitions and Related Approvals.**

**A. Petition(s) for Annexation; Annexation.** The Developer agrees to prepare and file one or more petitions as required by the Ohio Revised Code ("**ORC**"), to annex the Property to the City. The annexation process shall be an "Expedited Type II" annexation as provided in ORC Section 709.023.

**B. City Service Resolution.** As required by the ORC, the City agrees to enact, prior to twenty (20) days after the date of filing the annexation petition(s) with the Board of County Commissioners of Miami County, Ohio (the "**Commissioners**"), the appropriate resolution of service (the "**Service Resolution**") stating the services that will be provided to the Property upon annexation. A copy of the proposed Service Resolution is attached hereto as **Exhibit C**.

### **Section 2. Development Considerations.**

**(i) TIF.** The Developer agrees to cooperate with the City to place Tax Increment Financing ("TIF") on the Property. The City will prepare all documents necessary to impose the TIF on the

Property and the Developer and the City will execute said documents after an agreement has been reached by the parties.

(ii) **Special Assessments.** The City agrees to approve developer-funded special assessments on terms consistent with those described in City Resolution No. 2021-R-7018 and City Ordinance No. 2021-O-2483. The terms of the special assessments will be negotiated by the parties and the parties will execute an agreement once the terms have been agreed upon.

**Section 3. Zoning Considerations.** The Developer has determined to seek zoning for a planned unit development designation similar to Carriage Trails. If, for any reason, the rezoning cannot be accomplished in a manner acceptable to the Developer and/or the rezoning is referred or defeated for any reason, and/or an ordinance, resolution or rule is enacted by the City that would adversely affect Developer's intended use of the Property, the City agrees, at the Developer's request, not to accept the annexation by allowing the 120-day acceptance period to expire and Developer may terminate this Agreement. If (i) the annexation approval occurs prior to or other than concurrently with the approval of the rezoning and the rezoning is subsequently not approved in a manner acceptable to the Developer; (ii) the annexation approval is referred to a vote of the electorate; or (iii) an ordinance, resolution or rule is enacted or adopted by the City that would adversely affect Developer's intended use of the Property, the City agrees, at the request of the Developer: (a) to reconsider the ordinance accepting the annexation and/or rescind, repeal and reject the annexation approval; or (b) to approve detachment/de-annexation from the City the part(s) of the Property and/or not oppose Developer's petition to detach/de-annex all or part the Property; and the Developer may terminate this Agreement.

**Section 4. Compliance.** Nothing in this Agreement shall abrogate the Parties hereto from the zoning, development plan, and subdivision platting process before the Planning Commission, Board of Zoning Appeals, if necessary, and before the City Council of the City.

**Section 5. Miscellaneous.**

**A. Intent of Parties.** This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, the City has authorized the execution of this Agreement.

**B. Public Notice and Hearings.** All public hearings will occur in accordance with the requirements of the ORC, the Rules of Regulations of the Board of County Commissioners pertaining to Annexations, and the ordinances of the City.

**C. Notices.** For purposes of this agreement, notices shall be addressed as follows:

**to the Developer at:**

Carriage Trails at The Heights LLC  
5131 Post Road, Suite 101  
Dublin, Ohio 43017  
Attn: William W. Keethler II  
[bkeethler@carriage-trails.com](mailto:bkeethler@carriage-trails.com)

**with a copy to:**

Jill S. Tangeman, Esq.  
Vorys, Sater, Seymour and Pease  
52 East Gay Street  
Columbus, Ohio 43215  
[jstangeman@vorys.com](mailto:jstangeman@vorys.com)

**to the City at:**

City of Huber Heights  
6131 Taylorsville Road  
Huber Heights, Ohio 45424  
Attn: Scott Falkowski, Interim City Manager  
[sfalkowski@hhoh.org](mailto:sfalkowski@hhoh.org)

**with a copy to:**

Gerald McDonald, Director of Law  
6131 Taylorsville Road  
Huber Heights, Ohio 45424  
[gmcdonald@pselaw.com](mailto:gmcdonald@pselaw.com)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their  
duly authorized representatives to be effective \_\_\_\_\_, 20\_\_.

CITY OF HUBER HEIGHTS, OHIO

APPROVED AS TO FORM FOR THE CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

STATE OF OHIO )

) SS:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public personally  
appeared \_\_\_\_\_, the authorized representative of the City of \_\_\_\_\_ Ohio, and  
acknowledged the execution of the foregoing instrument, and that the same is of the City of Huber  
Heights, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on  
the date and year aforesaid.

\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their  
duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DEVELOPER

CARRIAGE TRAILS AT THE HEIGHTS LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO                                 )  
  ) SS:  
COUNTY OF FRANKLIN                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public personally  
appeared William W. Keethler II, the authorized representative of Developer and acknowledged the  
execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of  
Developer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on  
the date and year aforesaid.

\_\_\_\_\_  
Notary Public

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

ADOPTING A STATEMENT INDICATING THE SERVICES THE CITY OF HUBER HEIGHTS, OHIO WILL PROVIDE TO THE TERRITORY PROPOSED TO BE ANNEXED TO THE CITY OF HUBER HEIGHTS PURSUANT TO A PETITION FILED WITH THE BOARD OF COMMISSIONERS OF MIAMI COUNTY BY LAND OWNERS (AS DEFINED BELOW), AS PROVIDED BY OHIO REVISED CODE SECTION 709.023.

WHEREAS, Gary L. Lavy, Successor Trustee (Parcel No. A01-012200), Gessaman Family Farm, LLC (Parcel Nos. A01-012300 and A01-044400) and Raymond E. and Kriss T. Haren (Parcel No. A01-015000) (collectively referred to as the "Land Owners"), have filed with the Board of Commissions of Miami County, a petition to annex to the City of Huber Heights approximately 233.280 acres of land within Bethel Township, Miami County Ohio, ("Township") as shown in the legal descriptions and map attached and incorporated as Exhibit A (the "Proposed Property");

WHEREAS, the Land Owners' property is contiguous to the City of Huber Heights Corporation limits as shown in Exhibit A; and

WHEREAS, pursuant to Ohio Revised Code Section 709.023, a special annexation procedure where land is not excluded from Township. the municipal corporation to which annexation is proposed shall adopt a resolution stating what services the municipal corporation will provide to the land petitioned to be annexed.

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

Section 1. The City of Huber Heights states that within a reasonable amount of time after completion of the annexation of the Proposed Property to the City of Huber Heights, which is anticipated to be approximately \_\_\_\_\_, 2021 it will provide to the newly annexed territory the following services:

Police and fire protection; paramedic and ambulance services; professional engineering staff; park and recreation programming; maintenance of any and all public streets and alleyways, falling within the jurisdiction and control of the City, keeping the same open, in repair, and free from nuisance; street lighting in accordance with any citywide plan/policy for streetlights; planning and development services; fire inspections; water service, sewer service in accordance with reasonable development needs of the Proposed Property and expansion ability of City; and any and all other services provided at the discretion of City of Huber Heights, which may be in addition to those services listed herein.

Section 2. If the Proposed Property is subject to zoning regulations adopted under either Chapter 303 or 519 of the Revised Code and once annexed becomes subject to City of Huber Heights zoning which permits uses in the annexed territory that the City determines are clearly incompatible with uses under current county or township zoning in the adjacent land remaining in the Township, the City of Huber Heights shall require, in the zoning ordinance permitting the incompatible use the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township.

Section 3. The Clerk of Council is hereby directed to file a certified copy of this legislation with the Board of County Commissioners for Miami County, Ohio within twenty days following the date that the petition was filed with the County.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in

such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

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 Council of the City of Huber Heights, on \_\_\_\_\_, 2021.

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

Exhibit A

DESCRIPTION OF 233.280 ACRES  
BETHEL TOWNSHIP, MIAMI COUNTY, OHIO  
FOR ANNEXATION TO THE CITY OF HUBER HEIGHTS

Situated in the State of Ohio, County of Miami, Township of Bethel, being parts of Sections 13, 19 and 20, Township 2, Range 9, Miami Rivers Survey, being all that property of Raymond E. & Kriss T. Haren, of record in Deed Book 616, Page 414, all that property of Gary L. Lavy, Trustee, of record in 2019OR-07903 (Tract I only), and all that property of Gessaman Family Farm LLC, of record in Deed Book 722, Page 610, all references herein being to the records of the Recorder's Office, Miami County, Ohio, and being more particularly described as follows:

Beginning at the southeasterly corner of the Haren property and in the existing northerly corporation line of the City of Huber Heights, of record in Plat Book 19, Pages 73 & 73A;

Thence along said corporation line the following courses:

1. North 84°20'09" West, a distance of 1677.87 feet to the southwesterly corner of the Lavy property 24.940-acre parcel;
2. North 5°13'29" East, a distance of 732.60 feet to the southeasterly corner of the Lavy 95-acre parcel;
3. North 84°54'54" West, a distance of 2678.46 feet to the southwesterly corner of the Gessaman Family Farm 25-acre parcel (part of Tract Two);
4. North 5°06'04" East, a distance of 614.38 feet to the southeasterly corner of the Gessaman Family Farm 14-acre parcel (Tract One);
5. North 84°34'07" West, a distance of 456.76 feet to the southwesterly corner of said 14-acre parcel;

Thence North 4°58'53" East, along the westerly line of said 14-acre parcel, a distance of 1337.64 feet to a point at the northwesterly corner of same;

Thence South 84°50'28" East, along the northerly line of said 14-acre parcel, a distance of 333.71 feet to a point;

Thence North 5°30'56" East, along the westerly line of a Gessaman Family Farm 1-acre parcel (part of Tract Two), a distance of 345.18 feet to a point in the centerline of U.S. Route 40;

Thence North 82°30'08" East, along said centerline, a distance of 251.02 feet to the northeasterly corner of another Gessaman Family Farm 1-acre parcel (part of Tract Two);

Thence South 4°37'18" West, along the easterly line of said 1-acre parcel, a distance of 400.50 feet to a point in the northerly line of said Gessaman Family Farm 25-acre parcel (part of Tract Two);

Thence South 84°54'42" East, along said northerly line and the northerly line of the Lavy 95-acre parcel, a distance of 1524.19 feet to a point at the southwesterly corner of the Lavy 20.32-acre parcel;

Thence North 4°37'18" East, along the westerly line of said 20.32-acre parcel, a distance of 743.04 feet to a point in the centerline of U.S. Route 40;

Thence North 82°20'47" East, along said centerline, a distance of 1071.14 feet the northeasterly corner of the Lavy 0.67-acre parcel;

Thence South 5°23'34" West, along the easterly line of said 0.67-acre parcel, a distance of 979.28 feet to the northwesterly corner of the Lavy 25-acre parcel;

Thence South 84°54'42" East, along the northerly line of said 25-acre parcel, a distance of 810.30 feet to the northeasterly corner of same;

Thence South 5°48'08" West, along the easterly line of said 25-acre parcel, a distance of 1353.47 feet to the northwesterly corner of the Haren 26.697-acre parcel;

Thence South 84°12'49" East, along the northerly line of said 26.697-acre parcel, a distance of 867.90 feet to the northeasterly corner of same;


Thence South 4°39'21" West, along the easterly line of said 26.697-acre parcel, a distance of 1339.13 feet to the place of beginning and containing 233.280 acres of land, 76.313 acres in Section 13, 132.453 acres in Section 19 and 24.514 acres in Section 20.

Total perimeter of this annexation area is 17,517 feet of which 6,160 feet is contiguous with the existing City of Huber Heights corporation line, producing a 35% perimeter contiguity.

Bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD 83.

This description was prepared by IBI Group Survey based on information obtained from partial field surveys, the Miami County Engineer's record of land surveys and the Miami County Recorder's deed records and plat records, in May 2021.



By   
David L. Chiesa                      Date 05/27/21  
Registered Surveyor No. 7740

AI-7814

Topics of Discussion M.

**Council Work Session**

**Meeting Date:** 09/07/2021

Monita Field Parking/Amenities

**Submitted By:** Scott Falkowski

**Department:** Planning

**Division:** Parks and Recreation

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

**Date(s) of Committee Review:** 08/17/2021 and 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Monita Field Parking/Amenities

**Purpose and Background**

When the project was bid for the Monita Field Skate Park, Wagner Pavings' bid had three parts. City Staff requested approval of one portion of that bid which was approved by City Council. This request is for approval of the other two sections for additional asphalt repair and paving from that original bid. As requested by City Council, an additional proposal has been provided to expand the parking lot for an additional 12 spaces. This earlier legislation is scheduled for a second reading at the September 13, 2021 City Council Meeting.

---

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Proposal

Proposal - Updated

Resolution - Revised

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# Proposal

## Wagner Paving, Inc.

P.O. Box B  
Laura, Ohio 45337  
Phone: (937) 947-1834  
Fax: (937) 947-1899

COMPANY: City of Huber Heights

PHONE: (937) 902-2279

DATE: 6/01/2021

EMAIL: [jking@hhoh.org](mailto:jking@hhoh.org)

SUBJECT: Monita Field Park

TO: Josh King

TOTAL PAGES: 1

JOB NUMBER: 21-0585

We hereby submit specifications and estimates for:

### **ASPHALT REPAIRS BASED ON APPROX. 200 SQ. YD.:**

1. Mill deteriorated areas to 3" depth.
2. Haul spoil off site.
3. Sweep and clean areas.
4. Apply liquid tack to vertical edges.
5. Place and compact 2" of #301 base asphalt.

**PRICE: \$6,240.00**

### **PARKING LOT ON RIGHT OF DRIVE BASED ON APPROX. 1,538 SQ. YD.:**

1. Mill existing area to approx. 10" depth.
2. Leave milling in place to be graded and re-compacted.
3. Remove and/or add necessary stone base to achieve desired grade.
4. Apply liquid tack to vertical edges.
5. Place and compact 2" of #301 base asphalt.

**PRICE: \$29,159.00**

### **TOTAL AREA INCLUDING DRIVE AND PARKING AREA BASED ON APPROX. 4,180 SQ. YD.:**

1. Mill existing asphalt where necessary to provide level transitions.
2. Clean and sweep area.
3. Apply liquid tack to entire area.
4. Place 1 1/2" compacted #448 Type 1 surface asphalt.
5. Stripe parking areas as existing.
6. Remove and re-set (35) existing parking blocks.

**PRICE: \$30,717.00**

**NOTE: NO permits, testing, #408 prime, traffic control, or signs included IF required.**

### **NON PREVAILING WAGE RATES**

### **TAX NOT INCLUDED**

### **1 MOVE IN 2021 ONLY**

#### **\*NOTES\***

#### **CONFIRMATION NEEDED WITHIN 15 DAYS TO LOCK IN PRICES.**

With the greatly fluctuating cost of asphalt, aggregate, and fuel prices, 2022 and beyond prices cannot be guaranteed at this time. Wagner Paving reserves the right to adjust price fluctuations positive or negative in regards to 2022 and beyond pricing as necessary.

Any reduction in units, quantities, or increases in mobilizations may result in an increase in cost.

All grade to be sound and within tolerance. 1 move in, all others **\$850.00** each. All traffic control by others. Any overage due to poor grade done by others will be paid for by owner.

**IF THIS IS ACCEPTED AS A CONTRACT, PLEASE SIGN AND RETURN.** Project will not be started until a signed contract is received by Wagner Paving, Inc. Upon acceptance, please also forward a Notice of Commencement and any applicable tax exempt forms. Net due 30 days from date of invoice. There will be a 1 1/2% (18% apr) service charge applied to all past due accounts.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We are an EEO employer.

**Acceptance of Proposal** -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

mb

Date of Acceptance: \_\_\_\_\_

Authorized  
Signature

  
**STEVE OVERHOLSER**

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## Proposal

# Wagner Paving, Inc.

P.O. Box B  
Laura, Ohio 45337  
Phone: (937) 947-1834  
Fax: (937) 947-1899

COMPANY: City of Huber Heights

PHONE: (937) 902-2279

DATE: 8-30-21

EMAIL: [jking@hhoh.org](mailto:jking@hhoh.org)

SUBJECT: Additional Parking at Monita Field Park

TO: Josh King

TOTAL PAGES: 1

JOB NUMBER: 21-0585

We hereby submit specifications and estimates for:

### **EXCAVATION BASED ON APPROX. 311 SQ. YD. INCLUDING PARKING AREA & SLOPING EMBANKMENT:**

1. Excavate area to proposed grade.
2. Remove section of concrete on East end of new section.
3. Remove brush and vegetation at East end of new section.
4. All spoil to be hauled off site.
5. Place, grade and compact 10" of 304 crushed concrete (112' x 20')
6. Place 2" of compacted Type 2 base asphalt.
7. Place 1.5" of compacted Type 1 surface asphalt.
8. Stripe area for 12 car spaces.
9. Place and pin used parking blocks.

**PRICE: \$23,484.00**

- Notes:**
1. Any tree removal of over 4" diameter will be charged labor & equipment.
  2. Any new 6' concrete parking blocks purchased & pinned @ \$80.00 each
  3. Seed and mulch dirt areas by owner.
  4. All work to be done at the same time as base bid.

Due to our current work under contract and the approaching fall weather conditions, Wagner Paving, Inc. cannot commit to a completion date at this time. In order for work to be considered for this fall, it is extremely important that Wagner Paving, Inc. receive a signed proposal as soon as possible. Prices will be held into 2022 if work cannot be completed until then.

**NOTE:** NO permits, testing, #408 prime, traffic control, or signs included IF required.

### **NON PREVAILING WAGE RATES**

### **TAX NOT INCLUDED**

### **1 MOVE IN 2021 OR 2022**

### **\*NOTES\***

### **CONFIRMATION NEEDED WITHIN 15 DAYS TO LOCK IN PRICES.**

With the greatly fluctuating cost of asphalt, aggregate, and fuel prices, 2022 and beyond prices cannot be guaranteed at this time. Wagner Paving reserves the right to adjust price fluctuations positive or negative in regards to 2022 and beyond pricing as necessary.

Any reduction in units, quantities, or increases in mobilizations may result in an increase in cost.

All grade to be sound and within tolerance. 1 move in, all others \$850.00 each. All traffic control by others. Any overage due to poor grade done by others will be paid for by owner.

**IF THIS IS ACCEPTED AS A CONTRACT, PLEASE SIGN AND RETURN.** Project will not be started until a signed contract is received by Wagner Paving, Inc. Upon acceptance, please also forward a Notice of Commencement and any applicable tax exempt forms. Net due 30 days from date of invoice. There will be a 1 1/2% (18% apr) service charge applied to all past due accounts.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We are an EEO employer.

**Acceptance of Proposal** -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

dc

Date of Acceptance: \_\_\_\_\_

Authorized  
Signature

  
**STEVE OVERHOLSER**

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Signature \_\_\_\_\_

Signature \_\_\_\_\_



CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE GRINDING AND REPAVING OF ASPHALT FOR THE MONITA FIELD SKATE AND BMX PROJECT.

WHEREAS, City Council has previously passed Resolution No. 2020-R-6932 approving the addition of a new amenity to the City's parks and recreation facilities for construction of a new multi-use Skate Park and BMX Track at Monita Field Park; and

WHEREAS, City Council under Resolution No. 2021-R-6998 has previously authorized the securing of bids for construction and installation of a multi-use Skate Park and BMX Track to be located within Monita Field Park; and

WHEREAS, bids were properly received on June 3, 2021.

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

Section 1. The City Manager is hereby authorized to enter into a contract for Scope Number Three of the Monita Field Park Skate Park and BMX Track Project for grinding and repaving of asphalt with Wagner Paving as the lowest and best bidder at a cost not to exceed \$35,400.00 on the terms and conditions as substantially set forth in the specifications of the contract.

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-7819

Topics of Discussion N.

**Council Work Session**

**Meeting Date:** 09/07/2021

Baseball Field Maintenance Contract

**Submitted By:** Josh King

**Department:** Planning

**Division:**

Parks and Recreation

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

**Date(s) of Committee Review:** 09/07/2021

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Baseball Field Maintenance Contract

**Purpose and Background**

Three City baseball fields at Thomas Cloud Park and Monita Field Park are in need of maintenance. Two quotes were received and no other companies were willing to provide quotes. The overall cost for the renovations and maintenance of the three baseball fields exceeds \$25,000, so the legislation attached is requesting to waive the competitive bidding requirements. This project was funded in the current City Budget.

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**Fiscal Impact**

**Source of Funds:** Parks and Recreation Fund

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Quotes

Resolution

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5062 Bantas Creek  
West Alexandria, OH 45381  
(937) 839-LAWN

Estimate No.

5164

## ESTIMATE

### Customer

Name City of Huber Heights: Thomas Cloud Field #1  
Address  
City State ZIP  
Phone

Date 5/7/2021

Order No.

Qty	Description	Unit Price	TOTAL
1	Field renovation of Field #1 Remove all bases/plate/pitching rubber Sod cut all existing infield grass to about 4' from foul lines and remove Sod cut outfield arc to approximately 4' further than existing arc to remove lip and make symmetrical Till in new topsoil and grade to proper slope to prepare for new sod Lay new turf type tall fescue large roll sod in infield Roll with 1.5 ton roller to lightly compact and crimp edges Apply starter fertilizer to new sod Incorporate 20 tons of Alvis Infield mix and 20 tons of Washington Ball Mix into skinned infield and grade to proper slope using professional dual slope laser grade machine. Roll to compact using 1.5 ton roller Incorporate/topdress 4 tons of Turface MVP infield conditioner Install new pitcher's mound at correct height and distance. (new rubber, mound blocks, mound clay) Install new home plate using clay blocks and pro mound clay in batters' boxes and install new bases at 90'	\$17,900.00	\$17,900.00
		SubTotal	\$17,900.00
		Taxes State	\$0.00
		<b>TOTAL</b>	<b>\$17,900.00</b>

☐  
☐  
☐

Office Use Only

THANKS FOR YOUR BUSINESS!

"Victory Will Look Its Best"



5062 Bantas Creek  
West Alexandria, OH 45381  
(937) 839-LAWN

Estimate No.

5165

## ESTIMATE

### Customer

Name City of Huber Heights- Monita Fields  
Address 5001 Fishburg Rd  
City Huber Heights State OH ZIP 45424  
Phone

Date 5/11/2021  
Order No.

Qty	Description	Unit Price	TOTAL
1	Renovate fields 1 and 2 at Monita Park Total kill both fields (round up) and remove vegetation Cut outfield arcs to correct depth and to help remove lips, replace arc with new large roll sod to make clean, symmetrical edge Incorporate 40 tons of Alvis Infield Mix into skinned infields (80 tons total) Roll to compact using 1.5 ton roller Laser grade skinned infields to correct grade/slope using professional dual slope laser grade machine Incorporate 4 tons of Turface Infield Conditioner into both skinned infields (8 tons total) Replace pitching rubbers and home plates and set new bases at desired length Rebuild mound to correct distance/height/slope on larger field Roll to compact skinned infields, nail drag, and finish drag	\$19,500.00	\$19,500.00
SubTotal			\$19,500.00
Taxes State			\$0.00
TOTAL			\$19,500.00



Office Use Only

THANKS FOR YOUR BUSINESS!

"Victory Will Look Its Best"



ATHLETIC FIELD CONTRACTORS

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**ATHLETIC FIELD CONTRACTORS**  
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TROY, OHIO

## Estimate/Contract Proposal

### CUSTOMER INFORMATION

City of Huber Heights  
Josh King

DATE

ESTIMATE NO.

3/15/2021

1857

ITEM	DESCRIPTION	QTY	COST	TOTAL COST
	Cloud Park - Field 1			
Veg. Co...	Vegetation/Round-Up Control	1	180.00	180.00T
Topo Su...	Use Laser Instrument to calculate grade slopes of Skinned Infield surface.	1	195.00	195.00T
Infield Lip	Infield Lip/Interface Removal	1	695.00	695.00T
Laser Gr...	Laser Grade/Level Skinned Infield with auto-grade master machine controlled box grader.	1	1,250.00	1,250.00T
Pitchers ...	Re-build/Re-define mound.	1	960.00	960.00T
Infield Mix	Processed Skinned Infield Ball Diamond Mix. Cost Includes Delivery, Placement on Sports Field, and Rough Grading. 100 Tons	1	6,250.00	6,250.00T
Roll/Co...	Vibratory Compact Skinned Infield Soils.	1	275.00	275.00T
Surface	Surface Type Soil Amendment. 3 Tons	3	650.00	1,950.00T
Sod	Install Big Roll Sports Turf Blend Sod. Sod back where lips were removed. Sod first and third base paths. (see drawing)	1	7,650.00	7,650.00T
Base/HP...	Bases, Base Anchors, Home Plate, Pitching Rubber, supply and install	1	995.00	995.00T
Mobiliza...	Mobilization of equipment to and from site to perform project.	1	475.00	475.00T
	Tax Ex.		0.00	0.00

TERMS: All accounts unpaid after 30 days from date of invoice will be charged a FINANCE CHARGE of 2% per month which is an ANNUAL PERCENTAGE RATE of 24%.

**TOTAL COST** \$20,875.00

MERCER GROUP, INC. and its employees are covered by general liability and workers' compensation insurance as required by Ohio law. MERCER GROUP, INC. is a certified Drug Free Workplace Company. MERCER GROUP, INC. workforce is OSHA certified.

*Bm*  
Troy S. Mercer, Vice President





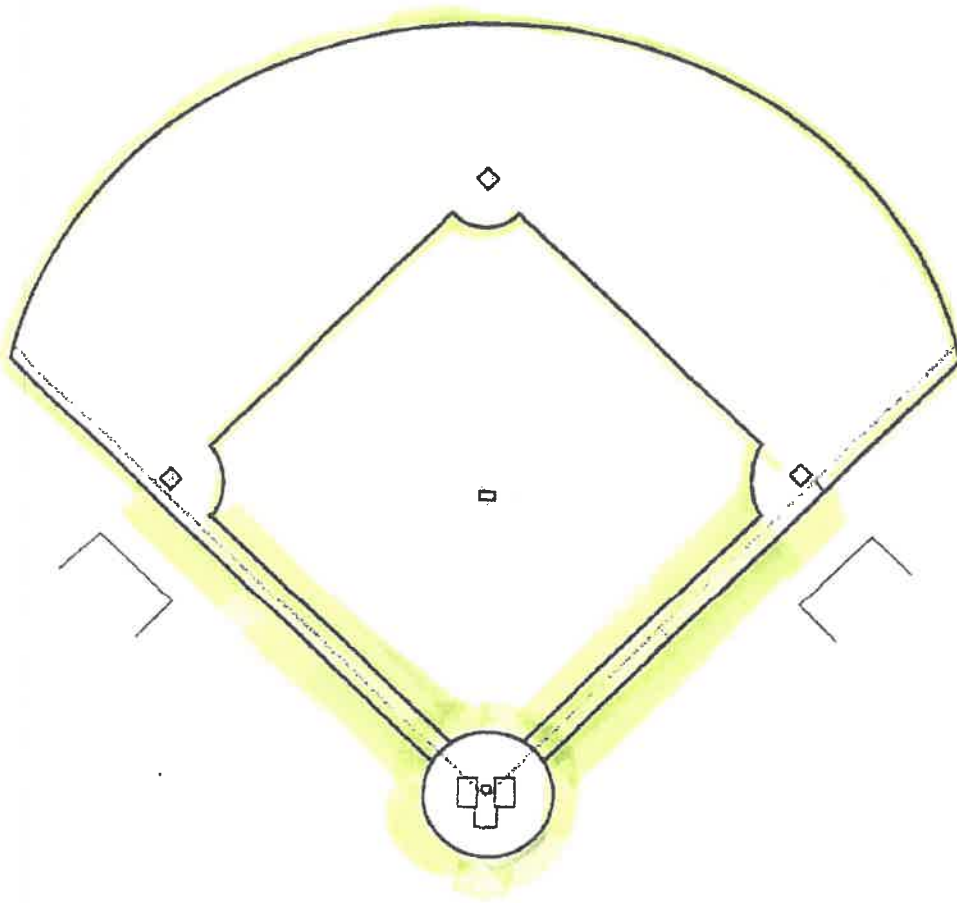
ATHLETIC FIELD CONTRACTORS

P O BOX 771, TROY, OH 45373 (937) 335-7100

School Name: CLOUD PARK

Field Name: 1

Date: 3-15-2021



Job Notes:

Attach with estimate # 1857



PROPOSED NEW SOD

SOD ENTIRE BASE PATH

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TROY, OHIO

## Estimate/Contract Proposal

CUSTOMER INFORMATION
City of Huber Heights Josh King

DATE	ESTIMATE NO.
3/15/2021	1858

ITEM	DESCRIPTION	QTY	COST	TOTAL COST
	Monita Park - Smaller field (East)			
Veg. Co...	Vegetation/Round-Up Control	1	135.00	135.00T
Topo Su...	Use Laser Instrument to calculate grade slopes of Skinned Infield surface.	1	195.00	195.00T
Infield Lip	Infield Lip/Interface Removal	1	525.00	525.00T
Laser Gr...	Laser Grade/Level Skinned Infield with auto-grade master machine controlled box grader.	1	995.00	995.00T
Infield Mix	Processed Skinned Infield Ball Diamond Mix. Cost Includes Delivery, Placement on Sports Field, and Rough Grading. 60 Tons	1	3,750.00	3,750.00T
Roll/Co...	Vibratory Compact Skinned Infield Soils.	1	275.00	275.00T
Turf	Surface Type Soil Amendment. 2 Tons	2	650.00	1,300.00T
Sod	Install Big Roll Sports Turf Blend Sod. Sod back where lips were removed in apron area. (see drawing)	1	1,500.00	1,500.00T
Base/HP...	Bases, Base Anchors, Home Plate, Pitching Rubber, supply and install	1	995.00	995.00T
Mobiliza...	Mobilization of equipment to and from site to perform project.	1	475.00	475.00T
	Tax Ex.		0.00	0.00

TERMS: All accounts unpaid after 30 days from date of invoice will be charged a FINANCE CHARGE of 2% per month which is an ANNUAL PERCENTAGE RATE of 24%.

**TOTAL COST \$10,145.00**

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*TSM*  
Troy S. Mercer, Vice President





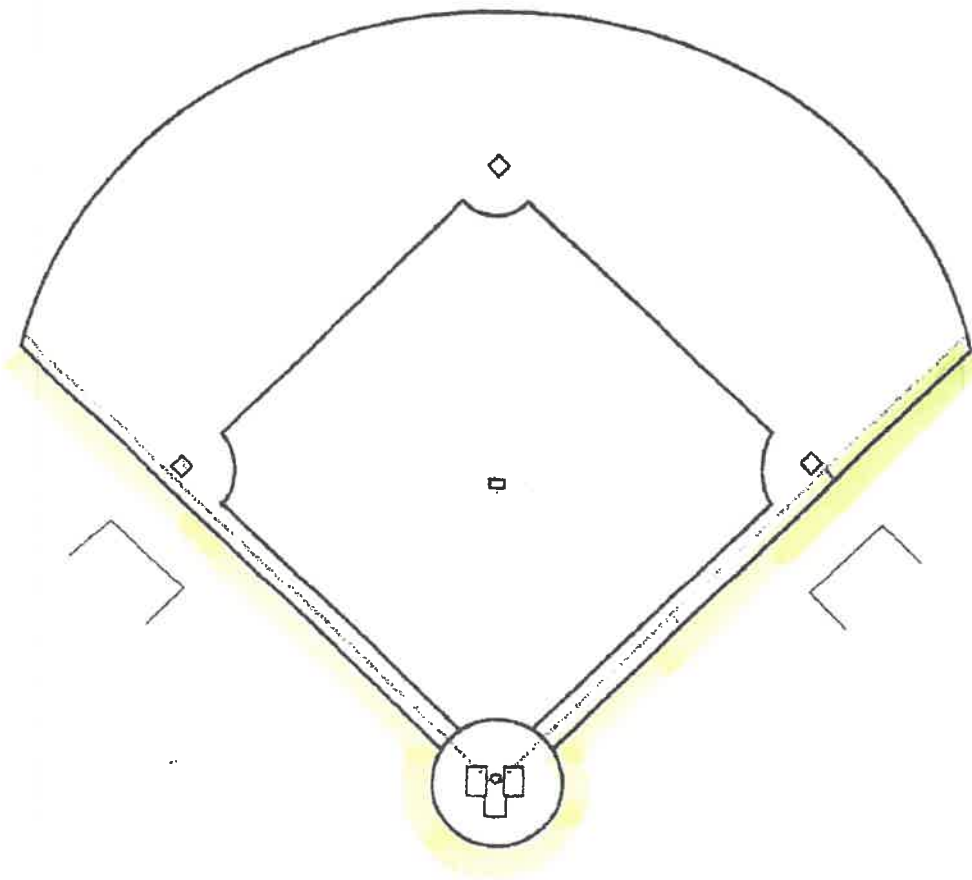
ATHLETIC FIELD CONTRACTORS

P O BOX 771, TROY, OH 45373 (937) 335-7100

School Name: MONITA PARK

Field Name: SMALLER FIELD (EAST)

Date: 3-15-2021



Job Notes:

Attach with estimate # 1858



PROPOSED NEW SOD

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ATHLETIC FIELD CONTRACTORS  
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TROY, OHIO

## Estimate/Contract Proposal

### CUSTOMER INFORMATION

City of Huber Heights  
Josh King

DATE

ESTIMATE NO.

3/15/2021

1859

ITEM	DESCRIPTION	QTY	COST	TOTAL COST
	Monita Park - Larger Field (West)			
Veg. Co...	Vegetation/Round-Up Control	1	165.00	165.00T
Topo Su...	Use Laser Instrument to calculate grade slopes of Skinned Infield surface.	1	195.00	195.00T
Infield Lip	Infield Lip/Interface Removal	1	595.00	595.00T
Laser Gr...	Laser Grade/Level Skinned Infield with auto-grade master machine controlled box grader.	1	1,100.00	1,100.00T
Infield Mix	Processed Skinned Infield Ball Diamond Mix. Cost Includes Delivery, Placement on Sports Field, and Rough Grading. 70 Tons	1	4,375.00	4,375.00T
Roll/Co...	Vibratory Compact Skinned Infield Soils.	1	275.00	275.00T
Surface	Surface Type Soil Amendment. 3 Tons.	3	650.00	1,950.00T
Sod	Install Big Roll Sports Turf Blend Sod. Sod back where lips were removed in apron area. (see drawing)	1	2,700.00	2,700.00T
Base/HP...	Bases, Base Anchors, Home Plate, Pitching Rubber, supply and install	1	995.00	995.00T
Mobiliza...	Mobilization of equipment to and from site to perform project.	1	475.00	475.00T
	Tax Ex.		0.00	0.00

TERMS: All accounts unpaid after 30 days from date of invoice will be charged a FINANCE CHARGE of 2% per month which is an ANNUAL PERCENTAGE RATE of 24%.

**TOTAL COST** \$12,825.00

MERCER GROUP, INC. and its employees are covered by general liability and workers' compensation insurance as required by Ohio law. MERCER GROUP, INC. is a certified Drug Free Workplace Company. MERCER GROUP, INC. workforce is OSHA certified.

*BM*  
Troy S. Mercer, Vice President



**MERCER  
GROUP, INC.**

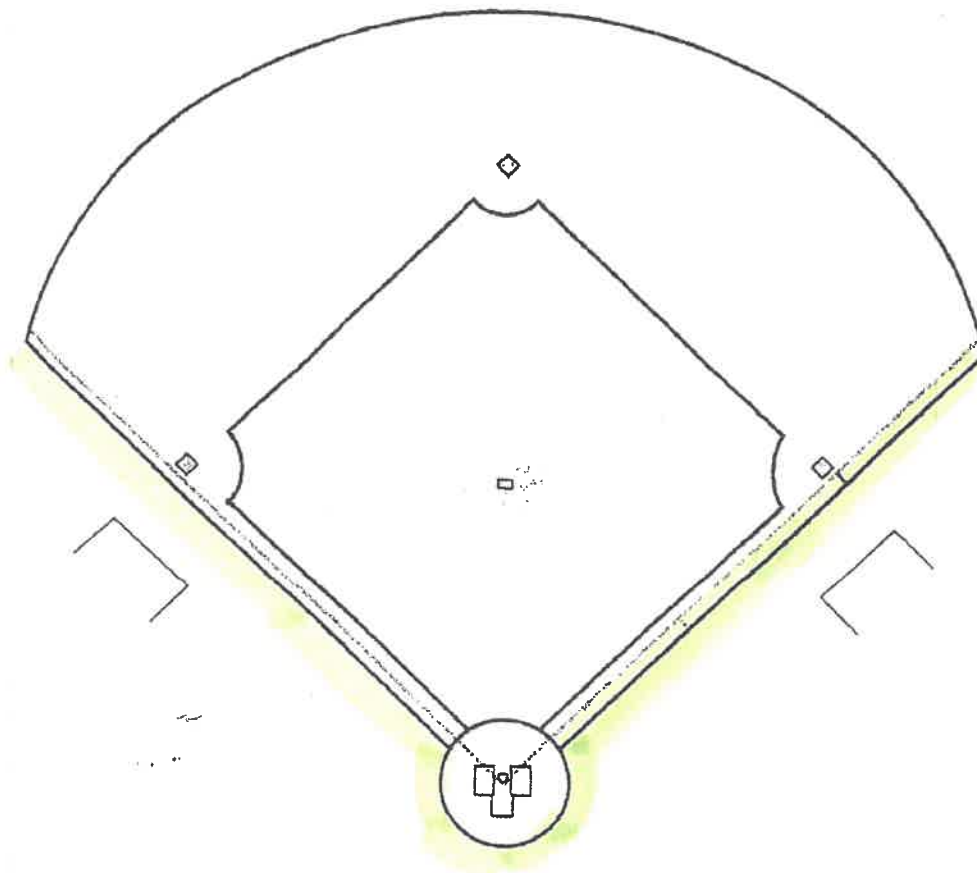
**ATHLETIC FIELD CONTRACTORS**

**P O BOX 771, TROY, OH 45373 (937) 335-7100**

School Name: MONITA PARK

Field Name: LARGER FIELD (WEST)

Date: 3-15-2021

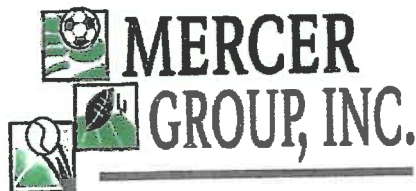


Job Notes:

Attach with estimate # 1859



PROPOSED NEW SOD



ATHLETIC FIELD CONTRACTORS  
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TROY, OHIO

### University and College Field References

The Ohio State University Softball Fields, Columbus, OH  
Ohio University Baseball & Football, Athens, OH  
Miami University Baseball & Football, Oxford, OH  
Urbana University Baseball, Urbana, OH  
West Virginia State University Baseball  
University of Cincinnati Baseball, Cincinnati, OH  
University of Cincinnati Practice Football Fields, Cincinnati, OH  
Ohio Christian University Baseball, Circleville, OH  
University of Dayton Baseball, Softball & Soccer Fields, Dayton, OH  
Edison College Baseball, Piqua, OH  
Wright State University Softball, Fairborn, OH

### Football Field References

Troy Memorial Stadium, Troy, OH  
Troy "Bob Ferguson" Field, Troy, OH  
Lima Stadium, Lima, OH  
Waynesville High School, Waynesville, OH  
Middletown Bishop Fenwick High School, Middletown, OH  
Valley View High School, Germantown, OH  
Versailles High School, Versailles, OH  
Troy Christian High School, Troy, OH  
Dixie (New Lebanon) High School, New Lebanon, OH  
Stebbins High School, Riverside, OH  
Cincinnati Hills Christian Academy High School, Cincinnati, OH  
Brookville High School, Brookville, OH  
Miami East High School, Casstown, OH

### Baseball and Softball Field References

The Ohio State University Softball Fields, Columbus, OH  
University of Dayton Softball, Dayton, OH  
Mechanicsburg High School Baseball and Softball, Mechanicsburg, OH  
City of Mason Sports Park, Mason, OH  
New Bremen High School Baseball and Softball, New Bremen, OH  
City of St. Marys Park District, St. Marys, OH  
Mason High School Baseball and Softball, Mason, OH  
Fort Loramie High School Baseball, Fort Loramie, OH  
Wright Patterson Air Force Base Softball Complex, Dayton, OH  
Centerville High School Softball, Centerville, OH  
Northmont High School Softball, Englewood, OH  
Sidney High School Baseball, Sidney, OH  
Edison College Baseball, Piqua, OH  
Lima Sr. High School, Lima, OH  
Newton High School, Pleasant Hill, OH  
Parkway High School, Rockford, OH

### Soccer Field References

Warrior Soccer Club Practice and Training Facility, Huber Heights, OH  
Yellow Springs Soccer Association, Yellow Springs, OH  
City of Troy Duke Park Soccer Fields, Troy, OH  
University of Dayton Soccer, Dayton, OH  
Piqua Wertz Stadium, Piqua, OH  
City of Sharonville Soccer Field, Sharonville, OH  
Franklin Monroe High School, Pittsburg, OH  
Dayton Dutch Lions, West Carrollton, OH

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Past Customer's that have used  
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Improvements.

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West Carrollton Schools  
Grove City High School  
Twin Valley High School  
Miami East High School  
Xenia High School  
Miami Valley School  
Huber Heights Wayne High School  
Covington OH Schools  
Arcanum High School  
Grandview Schools  
Tecumseh Schools  
Northeastern High School  
Olentangy High School  
Dayton Dragons Baseball  
Dixie Heights High School, KY  
Mississinawa High School  
West Virginia State University  
Urbana University  
Seneca East Local Schools  
Wright Patterson AFB Softball  
University of Dayton  
Milton Union High School  
Northridge High School  
Stebbins High School  
City of Troy Parks  
Tippecanoe High School  
Northmont High School  
Centerville High School  
Valley View Schools  
Delaware Hayes High School  
Troy Christian Schools  
Middletown Bishop Fenwick High School  
Versailles High School  
City of Tipp City Parks  
Columbus Academy  
Patterson Park Baseball  
Village of Botkins, OH  
City of St. Bernard Parks  
Orange High School  
City of Lebanon Parks  
Hamilton City Schools  
City of Brookville Parks  
Trotwood Madison High School  
Sidney High School  
Newton High School  
Cincinnati Sycamore Schools  
Troy High School  
City of Richmond, IN  
Oakwood High School  
Piqua City Schools  
Vandalia Butler High School  
Miami University  
Kenton Ridge High School  
Washington Courthouse High School  
Liberty High School  
Kettering Fairmont High School  
Hilliard Davidson High School  
Monroe High School  
Lakota East Schools  
Mason High School  
City of Mason Parks  
Bethel Schools  
Brookville High School  
Mechanicsburg High School  
Tri County North High School  
Otsego High School  
Newton Schools  
City of Sidney  
Springfield High School

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR BASEBALL FIELD RENOVATION AT THOMAS CLOUD PARK AND MONITA FIELD PARK AND WAIVING THE FORMAL BIDDING REQUIREMENTS.

WHEREAS, Baseball Field 1 at Thomas A. Cloud Park and Fields 1 and 2 at Monita Field Park are in need of renovation; and

WHEREAS, the cost of the project will be in excess of \$25,000; and

WHEREAS, two written quotes were obtained for said work; and

WHEREAS, the City Council may waive the competitive bidding requirements whenever it deems to be in the best interest of the City to do so as defined in Section 171.12 of the Codified Ordinances of the City of Huber Heights.

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

Section 1. The City Manager is hereby authorized to contract with Lawn Plus for renovation services for baseball fields at Thomas Cloud Park and Monita Field Park in an amount not to exceed \$40,000.00.

Section 2. Consistent with the provisions of the City Charter and the 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 that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-7807

Topics of Discussion 0.

**Council Work Session**

**Meeting Date:** 09/07/2021

TJL-CES, LLC Purchase Agreement - Sale of Property

**Submitted By:** Bryan Chodkowski

**Department:** Economic Development

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 09/07/2021

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

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

---

**Agenda Item Description or Legislation Title**

TJL-CES, LLC Purchase Agreement - Sale of Property

**Purpose and Background**

The City has negotiated a Purchase Agreement for TJL-CES, LLC to purchase ~1 acre of City-owned property located at the northwest intersection of Brandt Pike and Meijer Access Drive. The agreed upon purchase price is \$150,000 per acre which is in line with recent appraisal values. The purchaser intends to construct a limited, quick service restaurant. This agreement also presents future outlot development opportunities on Meijer Access Drove.

The agreement has been reviewed by the Law Director and it is City Staff's recommendation that City Council approve the proposed purchase agreement.

---

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

---

**Attachments**

Resolution

Exhibit A

---

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH TJL-CES, LLC.

WHEREAS, the City seeks to invigorate economic development; and

WHEREAS, the City has negotiated a Purchase Agreement with TJL-CES, LLC to purchase approximately one acre of the Lehman Farm from the City located at the northwest corner of Brandt Pike (State Route 202) and Meijer Access Drive.

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 a Purchase Agreement with TJL-CES, LLC as approved by the Law Director and attached hereto as Exhibit A as if incorporated herein.

Section 2. The City Manager is further authorized to pay a seller's commission to Paul Howe Realty, Inc. in an amount not to exceed 3%, or \$4,500.00, for services rendered as related to this Purchase Agreement. The terms and conditions of the seller's commission shall be subject to review and approval of the Law Director.

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 - PURCHASE AGREEMENT**

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_ 2021, by and between the **City of Huber Heights, Ohio** (hereinafter referred to as "Seller") and **TJL-CES, LLC**, an Ohio limited liability company (hereinafter referred to as "Purchaser") to evidence the following understandings, covenants and agreements:

### **1. LEGAL DESCRIPTION**

Purchaser agrees to buy and Seller agrees to sell certain property located on Brandt Pike, Huber Heights, Ohio and depicted Exhibit "A" (the "Property").

The Property includes: (a) the land; and (b) all appurtenant rights, privileges and easements. All of the Property shall be free and clear of liens and security interests on the Closing Date.

Seller at Seller's expense, cause a lot split (but not a survey) of the Property to establish the Property as a separate conveyable parcel.

Seller shall cause to be prepared and delivered to Buyer the proposed lot split of the Property. The lot split shall be subject Buyer's approval, not to be unreasonably withheld. Upon Buyer's approval of the lot split, Seller shall proceed to get all necessary public approvals of the lot split. Seller shall cause the lot split to be recorded with Montgomery County prior to Closing. Upon the recording of the lot split, the legal description of the Property shall be used on the Deed as described herein

### **2. PURCHASE PRICE AND EARNEST MONEY**

By this Agreement, Seller hereby agrees to sell and Purchaser agrees to purchase, subject to certain conditions contained herein, the Property. The total purchase price for all the Property shall be One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) per acre, based on the acreage reflected on the lot split of the Property. The Purchase Price shall be paid at the Closing.

(a) Purchaser shall deposit Earnest Money of Five Thousand and no/100 Dollars (\$5,000.00) (the "Earnest Money"), with Fidelity Lawyers Title Agency, LLC as Escrow Agent to be held pursuant to the terms hereof. The Earnest Money shall be credited toward the Purchase Price at Closing or shall be otherwise dealt with according to the terms of this Agreement. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the Earnest Money. If Purchaser defaults, Seller shall be entitled to the Earnest Money. The Earnest Money shall be held by the Escrow Agent until one of the following occurs: (1) the transaction closes and the Escrow Agent disburses the Earnest Money pursuant to the terms of this Agreement; (2) the parties provide the Escrow Agent with written instructions that both parties have signed that specify how the Escrow Agent is to disburse the Earnest Money; (3) the Escrow Agent receives a copy of a final court order that specifies to



whom the Earnest Money is to be awarded; or (4) the funds become unclaimed and the Escrow Agent turns them over to the Division of Unclaimed Funds. However, if within two years from the date the Earnest Money is deposited with the Escrow Agent, the parties have not provided the Escrow Agent with such signed instructions or written notice that legal action to resolve the dispute has been filed, the Escrow Agent may return the Earnest Money to Purchaser with no further notice to Seller. Payment or refund of the Earnest Money shall not prejudice the rights of the non-defaulting party in an action for damages or specific performance against the defaulting party.

### 3. OBLIGATIONS CONDITIONAL

A. Purchaser's Conditions Precedent. The Purchaser's obligations under this Agreement shall be subject to satisfaction of each of the following conditions listed in subparagraphs (1) through (7) inclusive (collectively, the "Conditions"). The cost of satisfying the Conditions shall be the responsibility of Purchaser.

Purchaser shall have a period of ninety (90) days (the "Due Diligence Period") in which to determine if the Conditions have been met. If, during the Due Diligence Period (or at the end of any applicable cure period), Purchaser determines that any Condition has not been reasonably satisfied, then Purchaser shall have the right to terminate this Agreement by written notice to Seller and Escrow Agent shall promptly refund the Earnest Money to Purchaser. If Purchaser terminates the Agreement as provided in this Section then Purchaser agrees to deliver originals or copies of its inspection reports to Seller. However, if Purchaser has not notified Seller that any Condition remains unsatisfied by the expiration of the Due Diligence Period (or the end of any applicable cure period which extends beyond the Due Diligence Period), then all of the Conditions will conclusively be deemed to have been satisfied or waived.

(1) Title. Purchaser shall secure a commitment for an owner's policy of title insurance which shall be acceptable to Purchaser.

(2) Survey. Purchaser shall obtain an ALTA survey of the Property, which survey shall contain the legal description of the Property and shall show the location of all improvements located upon the Property. Such survey shall show no encroachments, overlaps, gaps, gores or other irregularities.

(3) Inspections. Purchaser shall have the right to make a thorough inspection of the Property and Purchaser shall have access to the Property for the purpose of completing the inspections.

(4) Environmental Study. Purchaser shall secure a Phase I environmental site assessment to be performed regarding the Property, which assessment shall be made by a qualified environmental assessment professional person or organization. If such report concludes that the Property, or any part thereof, is unsuited for Purchaser's intended use of the Property due to land contamination by any

Hazardous Material, as defined below, Purchaser shall have the option to terminate this Agreement in its entirety or as to such part of the Property which contains the contamination.

(5) Quantity of Utilities. Purchaser shall have satisfied itself that electricity, gas, water, telephone, sanitary sewer and storm sewers are available to the Property in sufficient capacities to service the Purchaser's proposed use of the Property.

(6) Zoning. Purchaser shall have determined that the current zoning of the Property permits Purchaser's intended use of the Property.

(7) Access. Purchaser shall have obtained an access easement from the owner of the adjacent Meijer parcel providing perpetual access to the Property on terms and conditions acceptable to Purchaser in Purchaser's sole discretion (the "Meijer Easement").

The Due Diligence Period may be extended for one (1) additional period of sixty (60) days only for the purpose of obtaining the Meijer Easement. Such extension shall be made if all by written notice from Buyer to Seller given on or before the conclusion of the original Due Diligence Period.

B. Seller's Right to Cure. If any of the above reports or inspections disclose any materially adverse condition unacceptable to Purchaser, then the Purchaser shall promptly deliver written notice to the Seller and Seller shall have thirty (30) days to remedy (at Seller's sole cost and expense) and at Seller's discretion, any materially adverse condition Purchaser has objected to in writing. If Seller does not begin efforts reasonably calculated to remedy the objection within fifteen (15) days after the date of Purchaser's notice then Purchaser shall have the right to terminate this Agreement by written notice to the Seller. However, in the event that Seller is unable or unwilling to cure any objection made by Purchaser, Purchaser may, by written notice to Seller, waive such condition and proceed to purchase the Property.

C. Inspections. Purchaser, or its consultants, shall have the right during the Due Diligence Period to enter upon the Property at reasonable times so as not to interfere with Seller's use of the Property, to gather such information, including, but not limited to, surveys, soils tests, and environmental assessment reports, as it deems necessary. Purchaser agrees to return or restore the Property to substantially its original state within a reasonable time period after the tests are conducted, not to exceed sixty (60) days after completion of the tests. Purchaser shall indemnify and hold Seller harmless from any and all claims, costs or liability arising from the entry onto the Property and testing performed by Purchaser, its consultants, agents or employees.

D. AS IS. Should Purchaser decide to Close on the Property after the Due Diligence Period, all above contingencies shall be deemed satisfied or waived and the Property shall be transferred in its AS IS condition.

4. COVENANTS AND WARRANTIES OF PURCHASER

Purchaser covenants and warrants to Seller as follows:

A. Authorization. Purchaser has full legal power and authority to purchase the Property as provided for herein, without any other consent or proceeding required from any other person, entity or organization and the person executing this Agreement on behalf of Purchaser is fully authorized to act on behalf of the Purchaser.

B. Conflict. The execution, delivery and performance of this Agreement by Purchaser does not conflict with or result in a breach of the provisions of, or constitute a default under the terms of Purchaser's organizational documents or any mortgage, deed of trust, franchises, permit, license, note, agreement or other instrument to which Purchaser is a party or by which Purchaser may be bound.

5. COVENANTS AND WARRANTIES OF SELLER

Seller covenants and warrants to Purchaser as follows:

A. Authorization. Seller has full legal power and authority to own and convey the Property as provided for herein, without any other consent or proceeding required from any other person, entity or organization and the person executing this Agreement on behalf of Seller is fully authorized to act on behalf of Seller.

B. Conflict. Neither the entering into of this Agreement nor any Closing under this Agreement will constitute a violation or breach by Seller of any contract, agreement, encumbrance, court order or other instrument to or by which Seller may be bound.

C. Litigation. There is no pending litigation or claim which affects or which might affect the Property.

D. Work in Progress. No work has been performed or is in progress upon the Property and no materials have been furnished to the Property or any portion thereof which after Closing could give rise to any mechanics, materialmen, or other liens and at Closing, Seller shall furnish to Purchaser an affidavit attesting to the absence of any such liens or rights to liens. Further, as of the date of this Agreement, no assessments for public improvements or otherwise have been made against the Property which remain unpaid (including without limitation, those for construction of water, sewer, gas and electric lines).

E. Hazardous Materials. Seller represents that, to the best of Seller's knowledge, the Property is free from any material or substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to the health or safety of occupants or the Property ("Hazardous Material"). During Seller's ownership of the Property it has been used primarily for farming purposes only.

F. Title. Seller owns fee simple marketable title to the Property and no other person or entity has any right to the Property which is based on encumbrances, written agreements or oral understandings, other than matters which appear in the public record. For the purposes of this paragraph, "marketable title" shall be determined by reference to the Ohio State Bar Association Standards of Title Examination.

G. No Encroachments. Seller has no notice and no knowledge of any facts which would reasonably put Seller on notice: (1) of any dispute regarding the location of the Property lines; (2) that any improvements on adjacent properties encroach onto the Property; or (3) that any improvement on the Property encroaches upon any adjacent property.

H. No Violations. Seller has no notice and no knowledge of any facts which would reasonably put Seller on notice regarding: (1) the removal or abatement of any nuisance; (2) any building code violation on the Property; (3) the violation of any zoning ordinances affecting the Property; or (4) any violation of any other regulation of any governmental authority having jurisdiction over the Property.

I. No Condemnations or Assessments. The Property is not subject to any pending condemnation or proceeding in eminent domain and Seller is not aware of any planned or threatened proceedings. There are no special assessments affecting the Property and Seller is not aware of any planned improvements which might lead to the imposition of any such assessments.

Seller shall reaffirm to Purchaser that these warranties are true at the time of the Closing.

## 6. CLOSING AND POSSESSION

Subject to the conditions precedent to Purchaser's obligation to close as provided in Item 3 hereof, the Closing shall occur within thirty (30) days after the end of the Due Diligence Period, at such place in Montgomery County, Ohio as agreed upon by both parties. Possession of the Property shall be delivered to Purchaser at the Closing. Seller, at Seller's expense shall terminate any agreement for tenant farming affecting the Property.

## 7. MARKETABLE TITLE AND REAL ESTATE TAXES

At the Closing, Seller shall convey to Purchaser good and marketable title to the Property by general warranty deed. Such deed shall vest in Purchaser full title to the Property, free and

clear of all liens and encumbrances and the rights to take liens and encumbrances, except: (a) legal highways; (b) installments of taxes and assessments becoming due and payable after the Closing Date; (c) zoning; and (d) any other exception disclosed in the title insurance commitment and accepted by the Purchaser in writing on or before the Closing Date. Seller shall have paid (or shall credit against the Purchase Price at Closing) all taxes and assessments, if any, due and payable prior to the Closing date.

8. PRORATIONS AT CLOSING

A. Taxes. The Seller shall also pay or credit a prorata share of the next estimated semi-annual installment of taxes and assessments due and payable in accordance with location custom; except that if the assessments are assessed annually, then the proration of assessments shall be based upon the annual assessment. The Seller's prorata share shall be computed based upon the number of days elapsing between the most recent semi-annual installment and the Closing Date. Seller shall be responsible for the payment of any agricultural recoupment.

B. Utilities. Water, electricity, steam and gas meters shall be read as of the date of Closing and Seller shall pay all final bills, including all sewer charges, in full as of the Closing date.

9. DAMAGE OR DESTRUCTION OF PROPERTY

Seller shall keep the Property adequately insured against fire and extended coverage perils and shall maintain the Property in its present condition until Closing. Seller shall bear all risk of loss to the Property until Closing. If any of the Property is materially damaged, or destroyed before the Closing, Purchaser may either: (a) proceed with the Closing and be entitled to all insurance proceeds not exceeding the Purchase Price, if any, payable to the Seller under all policies covering the Property plus an amount equal to Seller's insurance deductible(s); or (b) terminate this Agreement by giving written notice to Seller within twenty (20) days after the Purchaser receives written notice of the damage or destruction, including the amount of insurance proceeds payable. If Purchaser terminates this Agreement for the reasons stated in this Section the Escrow Agent shall immediately refund the Earnest Money to Purchaser.

10. DEFAULT BY SELLER

Seller shall be in Default hereunder if, (a) Seller fails or refuses to deliver good and marketable title to the Property at the Closing; (b) Seller shall fail to comply with any material term, provision or condition of this Agreement; or (c) any of the representations and warranties made by Seller herein shall be in any material respect misleading, inaccurate or untrue. Upon the occurrence of any default of Seller hereunder, Purchaser shall give Seller written notice specifying the nature of the default. If Seller does not cure the default within 30 days, or other period of time agreed upon by Purchaser, the Purchaser may then as its only remedies, (a) seek specific performance of this Agreement; (b) cancel future obligations under this Agreement by giving

written notice of such cancellation to Seller and receive a return of the Earnest Money; or (c) take title subject to the defect, exception, objection inaccuracy or failure.

11. DEFAULT BY PURCHASER

Purchaser shall be in Default hereunder if Purchaser (a) fails to comply with any material term, provision or condition of this Agreement; (b) fails to timely close the purchase of the Property and such closing deadline is not extended in writing by Seller; (c) enters into a general assignment or arrangement for the benefit of creditors; (d) files a voluntary petition in bankruptcy; (e) has filed against it a petition in bankruptcy and the same not having been dismissed within ninety (90) days after its filing; or (f) has appointed a receiver with respect to the property or assets of Purchaser. Upon the occurrence of a default by Purchaser hereunder, Seller shall give Purchaser written notice specifying the nature of the default. If Purchaser does not cure the default within 30 days, or other period of time agreed upon by Seller, Seller may then as its only remedies (a) terminate this Agreement upon written notice to Purchaser and thereby relieve the Property from the terms of this Agreement, and (b) retain the Earnest Money as liquidated damage, it being agreed that actual damage would be impossible to ascertain. .

12. COMMISSIONS

Except for Paul Howe Realty, Inc. representing the Purchaser, whose commission shall be paid pursuant to a separate letter agreement, each party represents to the other that it has not retained any broker or agreed to pay any brokerage fee or commission to any agent or broker for, or on account of, this Agreement or the transactions contemplated hereby and each party agrees to indemnify the other against claims for commissions arising from the actions of said party.

13. SURVIVAL

The representations, warranties and covenants contained herein shall survive the closings provided for herein and delivery of the deeds pursuant hereto.

14. NOTICES

Notice to Purchaser required or provided for herein shall be in writing and shall be deemed given when deposited in the U.S. mail, certified or registered, postage prepaid, addressed to Purchaser at:

TJL-CES, LLC  
5099 Springboro Pike,  
Moraine, OH 45439

or such other address in Ohio as Purchaser shall notify Seller in writing. Notice to Seller required or provided for herein shall be in writing and shall be deemed given when deposited in the U.S. mail, certified or registered, postage prepaid, addressed to Seller at:

City of Huber Heights,  
6131 Taylorsville Road  
Huber Heights, OH 45424

or such other address in Ohio as Seller shall notify Purchaser in writing.

15. PERSONS BOUND

This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective successors and permitted assigns.

16. APPLICABLE LAW; TIME OF ESSENCE

This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Ohio. Time is of the essence in the performance of all obligations of each of the parties under this Agreement.

17. AMENDMENT

This Agreement including all Exhibits and attachments hereto which are hereby incorporated by reference into this Agreement, represents the entire Agreement between the parties and supersedes all prior oral and written proposals and communications and may be amended only by written instrument executed by Seller and Purchaser through their respective officials or officers who are thereunto duly authorized.

18. COUNTERPARTS

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

19. COUNCIL APPROVAL

This Agreement shall not be binding upon the City of Huber Heights unless approved by City Council.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the day and year first above stated.

**PURCHASER:**

TJL-CES, LLC, an Ohio limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

City of Huber Heights, Ohio

By : \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT "A"

### PROPERTY DEPICTION



AI-7812

Topics of Discussion P.

**Council Work Session**

**Meeting Date:** 09/07/2021

Community Reinvestment Area (CRA) #6 - First Amendment

**Submitted By:** Bryan Chodkowski

**Department:** Economic Development

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 09/07/2021

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

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

---

**Agenda Item Description or Legislation Title**

Community Reinvestment Area (CRA) #6 - First Amendment

**Purpose and Background**

This legislation is the second of two pieces of legislation to support development at the northeast corner of Old Troy Pike and Taylorsville Road. As Council was previously briefed, this development partnership facilitates the necessary resources to fund traffic improvements from Taylorsville Road north to I-70. These improvements are designed to increase traffic flow and reduce traffic congestion.

This legislation extends Community Reinvestment Area #6 over all parcels in and around the development site for continuity of benefit. Companion legislation being entertained by Council removes several disjointed parcels in and around the development site from Community Reinvestment Area #7.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Resolution

Exhibit A.1

Exhibit A.2

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

AMENDING COMMUNITY REINVESTMENT AREA #6 BY INCLUDING ADDITIONAL PROPERTIES WITHIN COMMUNITY REINVESTMENT AREA #6.

WHEREAS, the City of Huber Heights desires to encourage the development of and reinvestment in certain real property in the City; and

WHEREAS, on November 8, 1993 Resolution No. 93-R-1347 created Community Reinvestment Area #6 within the City of Huber Heights; and

WHEREAS, a housing survey was undertaken with respect to the creation of Community Reinvestment Area #6 and includes land described in Exhibit A.1 (which is attached hereto and incorporated herein by reference) and is on file with the Clerk of Council; and

WHEREAS, the City of Huber Heights has determined it is in the best interest of the City to amend Resolution No. 93-R-1347 to include those additional lands described on the attached Exhibits A.1 and A.2 within Community Reinvestment Area #6; and

WHEREAS, this is the first amendment to Community Reinvestment Area #6 which was created prior to November 8, 1993 and accordingly, the amended Community Reinvestment Area #6 shall be subject to the applicable provisions of the Ohio Revised Code in existence at the time Community Reinvestment Area #6 was originally created.

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

Section 1. The area set forth in Exhibits A.1 is hereby found and determined to be an area in which housing facilities or structures of historical significance are located and in which new housing construction and repair of existing facilities or structures are discouraged. It is further found by the Council that remodeling of existing structures and new construction on properties described in Exhibits A.1 and A.2 would serve to encourage economic stability, maintain real property values, and generate new employment opportunities.

Section 2. The exemptions from real estate taxation as described in Resolution No. 93-R-1347 shall apply to the newly expanded Community Reinvestment Area #6 which shall now include those properties as described in Exhibits A.1 and A.2.

Section 3. The City Council reserves the right to re-evaluate the designation of Community Reinvestment Area #6 after January 1, 2022 at which time the Council may direct the Housing Officer not to accept any new applications for tax exemptions as referred to in Section 3735.67, Ohio Revised Code.

Section 4. The City Manager shall remain the Housing Officer for Community Reinvestment Area #6 as required by the Ohio statutes referred to in Section 2 above.

Section 5. The Community Reinvestment Area Housing Council created under Resolution No. 93-R-1347 shall continue to serve as the Community Reinvestment Area Housing Council for Community Reinvestment Area #6.

Section 6. The Clerk of Council is hereby directed to deliver a copy of this Resolution to the Montgomery County Auditor and Ohio Department of Development for information and reference.

Section 7. 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 8. 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:

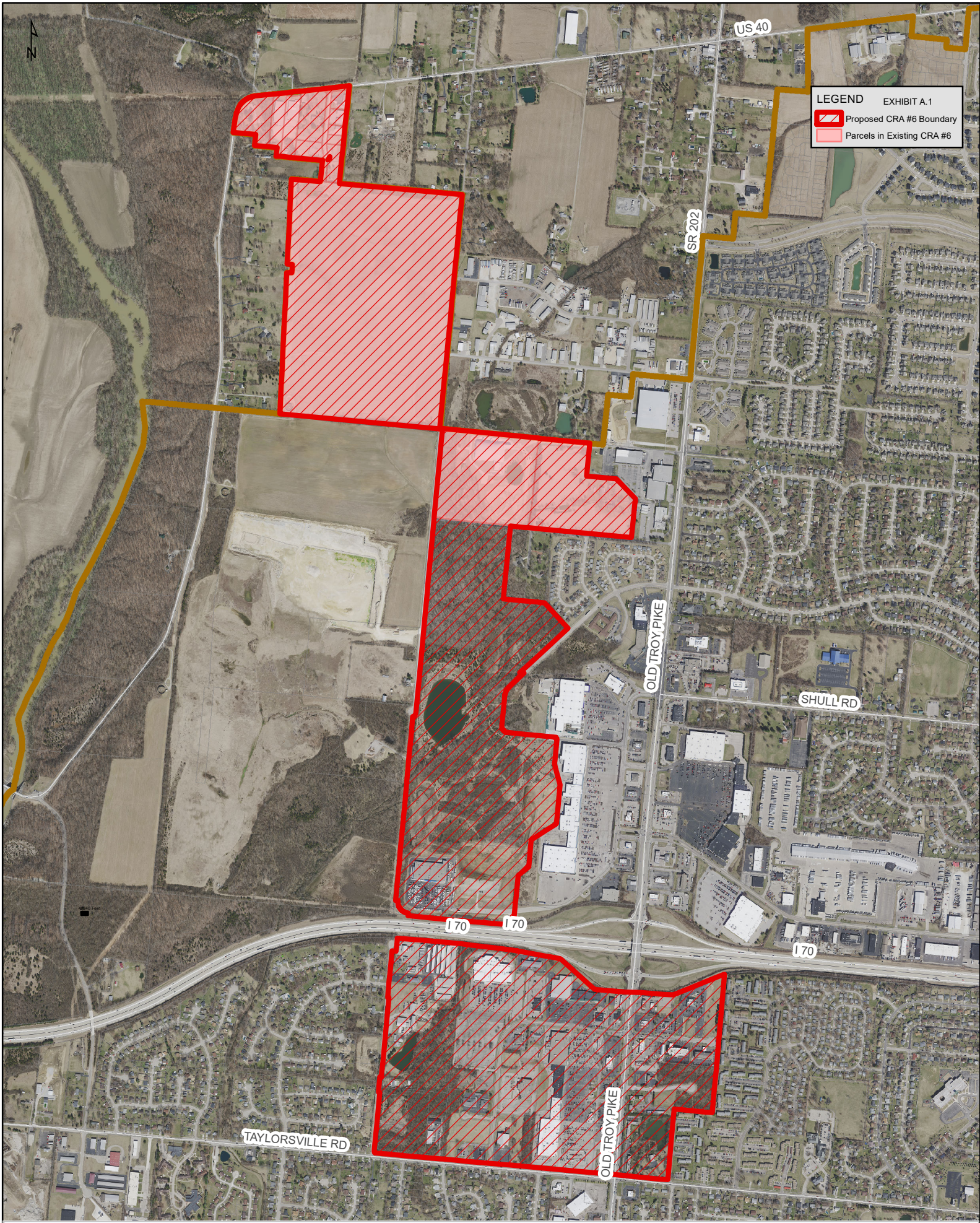
\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





LEGEND EXHIBIT A.1

-  Proposed CRA #6 Boundary
-  Parcels in Existing CRA #6





## EXHIBIT A.2

CRA #6 Parcels Additions			
Parcel Number	Parcel Location	Owner Name	Zoning Class
P70 04005 0069	7777 Waynetowne Blvd.	Saint Francis Humane Society Inc.	PC
P70 04005 0066	7841 Old Troy Pk.	Prime Huber LLC	PC
P70 04005 0026	7638 Wildcat Rd.	Joshua Adams	I-1
P70 51307 0005	5221 Waynetowne Ct.	Interesting Development LLC	PC
P70 51307 0006	5221 Waynetowne Ct.	Interesting Development LLC	PC
P70 51307 0007	5221 Waynetowne Ct.	Interesting Development LLC	PC
P70 51307 0002	5211 Waynetowne Ct.	HHED LLC	PC
P70 51307 0003	5211 Waynetowne Ct.	HHED LLC	PC
P70 51307 0004	5221 Waynetowne Ct.	Huber Heights Ohio Building I LLC	PC
P70 04005 0126	5227 Taylorsville Rd.	Penn Station Realty LTD	PC
P70 04005 0065	5239 Taylorsville Rd.	Barkley Holdings LLC	PC
P70 04005 0136	7631 Old Troy Pk.	Waynetowne Investments J LLC ETAL 3	PC
P70 04005 0135	7747 Old Troy Pk.	Waynetowne Investments J LLC ETAL 3	PC
P70 04005 0134	7777 Old Troy Pk.	Waynetowne Investments J LLC ETAL 3	PC
P70 04005 0056	7605 Old Troy Pk.	John R Oettinger TR	PC
P70 04005 0140	7611 Old Troy Pk.	Huber Heights ABG LLC	PC
P70 04005 0141	7609 Old Troy Pk.	John R Oettinger TR	PC
P70 04005 0015	7578-7608 Old Troy Pk.	HF 2 Sub LLC	R-6
P70 04005 0003	7851 Old Troy Pk.	R A Corp	PC
P70 04005 0004	7888 Old Troy Pk.	Giant Dayton LLC	B-3
P70 04005 0082	5571 Merily Way	Roosters Real Estate LLC	B-3
P70 04005 0081	5571 Merily Way	Roosters Real Estate LLC	B-3
P70 04005 0132	5611 Merily Way	Texas Roadhouse of Huber Heights LLC	PC
P70 04005 0128	5612 Merily Way	Aashirvad LLC	B-3
P70 04005 0046	5588 Merily Way	Laxmi Hospitality LLC	B-3
P70 04005 0079	5570 Merily Way	Beavbux LLC	B-3
P70 04006 0002	5343 Kellenburger Rd.	David C Studebaker	A
P70 01924 0003	Charlesgate Rd.	TJH Holdings LLC	PR
P70 02025 0012	8101 Old Troy Pk.	City of Huber Heights	PC
P70 02025 0010	8001 Old Troy Pk.	Store Master Funding X LLC	PC
P70 02025 0011	8101 Old Troy Pk.	Store Master Funding X LLC	PC
P70 04005 0092	7886 Wildcat Rd.	Gump Timi S DBA	I-1
P70 04005 0089	7888 Wildcate Rd.	SS Huber Heights LLC	PI
P70 04005 0067	7778 Wildcat Rd.	Huber Heights Masonic Temple Co.	PP
P70 04005 0124	7888 Wildcat Rd.	SS Huber Heights LLC	PI
P70 04005 0125	7888 Wildcat Rd.	SS Huber Heights LLC	PI
P70 04005 0022	7740 Wildcat Rd.	Emma L Hart TR	PC
P70 04005 0057	Wildcat Rd.	City of Huber Heights	I-1
P70 01922 0001	Middleton Ct.	TJH Holdings LLC	I-1
P70 04005 0055	5201 Taylorsville Rd.	Murat A Shamshidinov	PC
P70 04005 0098	5205 Taylorsville Rd.	Jacquelyn R Koogler TR ETAL 5	PC
P70 04005 0118	5229 Taylorsville Rd.	Keith Huelskamp ETAL 3	PC
P70 02026 0002	5151 Waynetowne Ct.	Jacquelyn R Koogler TR ETAL 5	PC
P70 51307 0010	5211 Waynetowne Ct.	Waynetowne Professional Suites	PC
P70 04005 0097	7737 Waynetowne Blvd.	EPT Neneteen Inc	PC

P70 00818 0003	7761 Old Country Ct.	Ram K Shree Inc	PC
P70 00818 0002	7737 Waynetowne Blvd.	EPT Neneteen Inc	PC
P70 00818 0001	7765 Old Country Ct.	Waynetowne Investments J LLC ETAL 3	PC
P70 04005 0072	7801 Waynetowne Blvd.	Waynetowne Investments J LLC ETAL 3	PC
P70 04005 0073	7875 Waynetowne Blvd.	Waynetowne Investments J LLC ETAL 3	PC
P70 04005 0121	7760 Waynetowne Blvd.	Allenmarie LLC	PC
P70 04005 0104	7764 Waynetowne Blvd.	Jason Rodgers	PC
P70 04005 0100	7650 Waynetowne Blvd.	Larkspur Huber Heights LLC	PC
P70 04005 0138	7601 Old Troy Pk.	Fifth Third Bank	PC
P70 04005 0085	7607 Old Troy Pk.	MHH LLC	PC
P70 04005 0088	7757 Old Troy Pk.	Waynetowne Investments J LLC ETAL 3	PC
P70 04005 0064	5561 Merily Way	KMS1 Investments LTD	B-3
P70 04005 0059	5562 Merily Way	McDonald's Real Estate Co	B-3
P70 01926 0002	7720 Old Troy Pk.	JSR Huber Heights LLC	PC
P70 01926 0001	7690 Old Troy Pk.	Huntington National Bank	B-3
P70 04005 0043	5550 Huber Rd.	HF 2 Sub LLC	B-3

AI-7810

Topics of Discussion Q.

**Council Work Session**

**Meeting Date:** 09/07/2021

Community Reinvestment Area (CRA) #7 - Modification

**Submitted By:** Bryan Chodkowski

**Department:** Economic Development

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 09/07/2021

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

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

---

**Agenda Item Description or Legislation Title**

Community Reinvestment Area (CRA) #7 - Modification

**Purpose and Background**

This legislation is the first of two pieces of legislation to support development at the northeast corner of Old Troy Pike and Taylorsville Road. As Council was previously briefed, this development partnership facilitates the necessary resources to fund traffic improvements from Taylorsville Road north to I-70. These improvements are designed to increase traffic flow and reduce traffic congestion.

This legislation removes several disjointed parcels in and around the development site from Community Reinvestment Area #7. Separate legislation extending Community Reinvestment Area #6 over all parcels in and around the development site for continuity of benefit is companion to this legislation.

Additionally, this legislation removes the original Marian Meadows property from Community Reinvestment Area #7. Future legislation establishing a new Post-94 Community Reinvestment Area will be presented to City Council once a meaningful redevelopment investment has committed to this site. This is necessary to ensure the accurate and uniform incentive application and management.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Resolution

Exhibit A.1

Exhibit A.2

Exhibit A.3

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R-

TO MODIFY COMMUNITY REINVESTMENT AREA #7 BY REMOVING CERTAIN  
PROPERTIES FROM COMMUNITY REINVESTMENT AREA #7

WHEREAS, Community Reinvestment Area (CRA) #7 was created on June 20, 1994 by Resolution No. 94-R-1453 which included a definition of the area encompassed by CRA #7; and

WHEREAS, the City has received no applications for CRA exemption, has no pending applications for CRA exemption, and has not received any inquiry or notice of intent to make use of CRA exemptions from any owners of the property described on Exhibits A.1, A.2, and A.3.

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

Section 1. After due deliberation and consideration by the City Council for the City of Huber Heights, it is determined that the interests of the City are best served by the removal from CRA #7 of certain pieces of real estate as more fully described on Exhibits A.1, A.2, and A.3 as attached. In accordance with Ohio Revised Code Section 3735.661, such removal of real estate from CRA #7 shall not constitute an amendment to CRA #7. The City Manager is hereby authorized to take whatever action is necessary to implement this legislation.

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

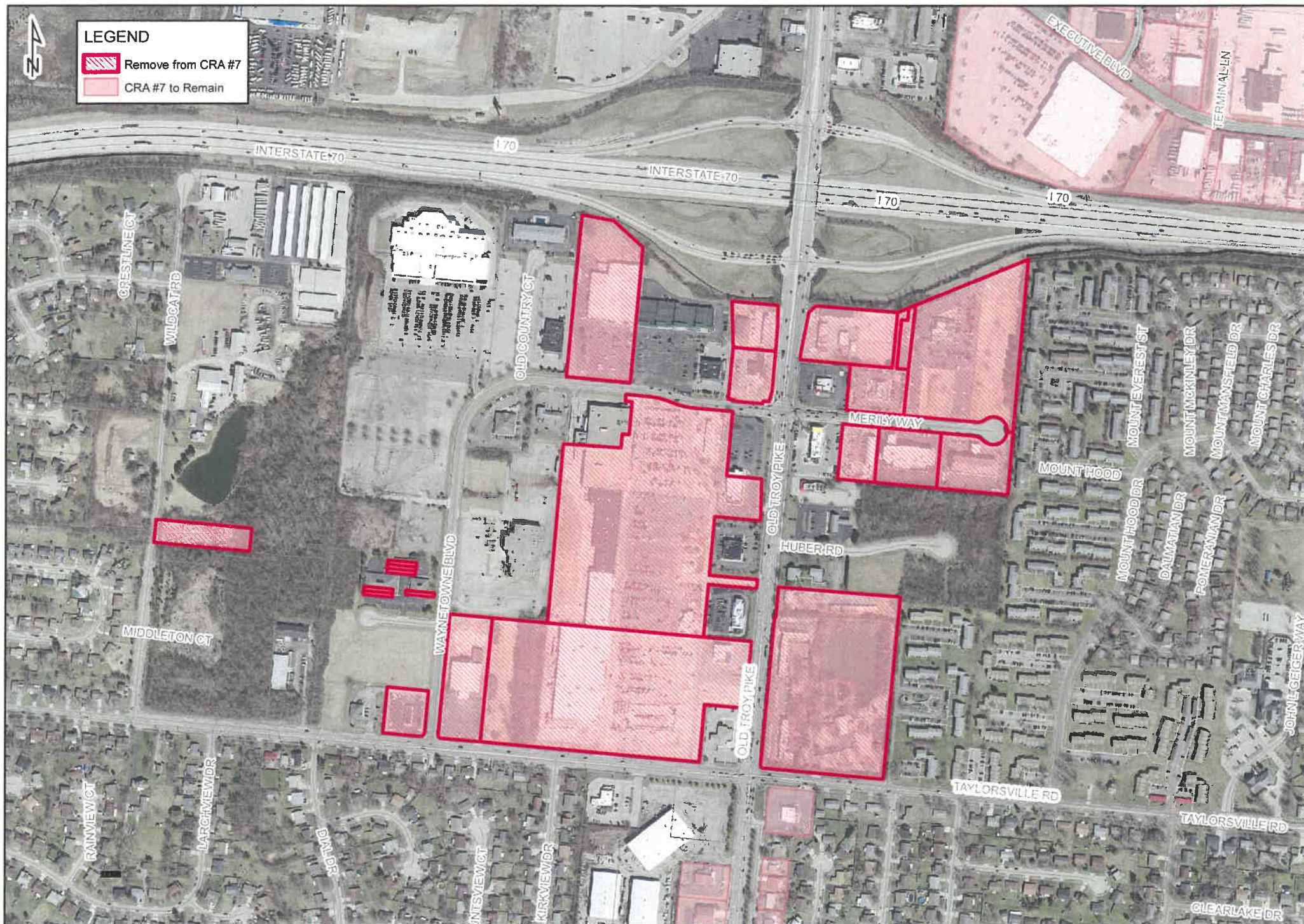
\_\_\_\_\_  
Date





# LEGEND

-  Remove from CRA #7
-  CRA #7 to Remain



CITY OF HUBER HEIGHTS, OHIO

Exhibit A.1

Date: 7/20/2021





LEGEND

 Properties Removed From CRA #7

## EXHIBIT A.3

CRA #7 Parcels to Remove				
Parcel Number	Parcel Location	Owner Name	Zoning Class	CRA No.
P70 04005 0069	7777 Waynetowne Blvd.	Saint Francis Humane Society Inc.	PC	7
P70 04005 0066	7841 Old Troy Pk.	Prime Huber LLC	PC	7
P70 04005 0026	7638 Wildcat Rd.	Joshua Adams	I-1	7
P70 51307 0005	5221 Waynetowne Ct.	Interesting Development LLC	PC	7
P70 51307 0006	5221 Waynetowne Ct.	Interesting Development LLC	PC	7
P70 51307 0007	5221 Waynetowne Ct.	Interesting Development LLC	PC	7
P70 51307 0002	5211 Waynetowne Ct.	HHED LLC	PC	7
P70 51307 0003	5211 Waynetowne Ct.	HHED LLC	PC	7
P70 51307 0004	5221 Waynetowne Ct.	Huber Heights Ohio Building I LLC	PC	7
P70 04005 0126	5227 Taylorsville Rd.	Penn Station Realty LTD	PC	7
P70 04005 0065	5239 Taylorsville Rd.	Barkley Holdings LLC	PC	7
P70 04005 0136	7631 Old Troy Pk.	Waynetowne Investments J LLC ETAL 3	PC	7
P70 04005 0135	7747 Old Troy Pk.	Waynetowne Investments J LLC ETAL 3	PC	7
P70 04005 0134	7777 Old Troy Pk.	Waynetowne Investments J LLC ETAL 3	PC	7
P70 04005 0056	7605 Old Troy Pk.	John R Oettinger TR	PC	7
P70 04005 0140	7611 Old Troy Pk.	Huber Heights ABG LLC	PC	7
P70 04005 0141	7609 Old Troy Pk.	John R Oettinger TR	PC	7
P70 04005 0015	7578-7608 Old Troy Pk.	HF 2 Sub LLC	R-6	7
P70 04005 0003	7851 Old Troy Pk.	R A Corp	PC	7
P70 04005 0004	7888 Old Troy Pk.	Giant Dayton LLC	B-3	7
P70 04005 0082	5571 Merily Way	Roosters Real Estate LLC	B-3	7
P70 04005 0081	5571 Merily Way	Roosters Real Estate LLC	B-3	7
P70 04005 0132	5611 Merily Way	Texas Roadhouse of Huber Heights LLC	PC	7
P70 04005 0128	5612 Merily Way	Aashirvad LLC	B-3	7
P70 04005 0046	5588 Merily Way	Laxmi Hospitality LLC	B-3	7
P70 04005 0079	5570 Merily Way	Beavbux LLC	B-3	7
P70 03912 0094	6121 Brandt Pk.	Fitzgerald Chace LLC	B-3	7
P70 03912 0106	6139 Brandt Pk.	City of Huber Heights	B-3	7
P70 03912 0102	6185 Brandt Pk.	City of Huber Heights	B-3	7

AI-7818

Topics of Discussion R.

**Council Work Session**

**Meeting Date:** 09/07/2021

OneOhio Subdivision Settlement Participation Form – National Opioid Settlement

**Submitted By:** Scott Falkowski

**Department:** City Manager

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 09/07/2021

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

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

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**Agenda Item Description or Legislation Title**

OneOhio Subdivision Settlement Participation Form – National Opioid Settlement

**Purpose and Background**

There may be a settlement between the State of Ohio and certain opioid distributors that could result in Huber Heights receiving between \$172,000 and \$246,000 (the Montgomery County portion) and between \$4,000 and \$6,000 (the Miami County portion). Johnson and Johnson is close to settling as well and if it does these amounts will increase. It appears that the funds, if distributed are to be used “to prevent, treat and support recovery from addiction including opioids and/or any other co-occurring substance use and/or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family and/or community level.” It is unclear at this time how it will be disbursed or even how it can be spent (assuming there is a settlement). The proposed settlement on the table requires at least 95% participation from local governments (among other things) so OML was pushing to get its members to vote to accept this settlement. The City needed to submit its approval by August 13, 2021 and this subsequent legislation ratifying the acceptance of the settlement keeps the process moving forward.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Resolution

Exhibit A

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2021-R

RATIFYING THE ACCEPTANCE OF THE MATERIAL TERMS OF THE ONEOHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT.

WHEREAS, Huber Heights, Ohio is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Huber Heights has filed its affirmation of the adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the City understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the "Settling Distributors") to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, Local Governments were required to file a participation form, a copy of which is attached hereto as Exhibit A, ("Participation Agreement") pursuant to the MOU regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopiodsettlement.com/>; and

WHEREAS, the Participation Agreement had to be filed prior to August 13, 2021, in order to move the settlement process forward, and the City Manager timely filed same as an indication of

the City’s acceptance of the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”).

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

Section 1. City Council ratifies and approves the filing by the City Manager of the Participation Agreement attached hereto as Exhibit A and the City Manager is authorized to accept the Proposed Settlement on behalf of the City, pursuant to the terms of the OneOhio MOU.

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

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

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

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

**OneOhio Subdivision Participation Form**

Governmental Entity:	City of Huber Heights	State: Ohio
Authorized Official:	Scott P. Falkowski	
Address 1:	6131 Taylorsville Rd	
Address 2:		
City, State, Zip:	Huber Heights, OH 45424	
Phone:	937-237-5821	
Email:	sfalkowski@hhoh.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature:



---

Name:

Scott P. Falkowski

Title:

Interim City Manager

Date:

8/11/21

AI-7796

Topics of Discussion S.

**Council Work Session**

**Meeting Date:** 09/07/2021

Liquor Permit #58111440425 - Meijer Gas - 7266 Executive Boulevard

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Type of** New

**Liquor Permit:**

**Motion/Ordinance/**

**Resolution No.:**

---

**Agenda Item Description**

Liquor Permit #58111440425 - Meijer Gas - 7266 Executive Boulevard

**Review and Comments - Police Division**

The Police Division has no objections to this liquor permit.

**Review and Comments - Fire Division**

The Fire Division has no objections to this liquor permit.

---

**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**

Liquor Permit

---

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

58111440425		N		MEIJER STORES LIMITED PARTNERSHIP DBA MEIJER GAS STATION 241 7266 EXECUTIVE BLVD HUBER HEIGHTS OH 45424
PERMIT NUMBER		TYPE		
07 28 2021				
ISSUE DATE				
FILING DATE				
C2				
PERMIT CLASSES				
57	083	A	D09524	
TAX DISTRICT		RECEIPT NO.		

FROM 08/06/2021

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 08/06/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/07/2021

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**A N 5811144-0425**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

**CLERK OF HUBER HGTS CITY COUNCIL  
6131 TAYLORSVILLE RD  
HUBER HGTS OHIO 45424**

AI-7776

Topics of Discussion T.

**Council Work Session**

**Meeting Date:** 09/07/2021

Liquor Permit #3097970 - Marathon - 7851 Old Troy Pike

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Type of** Transfer

**Liquor Permit:**

**Motion/Ordinance/**

**Resolution No.:**

---

**Agenda Item Description**

Liquor Permit #3097970 - Marathon - 7851 Old Troy Pike

**Review and Comments - Police Division**

The Police Division has no objections to the approval of this liquor permit.

**Review and Comments - Fire Division**

The Fire Division has no objections to the approval of this liquor permit.

---

**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**

Liquor Permit

---



NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

3097970			TRFO	GAVIN QUICK STOP LLC DBA 7851 MARATHON 7851 OLD TROY PIKE HUBER HEIGHTS OH 45424
PERMIT NUMBER			TYPE	
07	02	2019		
ISSUE DATE				
08	10	2021		
FILING DATE				
D5				
PERMIT CLASSES				
57	083	A	F25822	
TAX DISTRICT		RECEIPT NO.		

FROM 08/12/2021

3536468				HAI RADHE LLC DBA 7851 MARATHON 7851 OLD TROY PIKE HUBER HEIGHTS OH 45424
PERMIT NUMBER			TYPE	
07	02	2019		
ISSUE DATE				
08	10	2021		
FILING DATE				
D5				
PERMIT CLASSES				
57	083			
TAX DISTRICT		RECEIPT NO.		



MAILED 08/12/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

09/13/2021

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A TRFO 3097970**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF HUBER HGTS CITY COUNCIL  
6131 TAYLORSVILLE RD  
HUBER HGTS OHIO 45424

AI-7820

Topics of Discussion U.

**Council Work Session**

**Meeting Date:** 09/07/2021

City Manager Search Firm Proposals

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 08/17/2021 and 09/07/2021

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

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

---

**Agenda Item Description or Legislation Title**

City Manager Search Firm Proposals

**Purpose and Background**

The City Council authorized a Request For Proposals (RFP) for City Manager Search Firms in Resolution No. 2021-R-7008. RFP 21-001-CC - City Manager Search Firm was distributed with a deadline of August 2, 2021 for submission of proposals. The City received five proposals for RFP 21--001-CC. These five proposals were received from:

- Baker Tilly US, LLC
- Gov HR USA
- Koff & Associates
- Management Partners
- Slavin Management Consultants

This agenda item is to have a follow up discussion regarding the process for evaluating the proposals and selecting a City Manager search firm.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Proposal - Baker Tilly US, LLC

Proposal - Gov HR USA

Proposal - Koff & Associates

Proposal - Management Partners

Proposal - Slavin Management Consultants

---



# City of Huber Heights, Ohio

RFP 21-001-CC

*Proposal to provide a City Manager search*

August 2, 2021

**ORIGINAL**

 **bakertilly**  
now, for tomorrow.



cost to the City of Huber Heights.

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

### **RFP Checklist:**

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

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



**HUBER  
HEIGHTS**  
*...and Grow With Us!*

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

Please Note:

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

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

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

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

Certification:

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

Signature

Chuck Rohre

Print Name

chuck.rohre@bakertilly.com

Email Address

Baker Tilly US, LLP

Company Name

July 29, 2021

Date

Managing Director

Title

(214) 608 7477

Phone

---

## Exceptions

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



Baker Tilly US, LLP  
380 Jackson Street, Suite 300  
St. Paul, MN 55101  
T: +1 (651) 223 3000  
F: +1 (651) 223 3046  
bakertilly.com

August 2, 2021

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

Dear Mr. Rodgers:

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

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

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

## Required statements

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

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

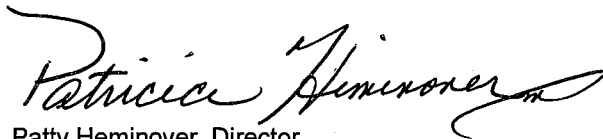
Very truly yours,

BAKER TILLY US, LLP

  
Chuck Rohre, Managing Director  
Authorized Representative

M: +1 (214) 608 7477

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



Patty Heminover, Director  
Project Team Leader

T: +1 (651) 968 7841

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

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# 1. General information

## Firm introduction

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

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

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

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

## Project contacts and locations

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

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

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

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

## 2. Understanding and approach

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

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

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

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

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

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

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

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

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



## 2. Understanding and approach

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

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

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

### Remote work

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

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

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

**huddle**™

## 2. Understanding and approach

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

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

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

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

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

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

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

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

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

- Background records checks and academic verification
- References

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

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

## 2. Understanding and approach

### Recruitment approach

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

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

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

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

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

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

## 2. Understanding and approach

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

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

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

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

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

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

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

## 2. Understanding and approach

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

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

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

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

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

## 2. Understanding and approach

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

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

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

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

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

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

### Task V. Final interview process

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

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

## 2. Understanding and approach

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

### Our strategy for recruitment of diverse candidates

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

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

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

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

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

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

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

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

**Day in, day out.**

## 2. Understanding and approach

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

### DIBS steering committee



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

### Growth and Retention of Women (GROW)



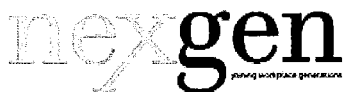
Through our GROW initiative, Baker Tilly provides women valuable opportunities to network, share their stories, acquire skills, strengthen professional relationships and advance in their careers. Our commitment to GROW increases the number of women in management positions, enhances the retention of women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

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



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

### NexGen: joining workforce generations



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

### PRIDE team member network



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



## 2. Understanding and approach

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



Our firm developed an ACTION plan to support our strategic goal of increasing the retention of team members of color, and also to create positive change in our communities and our profession. As initial steps in our plan, we convened our

DIBS steering committee and formed a racial equity advisory group consisting of a diverse group of team members. We then worked closely with a highly respected consulting firm with more than 30 years of experience to assess the current state of our workplace as it relates to diversity, inclusion and racial equity. We used their recommendations to refine our DIBS strategic plan and inform the next steps in our journey.

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

### Baker Tilly Foundation support for racial justice advocacy



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

support local social justice causes through event sponsorship, fundraising initiatives and volunteer engagement.

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

#### **CEO **ACTION** FOR DIVERSITY & INCLUSION**

Baker Tilly is a member of CEO Action for Diversity & Inclusion, a steering committee of CEOs focused on making diversity and inclusion a business priority. CEO Action for Diversity & Inclusion is the most extensive alliance of

business leaders openly committed to sharing successful diversity initiatives and lessons learned. This corporate exchange provides a central hub for participating businesses to share successes and challenges. As a member, Baker Tilly pledges to:

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

## 2. Understanding and approach

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

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

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

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

#### **We are focused on exceeding your expectations**

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

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

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

#### **We believe in diversity**

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

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

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

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

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

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

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

## 2. Understanding and approach

### Benefits to Huber Heights

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

#### Comprehensive and structured process

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

#### Transparency

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

#### Confidentiality

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

#### Candidate recruitment

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

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

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

#### Minimize staff disruption

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

#### Thorough evaluation of candidates

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

### 3. Timeline

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

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

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

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

## 4. Proposed fees

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

### Professional fee

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

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

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

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

## 4. Proposed fees

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

### Triple guarantee

Our Triple Guarantee is defined as:

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

## 5. References

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

### City of Willmar, Minnesota

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

### City of Oakdale, Minnesota

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

### City of Scottsbluff, Nebraska

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

### City of Edina, Minnesota

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

### City of Lakeville, Minnesota

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

## 6. Experience

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

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



## 6. Experience

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

## 6. Experience

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

## 7. Project team members

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

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

### **Project team leader**

**Patricia Heminover, Director**

T: +1 (651) 223 3058

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

### **Additional project team members**

**Chuck Rohre, Managing Director**

T: +1 (214) 466 2436

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

**Art Davis, Director**

T: +1 (816) 868 7042

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

**Sharon Klumpp, Director**

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**Anne Lewis, Director**

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

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

T: +1 (214) 842 6478

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**Cecilia Hernández, Senior Recruitment Analyst**

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E: [cecilia.hernandez@bakertilly.com](mailto:cecilia.hernandez@bakertilly.com)

**Michelle Lopez, Senior Recruitment Analyst**

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



Our engagement team  
has completed nearly  
400 successful  
searches since 2016.

# Patricia Heminover

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



### **Baker Tilly US, LLP Director**

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

### **Education**

Master of Education, Administration  
Minnesota State University – Mankato

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

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

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

### **Specific experience**

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

### **Industry involvement**

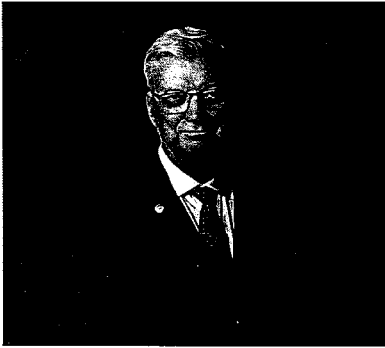
- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, Member
- State Negotiators Association,  
Minnesota School Board Association
- Patty has received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

### **Continuing professional education**

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

# Charles A. Rohre

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



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

### Education

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

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

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

### Specific experience

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

### Continuing professional education

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

# Art Davis

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



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

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

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

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

### Specific experience

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

### Industry involvement

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

# Sharon G. Klumpp

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



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**Director**  
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[sharon.klumpp@bakertilly.com](mailto:sharon.klumpp@bakertilly.com)  
[bakertilly.com](http://bakertilly.com)

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

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

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

### Specific experience

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

### Industry involvement

- International City/County Management Association (ICMA)

## 7. Project team members

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# Anne Lewis

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



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

### Education

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

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

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

### Industry involvement

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

### Community involvement

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

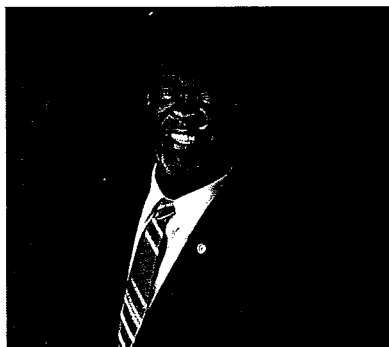
### Continuing professional education

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



# Edward G. Williams, Ph.D.

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



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**Languages**  
English  
Spanish

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

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

### Specific experience

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

### Industry involvement

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

### Community involvement

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

### Continuing professional education

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

# Cecilia Hernández

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



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**Senior Recruitment Analyst**  
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**Languages**  
English  
Spanish

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

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

### Specific experience

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

## 7. Project team members

# Michelle Lopez

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



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

### Specific experience

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

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

### Education

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

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

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## **8. Sample Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

Additional insured applies as respects the General Liability and Automobile Liability when required by written contract subject to the terms and conditions of the respective policies. Primary and Non-Contributory applies on General Liability and Auto Liability when required by a written contract.  
A waiver of subrogation applies as respects the General Liability, Auto Liability and Workers Compensation when required by written contract subject to the terms and conditions of the respective policies.

**CERTIFICATE HOLDER****CANCELLATION**

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



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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



# **CITY ADMINISTRATOR**

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**INVER GROVE HEIGHTS, MINNESOTA**



Search services provided by Baker Tilly Public Sector Executive Recruitment



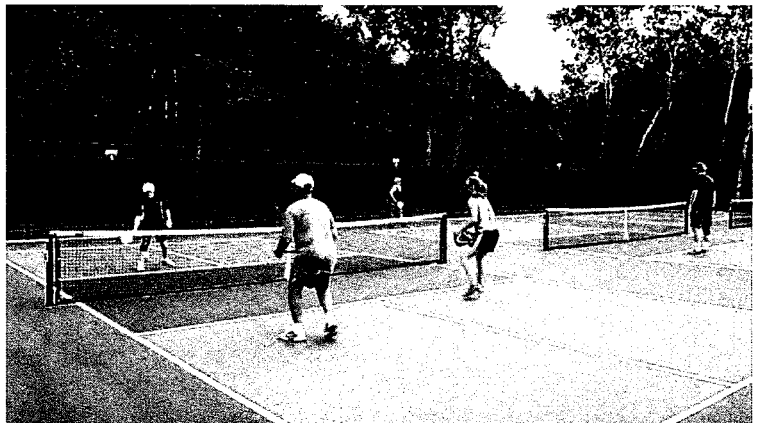
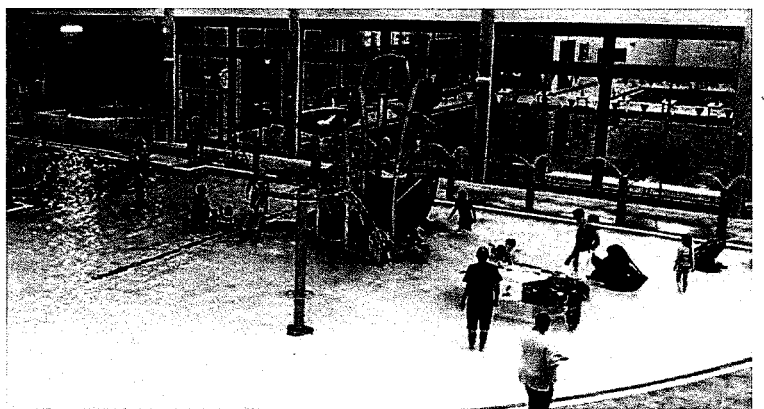
## The Community

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

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

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

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





## The Organization

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

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

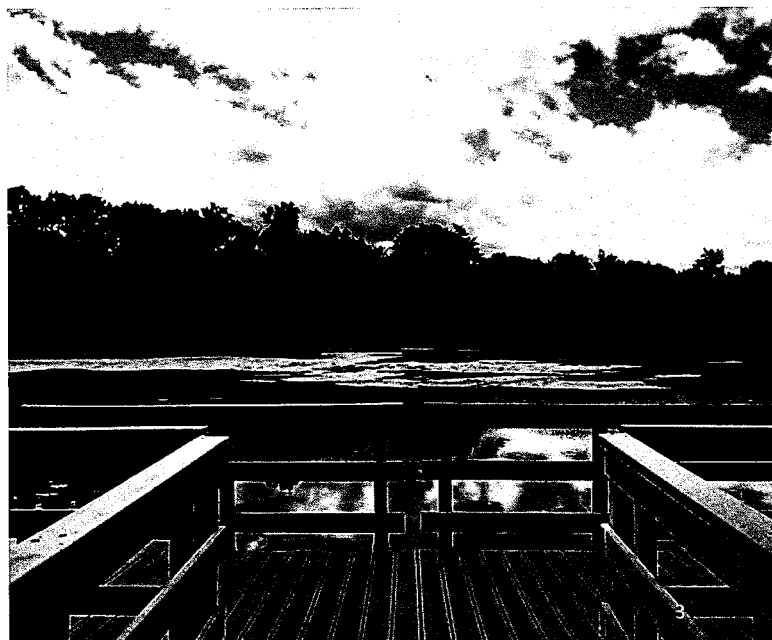


## Vision

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

## Mission

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

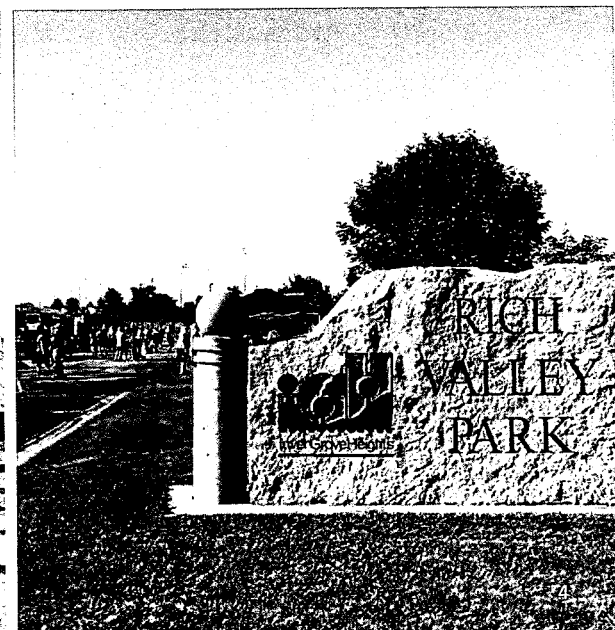


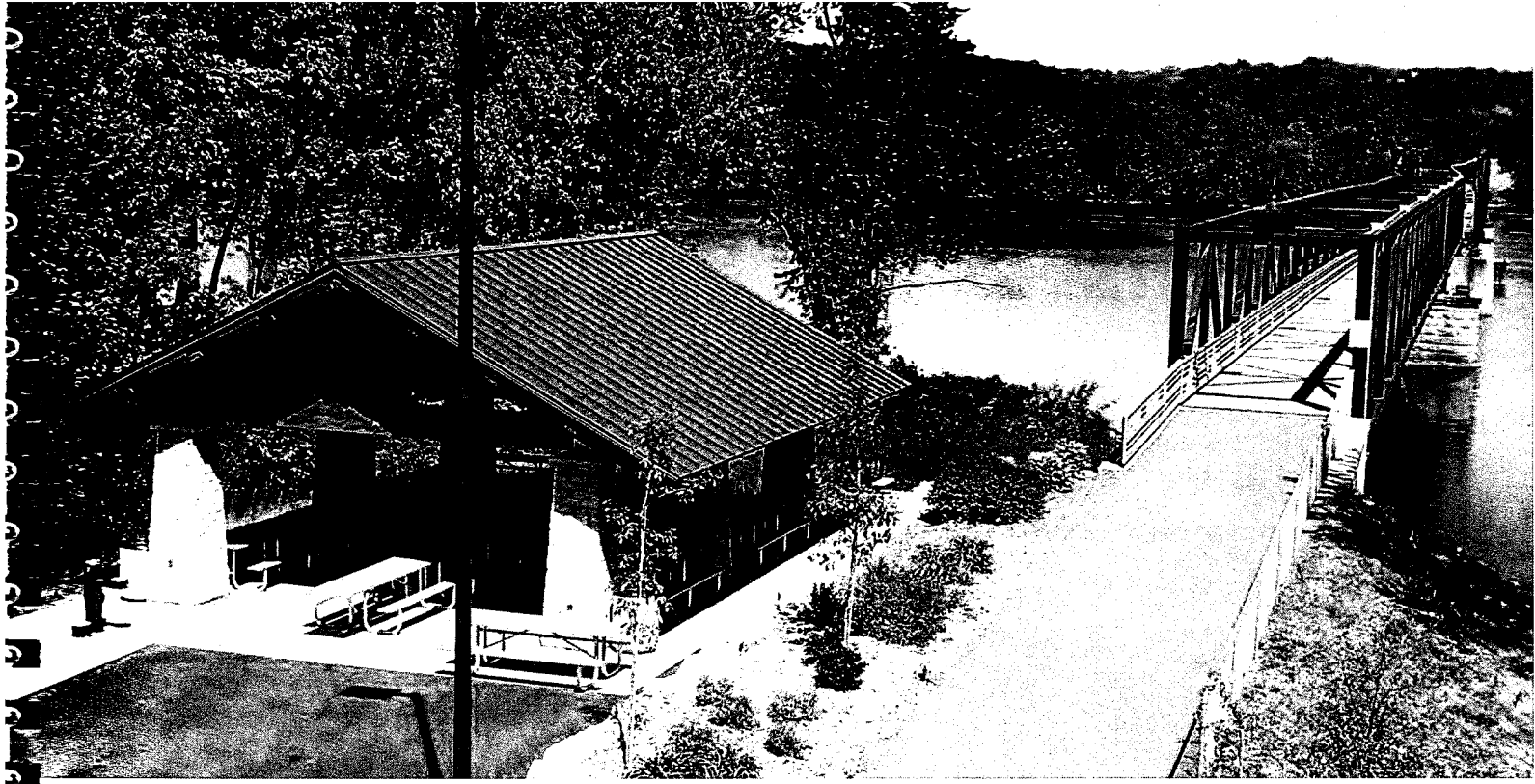
## The Position

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

Major duties for this position include:

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





## Desired Capabilities

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

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

## Leadership Opportunities

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

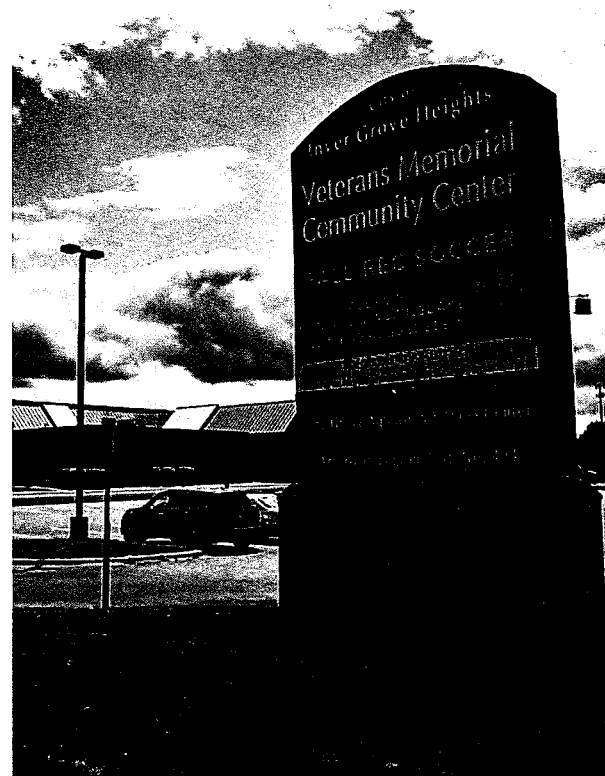
**Strategic direction.** The City Council has begun work to identify its strategic goals. The City Administrator will work with the City Council and the staff leadership team to develop short- and long-range City goals that are linked to the City budget and long-range financial plans and will provide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

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

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

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

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



## Qualifications and Experience

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

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



## Compensation and Benefits

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

## Application and Selection Process

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

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

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

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

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



380 Jackson Street, Suite 300

St. Paul, MN 55101

651-223-3000

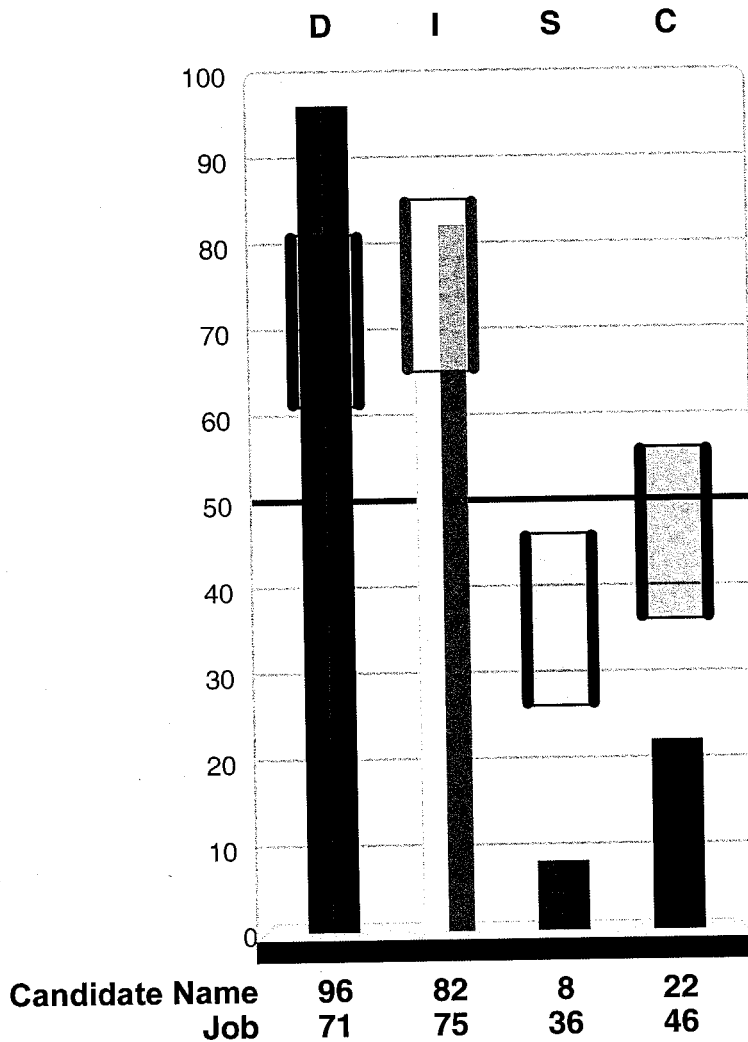
[bakertilly.com](http://bakertilly.com)

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



# Workplace Behaviors® Candidate Name

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



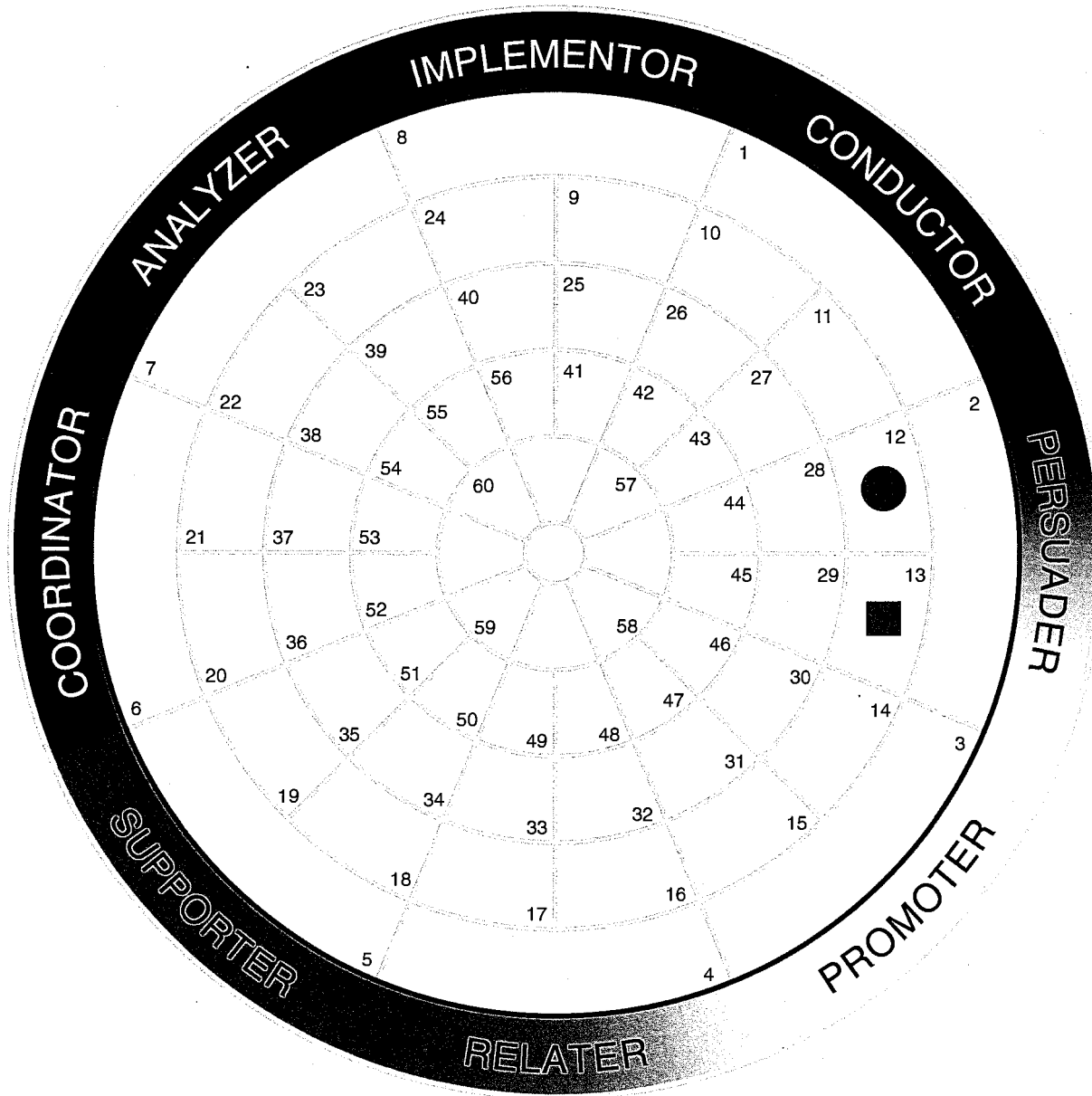
Job Range (20 point range)





TTI SUCCESS INSIGHTS®  
DISCOVER • ENGAGE • ADVANCE • PERFORM

# The Success Insights® Wheel



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



TTI SUCCESS INSIGHTS®  
DISCOVER • ENGAGE • ADVANCE • PERFORM

# Comparison Analysis For Consulting and Coaching

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

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

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

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

Candidate Name

**ORIGINAL**

**HUBER HEIGHTS, OHIO**

**CITY MANAGER**

**Recruitment Proposal**

**July 27, 2021**



630 Dundee Road

Suite 225

Northbrook, IL 60062

Primary Contact Person: Laurie Pederson

Director of Administrative Services

847-380-3240

[info@GovHRusa.com](mailto:info@GovHRusa.com)

*A note about COVID-19 -- We are carefully monitoring recommendations from the federal, state and local governments and working with clients as they begin to reopen. Before COVID we made extensive use of technology for video interviews with candidates and meetings with clients. We have utilized these during COVID and can combine technology with appropriate in person meetings to assist clients in cost effective recruiting.*

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Concluding Remarks	13
Optional Services	15
Attachments:	
Consultant Biography	
Client List	
Sample Recruitment Brochure	

July 27, 2021

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

Dear Mr. Rodgers:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Huber Heights. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

GovHR, (a limited liability company, Tax I.D. #27-0598897) is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise and work exclusively in the public sector. We have 11 full time and 8 part time employees and 31 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities.

GovHR Senior Vice President Maureen Barry will be responsible for your recruitment and selection process. She will be assisted by a home office Recruitment Coordinator, and a Reference Specialist. Ms. Barry's biography is attached to the proposal and her contact information is:

Maureen Barry  
Senior Vice President  
GovHR USA LLC  
Tiffin, Ohio  
Telephone: 224-282-8306  
[Mbarry@govhrusa.com](mailto:Mbarry@govhrusa.com)

We believe we have provided you with a comprehensive proposal that meets the minimum qualifications set forth in the RFP, and we accept all requirements, terms and conditions contained in the RFP. Gov HR does not discriminate in its employment practice with respect to race, color, age, religions, sex, veteran status, sexual preference, national origin, or disability. No attempt has been made or will be made by GovHR to induce any other person or firm to submit or not submit a quote. We are not aware of any conflict of interest with any Huber Heights employee that would prevent us from conducting the services offered in this proposal.

The undersigned has the authority to make decisions at to matters relating to this RFP and to bind the company to a contract for the services offered herein. A copy of the firm resolution granting this authority is included with this proposal.

Please contact Laurie Pederson, Director of Administrative Services, 847-380-3240, if you have questions regarding our proposal or need additional information. If you would like a service that you do not see,

please let us know; we can most likely accommodate your request. We look forward to hearing from you and hope to have the opportunity to work with you on this important recruitment.

Sincerely,



Judith Schmittgens  
Corporate Secretary and Compliance Manager



## Firm Profile

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GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates in 2009, and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees has conducted more than 350 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

GovHR has a total of thirty-one consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Massachusetts, Michigan, Minnesota and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 800 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 41 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding* and indicate that they plan to use our services or highly recommend us in the future.
- Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.

GovHR has conducted more than 200 top Manager recruitments (City Manager, County Administrator, etc.) since the firm's inception. A list of these recruitments for the past 5 years is included with this proposal, and a complete list of clients is available on our website at [www.govhrusa.com](http://www.govhrusa.com).

## References

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The following references can speak to the quality of service provided by GovHR.

**Lakeland FL (City Manager, 2020) – Heidi Voorhees**

Bill Mutz, Mayor  
228 S. Massachusetts Ave.  
Lakeland, FL 33801  
863-834-6000  
[Bill.Mutz@lakelandgov.net](mailto:Bill.Mutz@lakelandgov.net)

**Decatur, GA (Senior Engineer/City Engineer, In Progress) - Charlene Stevens**

**(Human Resources Director, 2020) - Charlene Stevens**

**(Assistant City Manager, 2019) - Heidi Voorhees**

**(City Manager, 2018) - Heidi Voorhees**

Andrea Arnold, City Manager  
Decatur City Hall, 2nd Floor  
509 North McDonough St.  
Decatur, GA 30030  
[Andrea.Arnold@decaturga.com](mailto:Andrea.Arnold@decaturga.com)

**Evanston, IL (City Manager, 2020) - Heidi Voorhees & Dele Smith**

**(Chief of Police, 2018) - Joseph De Lopez & Lee McCann**

**(Director of Parks, Recreation & Community Service, 2015) - Terry Porter & Chuck Balling**

Jennifer Lin, Human Resources Manager  
2100 Ridge Ave., Suite 4500  
Evanston, IL 60201  
847-866-2935  
[jlin@cityofevanston.org](mailto:jlin@cityofevanston.org)  
Steve Haggerty, former Mayor of Evanston  
[Steve.Haggerty@hagertyconsulting.com](mailto:Steve.Haggerty@hagertyconsulting.com)

**Lake Forest, IL**

**(Director of Human Resources, 2021) - Heidi Voorhees & Maureen Barry**

**(City Manager, 2018) - Heidi Voorhees**

Robert T. E. Lansing, Former Mayor  
City of Lake Forest  
390 E. Wisconsin Ave.  
Lake Forest, IL 60045  
847-226-0511  
[Robte147@gmail.com](mailto:Robte147@gmail.com)



**St. Charles, IL (City Administrator, 2021) - Heidi Voorhees**

Lora Vitek, Mayor

2 E. Main Street

St. Charles, IL 60174

630-377-4400

[LVitek@stcharlesil.gov](mailto:LVitek@stcharlesil.gov)

Jennifer McMahoan, HR Director

[JMcmahon@stcharlesil.gov](mailto:JMcmahon@stcharlesil.gov)

## Our Team

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### Project Manager & Main Point of Contact:

GovHR Senior Vice President Maureen Barry will be responsible for your recruitment and selection process, and she will be assisted by a home office Recruitment Coordinator and a Reference Specialist. Her biography is attached to this proposal and her contact information is:

Maureen Barry  
Senior Vice President  
GovHR USA LLC  
Tiffin, Ohio  
Telephone: 224-282-8306  
[Mbarry@govhrusa.com](mailto:Mbarry@govhrusa.com)

Ms. Barry is currently working on several recruitments, including the Finance Directors for Park Ridge and Crest Hill, Illinois; the Finance Director and the Chief Diversity & Inclusion Officer for Peoria, Illinois; and the Director of Public Works for Lake County, Illinois. Ms. Barry served in local government for 15 years prior to joining GovHR in 2020.

### Proposal Inquiries:

Laurie Pederson  
Administrative Services Director  
847-380-3198  
[LPederson@GovHRusa.com](mailto:LPederson@GovHRusa.com)

## Project Approach and Methodology

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A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by

mobile phone or email should you have a question or need information about the recruitment.

### Phase I: Position Assessment, Position Announcement & Brochure

One-on-one or group interviews will be conducted with stakeholders identified by the City to develop the Recruitment Brochure. We have a variety of other options for gathering input:

- Dedicated email and surveys to obtain feedback from stakeholder groups
- Public Forums conducted by our consultants

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position.

Development of a **Position Announcement** to be placed on websites and social media

Development of a thorough **Recruitment Brochure** for City review and approval

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

### Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 6,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the City focusing on:
  - Leadership and management skills
  - Size of organization
  - Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.
- Placement of the Position Announcement in appropriate professional online publications:
  - Public sector publications & websites
  - Social media
    - LinkedIn (over 15,000 connections)
    - Facebook
    - Twitter
    - Instagram
- GovHR will provide you with a list of advertising options for approval

### Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience
  - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
  - References (at least 2 references per candidate will be contacted at this time)
  - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

### Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the City Council reviewing the recruitment report and providing additional information on the candidates.

### Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations
- Provide you with an electronic file that includes:
  - Candidates credentials
  - Set of questions with room for interviewers to make notes
  - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities



Background screening\* will be conducted along with additional references contacted:



\*Per state and federal regulations

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include five or six candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities
- Interviews with senior staff

#### Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

## Project Timeline



Weeks 1 & 2

Phase 1: Interviews & Brochure Development

Weeks 3 thru 6

Phase 2: Advertising, Candidate Recruitment & Outreach

Weeks 7 thru 9

Phase 3: Candidate Evaluation & Background Screening

Week 10

Phase 4: Presentation of Recommended Candidates

Week 11 & 12

Phase 5: Interview Process & Additional Background Screening

Weeks 13 & 14

Phase 6: Appointment of Candidate

## Price Proposal

Summary of Costs	Price
Recruitment Fee:	<b>\$18,500</b>
Recruitment Expenses: (not to exceed) Expenses include candidate due diligence efforts	<b>1,500</b>
Advertising: Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.	<b>2,500</b>
<b>Total:</b>	<b>\$22,500*</b>

\*We are carefully monitoring recommendations from the federal, state and local governments and working with clients on alternatives to in person meetings. We are fully operational and can work with you via video and by utilizing electronic files. If at the time of recruitment, COVID-19 restrictions are lifted and travel is possible, we are happy to attend meetings in person.

Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, we estimate \$250 per trip (up to 3 trips) for travel. Only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

## Payment for Fees & Services

Professional fees and expenses will be invoiced as follows:

**1<sup>st</sup> Payment:** 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal). **2<sup>nd</sup> Payment:** 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

**Final Payment:** 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).



Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

### Guarantee

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to Huber Heights.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.

### Why Choose GovHR?

GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the leadership position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Our firm was founded on and rooted in a desire to increase the diversity of local government leaders. We regularly engage with and financially support the National Forum for Black Public Administrators, the Local Government Hispanic Network, the League of Women in Government and the Emerging Local Government Leaders. Involvement with these organizations assists us in developing a highly qualified, diverse candidate pool for each executive recruitment. We also heavily utilize social media including LinkedIn, Facebook, Twitter and Instagram to push out employment opportunities and connect with candidates who may not be seeking a position but who would find your opportunity appealing. We pay for databases that have the email addresses for all local government leaders in public safety, public works, public finance, planning and economic development as well as in general administration. This allows us to ensure that we are contacting all candidates who might be interested in your position. In addition, our consultants are located across the country providing us with personal contacts for potential candidates. We do not hesitate to call potential candidates who we believe are a fit for your position.

We utilize the information we have gained to evaluate candidates and we conduct a video screening interview to further understand each qualified candidate's background and experience. We also conduct reference calls and media searches to ensure there are no surprises with respect to a candidate's background. This information is shared with the client along with our objective assessment of each candidate. We will provide you with a matrix of all of the candidates, noting the relevant experience and background of those we recommend you consider for interview.

We are your partner throughout the process, present for the interviews and assisting in the compensation discussions. We guarantee our placements for one year, should the successful candidate leave for any reason. We believe our thorough and transparent process is unparalleled in our field and we hope to have the opportunity to work with you.



## Optional Services

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### GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

### Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost \$100 per candidate.

### Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between \$100 to \$500 per candidate.

### 360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.

**ACTION OF THE MEMBERS OF  
GovHR USA, LLC  
BY WRITTEN CONSENT**

The undersigned, being the sole Members and duly elected Managers of **GovHR USA, LLC**, an Illinois Limited Liability Company, hereby waive all notice of meeting, and consent, in writing, without the necessity of a meeting, pursuant to the authority of the Illinois Limited Liability Company Act and the Amended and Restated Operating Agreement of the Company, to the following actions:

**RESOLVED**, that **JUDITH SCHMITTGENS**, Compliance and Client Relations Manager of GovHR USA, LLC be and hereby is nominated as **Secretary** of the Company, with the power to sign proposals, contracts, certificates, forms and other documents included in Requests for Proposals and Requests for Qualifications to which GovHR is responding, or otherwise required by clients, businesses and others with whom GovHR does business, and further,

**RESOLVED**, that any such documents signed by **JUDITH SCHMITTGENS** as **Secretary and authorized agent of GovHR USA, LLC**, shall have the same authority and ability to bind the Company as if signed by the undersigned Members of the Company.

DATED as of this 24th day of August, 2018.

  
\_\_\_\_\_  
Heidi Voorhees, President

  
\_\_\_\_\_  
Joellen Cademartori Earl





# MAUREEN BARRY



Maureen Barry is a Senior Vice President with GovHR USA, specializing in helping public organizations to meet their management resources consulting needs. Widely recognized within her profession for her leadership, capabilities and commitment, she has over 28 years of combined experience working for local governments in the public and private sectors.

Prior to joining GovHR, Maureen spent nearly 13 years as a Municipal/Financial Advisor providing consulting services related to public finance and economic development solutions. She also worked directly for municipalities for 15 years, where among other responsibilities, she performed and managed multiple human resources related functions, including recruitment and selection and various analyses.

Maureen has local government operations expertise and familiarity with public managers and organizations throughout Illinois and the U.S. She has worked with diverse groups of clients and public participants and has a talent for quickly discerning the culture and values of each individual community. She emphasizes the importance of comprehensive planning and consensus-building from the earliest phases of the project and is adept in adjusting the plan as needed along the way. A strong client service ethic is fundamental in Maureen's approach to her engagements. GovHR clients can expect from her an approachable style, clear and steady communication, responsiveness, and effective, reliable, high-quality work products and processes.

## PROFESSIONAL EDUCATION

- Master of Public Affairs, Indiana University, Bloomington, IN
- Bachelor of Arts in Political Science, University of Dayton, Dayton, OH
- Qualified Municipal Advisor Representative (Series 50) with the Municipal Securities Rulemaking Board (inactive)
- Certified Independent Professional Municipal Advisor by the National Association of Municipal Advisors (inactive)

## PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Speaker on various public finance and economic development topics at seminars and conferences sponsored by the following organizations from 2008-2018: Illinois City/County Management Association, Illinois Government Finance Officers Association, Illinois Municipal Treasurers Association, Illinois Tax Increment Association, and The Legacy Project, among others.

## MEMBERSHIPS AND AFFILIATIONS

- Illinois City/County Management Association (ILCMA)
- International City/County Management Association (ICMA) – Conference Scholarship 1995
- Illinois/Government Finance Officers Association (IGFOA and GFOA)

- Women in Public Finance (WPF) – Chicago Chapter Board member
- Lambda Alpha International (LAI), Ely Chapter, Chicago (Land Use Economics and Development)
- National Association of Municipal Advisors (NAMA)
- Illinois Tax Increment Association (ITIA)
- Council of Development Finance Agencies (CDFA)
- Illinois Municipal Treasurers Association (IMTA)
- The Legacy Project (Advancing Women in Local Government)
- Rotary Club of Wilmette Harbor – Past President, Past Foundation Board & Committee Chair, Board Member
- Rotary District 6440 – Past District Treasurer, Finance Committee/Chair, Grants Committee

## PROFESSIONAL BACKGROUND

*15 Years of Local Government Leadership and Management; 13 years of Municipal/Financial Advisory Consulting*

- Director/Municipal Advisor, Stern Brothers & Co., Chicago, IL 2019-2020
- Senior Municipal Advisor/Vice President, Ehlers & Associates, Inc., Chicago, IL 2008-2019
- Assistant Village Manager, Village of Wilmette, IL 2004-2008
- Assistant to the City Manager, City of Evanston, IL 2000-2004
- Management Assistant/Intern, City of Glendale, AZ 1995-2000
- Intern, Montgomery County Parks & Grounds, Dayton, OH 1992







**GovHR USA**  
**GovTEMPS USA**

**City & County Management Recruitments 2015 to Present**

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
City Management	Alaska	Unalaska	City Manager	4,768	2017
		Seward	City Manager	2,693	2019
		Bethel	City Manager	6,500	2019
		Homer	City Manager (Professional Outreach)	5,300	2019
	Colorado	Eagle	Town Manager	6,739	2017
		Englewood	City Manager	34,957	2019
	Connecticut	Cheshire	Town Manager	29,261	2017
		Enfield	Town Manager	45,246	2015
					2018
					2020
		Meriden	City Manager	60,838	2018
		East Hampton	Town Manager	13,000	2019
	Delaware	Newark	City Manager	33,398	2018
	Florida	Largo	Assistant City Manager	82,244	2018
		Gainesville	Assistant City Manager	133,997	2021
		Lakeland	City Manager	110,000	2020
		Palm Beach	Assistant City Manager	85,933	2021
	Georgia	Decatur	Assistant City Manager	25,000	2018
			City Manager	25,000	2018
	Illinois	Bensenville	Village Manager	20,703	2015
		Bloomington	City Manager	78,005	2018
		Crest Hill	City Administrator	20,837	2015
		Decatur	City Manager	76,178	2018
			Deputy City Manager	76,178	2019
		DeKalb	City Manager	43,849	2018
		Dixon	City Manager	18,601	2015
		East Moline	City Administrator	21,300	2016
		East Peoria	City Administrator	23,503	2016
		Effingham	City Administrator	12,577	2018
		Fox Lake	Village Administrator	10,550	2021
		Freeport	City Manager	25,000	2017
		Glencoe	Assistant Village Manager	8,723	2015
		Homewood	Assistant Village Manager (Virtual)	19,464	2017
		Joliet	City Manager	147,500	2017
		La Grange	Assistant Village Manager (Virtual)	15,732	2017
		La Grange	Village Manager	15,732	2017
		La Grange Park	Assistant Village Manager	13,579	2020
		Lake Bluff	Assistant to the Village Manager	5,700	2016
		Lake Forest	City Manager	19,375	2018
		Lake Zurich	Village Manager	19,631	2015
		Libertyville	Village Manager	20,431	2016
			Assistant Village Manager/Community		
		Lincolnshire	Development Director	7,500	2016
		Lindenhurst	Village Administrator	14,468	2017
		Mokena	Village Administrator	19,042	2015
		Moline	City Administrator	43,100	2017
		Mt. Prospect	Village Manager	54,771	2015
		Niles	Village Manager	30,001	2021

**City & County Management Recruitments 2015 to Present**

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
City	Illinois	Normal	City Manager	54,264	2017
		Northbrook	Village Manager	35,000	2021
			Assistant Village Manager/Human Resources		
		Oak Park	Director	52,000	2019
		Orland Park	Village Manager	60,000	2016
					2019
		Pekin	City Manager	33,223	2016
		Schiller Park	Village Manager	11,870	2015
		Shorewood	Village Administrator	17,495	2018
		Vernon Hills	Village Manager	25,911	2021
		Villa Park	Assistant Village Manager (Virtual)	22,038	2021
		Washington	City Administrator	15,700	2015
		Wauconda	Village Administrator	13,758	2017
		Winnetka	Assistant Village Manager	12,422	2019
		Woodridge	Village Administrator	32,971	2017
		Barrington	Village Manager	10,455	2018
		Willowbrook	Village Administrator	8,967	2019
		Geneseo	City Administrator (Virtual)	6,500	2019
		Princeton	City Manager	7,700	2019
		Mundelein	Village Administrator	31,385	2020
		Centralia	City Manager	13,000	2020
		Savoy	Village Administrator (Virtual)	8,607	2020
		Pingree Grove	Village Manager	10,000	2020
		Palos Heights	City Administrator (Virtual)	12,480	2021
	Indiana	St. John	Town Manager (Professional Outreach)	18,047	2020
	Iowa	Bondurant	City Administrator	5,493	2017
		Newton	City Administrator	15,000	2016
		Webster City	City Manager	8,000	2016
		Windsor Heights	City Administrator	4,860	2019
		Muscatine	City Administrator	23,819	2020
	Maryland	Greenbelt	City Manager	23,753	2016
		Hagerstown	City Administrator	40,612	2015
		Sykesville	Town Manager	3,941	2019
		Westminster	City Administrator	18,522	2021
	Massachusetts	Cambridge	City Manager	110,000	2016
		Eastham	Town Administrator	4,956	2016
		Provincetown	Town Manager	2,990	2015
		Williamstown	Town Manager	8,400	2015
	Michigan	Hamtramck	City Manager	21,752	2017
		Oakland Township	Township Manager	19,132	2018
		Rochester	City Manager	13,000	2015
		Eastpointe	City Manager	32,673	2019
		Troy	Assistant City Manager	83,813	2019
			City Manager	83,813	2018
		Albion	City Manager	8,337	2018
		Adrian	City Administrator	20,676	2018
		Ferndale	City Manager	20,428	2019
		Lincoln Park	City Manager	36,665	2019
		Royal Oak	City Manager	59,112	2019
		Charlotte	City Manager	9,100	2020
	Minnesota	Woodbury	Assistant City Administrator	68,820	2017
		Waconia	City Administrator	13,500	2021
		St. Louis Park	City Manager	48,662	2021
	Missouri	Ferguson	City Manager	21,111	2015



**City & County Management Recruitments 2015 to Present**

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
City	Missouri	Maryland Heights	City Administrator	27,436	2015
		Republic	City Administrator	15,590	2016
		University City	Assistant City Manager	35,172	2020
			City Manager	35,172	2017
			Assistant to the City Manager/Communications Director	35,172	2018
			Assistant to the City Manager/Director of Human Resources	35,172	2020
		Wildwood	City Manager	35,524	2019
		South Lyon	City Manager	11,327	2018
		Cape Girardeau	City Manager	38,000	2020
		Ballwin	City Administrator	30,181	2020
	Nevada	Webster Groves	City Manager	22,800	2020
		Boulder City	City Manager	16,207	2021
	New Hampshire	Portsmouth	City Manager	21,796	2019
	New Jersey	Waldwick	Borough Administrator	9,800	2015
	New York	Mamaroneck	Town Administrator	29,156	2021
			Village Manager	19,426	2018
		Long Beach	Deputy City Manager (Virtual)	33,275	2021
	North Carolina	Fayetteville	Assistant City Manager	210,000	2017
					2018
	North Dakota	Minot	City Manager	45,700	2020
	Ohio	Oberlin	City Manager	8,390	2016
	Pennsylvania	Ferguson Township	Township Manager	18,300	2017
		Mt. Lebanon	Municipal Manager	33,137	2015
		South Fayette Township	Township Manager	14,416	2018
	Rhode Island	North Kingston	Town Manager	26,326	2015
	Texas	Burleson	City Manager	43,960	2018
		Garland	Assistant City Manager	233,206	2016
		Missouri City	Assistant City Manager	74,139	2019
		McKinney	Assistant City Manager	191,645	2019
	Virginia	Chesapeake	City Manager	245,000	2019
		Portsmouth	City Manager	96,000	2020
		Salem	City Manager	25,643	2019
		Virginia Beach	City Manager	442,707	2019
	West Virginia	Morgantown	City Manager	31,000	2016
		Bridgeport	City Manager	8,582	2019
	Wisconsin	Baraboo	City Administrator	12,048	2019
		Bayside	Assistant Village Manager	4,400	2019
		Bellevue	Village Administrator	15,524	2018
		Beloit	City Manager	36,966	2015
		Cedarburg	Town Administrator	11,475	2015
		Franklin	Director of Administration	36,155	2019
		Glendale	City Administrator	12,920	2016
		Hartford	City Administrator	14,251	2015
		Hobart	Village Administrator	8,500	2016
		Lake Geneva	City Administrator	7,710	2015
		Oak Creek	City Administrator	35,243	2016
		Plymouth	City Administrator/Utilities Manager	8,540	2020
		Prairie du Chien	City Administrator	5,900	2017
		Racine	City Administrator	78,200	2016
		Rome	Town Administrator	2,720	2016
		Shorewood	Village Manager	13,331	2017

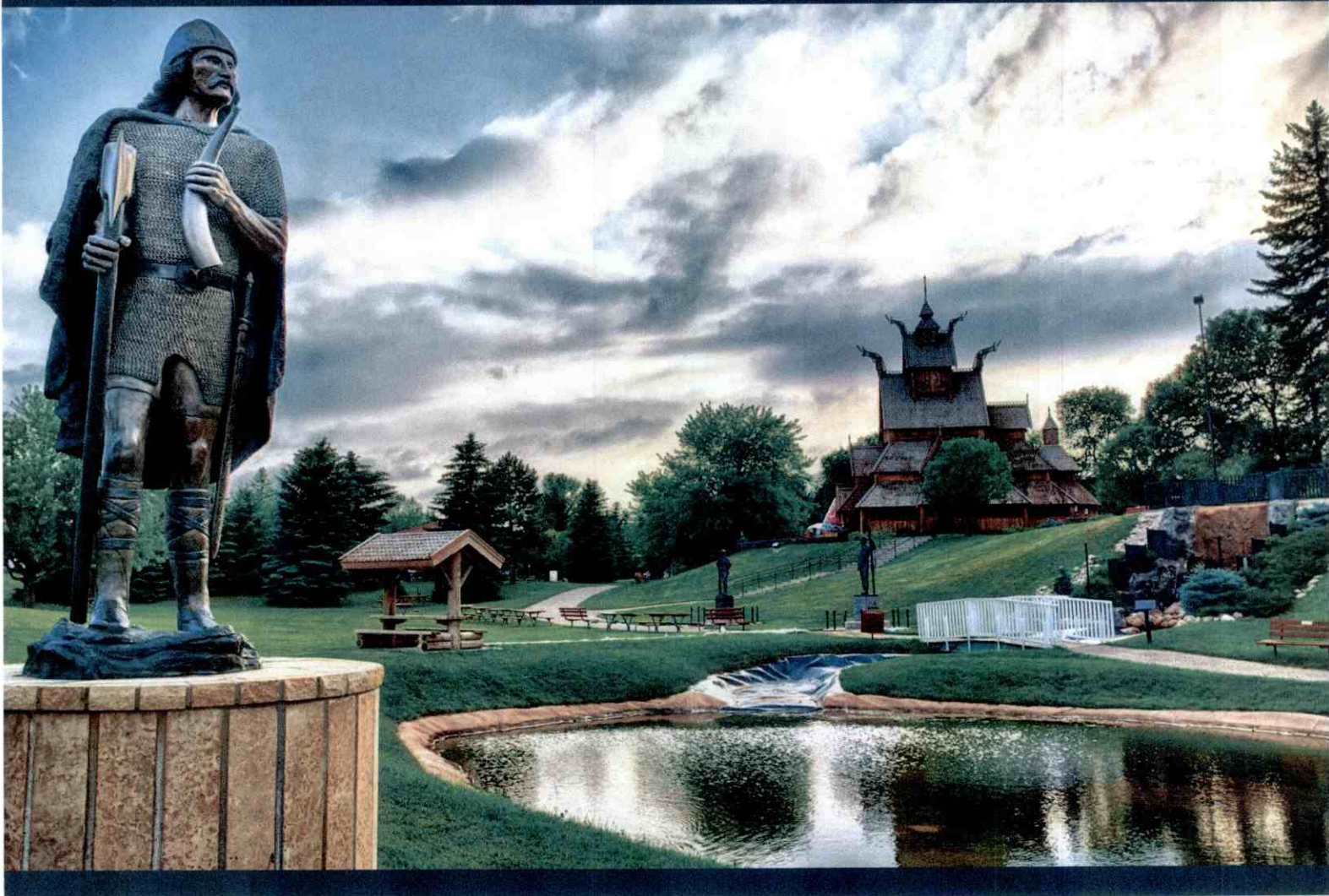
**City & County Management Recruitments 2015 to Present**

TYPE	STATE	CLIENT	POSITION	POPULATION	YEAR
<b>City</b>	<b>Wisconsin</b>	West Bend	City Administrator	31,000	2016
		Beloit (Town)	Town Administrator	7,083	2016
		Rhinelanders	City Administrator	7,800	2018
		Monroe	City Administrator	10,827	2020
		Harrison	Village Manager	13,185	2021
<b>County Management</b>	<b>Arizona</b>	Yuma County	County Administrator	203,000	2015
	<b>Florida</b>	Marion County	County Administrator	337,362	2015
		Pasco County	County Administrator	475,502	2016
		Pinellas County	Assistant County Administrator	970,600	2020
			Deputy County Administrator/Chief of Staff	970,600	2019
	<b>Illinois</b>	Lake County	Assistant County Administrator	703,462	2016
					2017
			County Administrator	703,462	2019
		Rock Island County	County Administrator	147,258	2017
		Winnebago County	County Administrator	290,600	2016
	<b>Michigan</b>	Grand Traverse County	County Administrator	90,782	2017
		Kent County	County Administrator/Comptroller	636,369	2017
		Lake County	County Executive	11,386	2015
	<b>South Carolina</b>	Beaufort County	County Administrator	192,122	2018
	<b>Wisconsin</b>	Dunn County	County Manager	44,122	2016
		Eau Claire County	County Administrator	101,400	2015
		Adams County	County Manager/Administrative Coordinator	20,220	2021



# City of Minot *North Dakota*

## CITY MANAGER



## EXECUTIVE RECRUITMENT



# CITY OF MINOT, NORTH DAKOTA

## C I T Y M A N A G E R



### MINOT

#### FACTS & FIGURES:



Median Age: **31.6**



**20,278**  
Households:



Median Household Income:  
**\$65,350**



Median Single-Family  
Home Value:  
**\$178,000**



**27.29** Square Miles:

## THE COMMUNITY

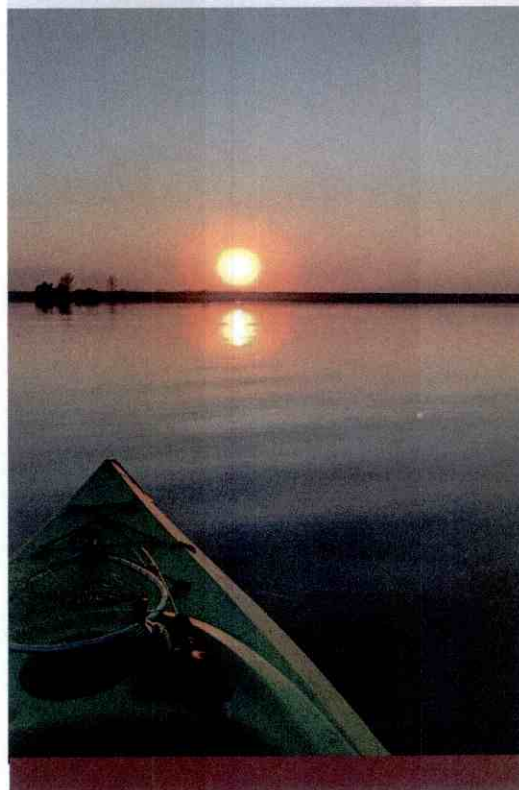
Minot, ND (population 48,000), The Magic City, is strategically located in north central North Dakota and is the fourth largest city in the state and a regional hub. The City has a strong diversified economy which features agriculture, energy and military defense. Minot offers a high quality of life with numerous amenities and excellent schools and healthcare. The community also enjoys direct air service to Minneapolis-St. Paul, Denver, Las Vegas and Mesa. Minot is also close to Canada with cities like Winnipeg and Regina within a five-hour vehicle travel distance.

The Minot Air Base is home to over 5,000 military members and over 5,000 dependents. It is the only air base in the country with a dual wing nuclear mission and is an important part of the regional economy. Minot is also home to Minot State University, with over 60 courses of study and an enrollment of 3,000. The region is served by Trinity Healthcare which is currently building a new \$350 million medical campus in the city.

Minot has outstanding recreational amenities and events, which include numerous parks, the Roosevelt Park Zoo, which was the first zoo to open in North Dakota, over 100 miles of trails and six golf courses. Lake Sakakawea, one of the largest man-made reservoirs in the country, is nearby and Lake Audubon and Lake Darling are also short drives from Minot. The region is well known for its hunting and fishing abundance and offers outdoor recreation for all ages and seasons.

The City annually hosts the North Dakota State Fair, which brings 300,000 attendees over the nine-day event. The community also is home to the Scandinavian Heritage Park and the annual Norsk Hostfest as well as numerous other community supported and organized festivals and events.

The City offers a thriving arts and cultural scene, including the Minot Symphony Orchestra, Minot Chamber Chorale, Mouse River Players, MSU Summer Theater and Arts in the Parks. Downtown Minot offers locally owned and unique restaurants and shops of all variety.





## THE POSITION IN BRIEF



The City Manager is appointed by the Mayor and City Council. The City Manager is expected to provide executive level guidance to the City Council for development of long-range policy and strategic planning as well as to oversee daily operations of a full service city with an annual operating budget of \$143,898,000 and 425 FTEs.



## MINOT FUN FACTS

Minot has been home to the North Dakota State Fair, the largest annual event in the state, for more than 50 years.



The Scandinavian Heritage Park pays homage to the five Scandinavian countries of Finland, Iceland, Denmark, Sweden and Norway.

The Minot Air Force Base is just north of Minot, and is the only dual-wing nuclear capable air base in the Air Force.



The Dakota Territory Air Museum, located in Minot, tells the rich and varied story of the region's aviation history.

## THE ORGANIZATION

Minot is governed by a Mayor and 6-Member City Council. The Mayor is elected at large for a four-year term. The Members of the City Council are elected at large for four-year terms and one half are elected biennially. The City is also served by several volunteer boards and commissions.

The City of Minot is a full service entity and includes the departments of Assessor, Airport, Attorney, Community Development, Human Resources, Engineering, Finance, Fire, Library, Municipal Court, Public Works, Police and the Office of Resilience, which are under the supervision of the City Manager. Parks and Recreation is provided through the Minot Park District, a separate political subdivision. The City also partners with Ward County, The Chamber of Commerce and Minot Area Economic Development Corporation to attract and retain business and industry.





# EXPECTATIONS AND PROJECTS

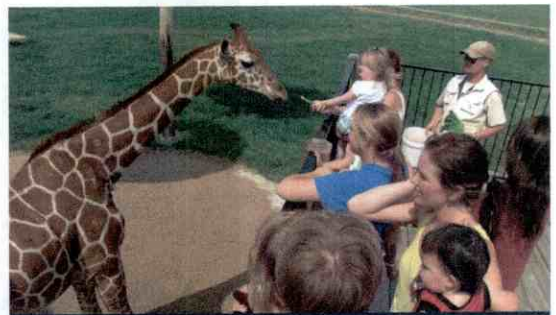
The next City Manager is expected to be a strategic and visionary leader who will build a strong working relationship between the Mayor, Council and City staff. The next City Manager will have demonstrated experience in managing and developing budgets as well as overseeing staff to ensure key goals are met. The next City Manager will be an active leader in the community, able to build and maintain strong working relationship with multiple community partners.

In addition, the next City Manager will have an opportunity to be engaged in or lead the following city initiatives:

- The \$1 billion-dollar, multi-year flood control project for the Mouse River. The next City Manager will continue to work closely with the Souris River Joint Board and State of North Dakota to ensure the region's efforts are funded and projects are completed.
- The Northwest Area Water Supply project which will address long term water supply needs for the City of Minot as well as the surrounding region will require continued partnerships within the region and state to ensure its scheduled completion.
- Support the efforts of the community to build environmental and economic resilience as outlined in the City's National Disaster Resilience program for which the City received \$74 M in grant funding.
- Engage the Mayor, Council and City staff in a City-Wide Strategic Planning Effort.
- Develop strategies to enhance community engagement and communication among a variety of stakeholders.
- Be an active partner with Ward County, The Minot Area Chamber of Commerce and Minot Area Development Corporation to further the City's and regions' economic growth.
- Be an active partner with the State of North Dakota and advocate on behalf of the City of Minot during the 2021 Biennial Legislative Session.
- Continue efforts to assess, evaluate and upgrade the city's technology, such as the current deployment of new enterprise wide financial software.
- In 2021, the City will undertake a Comprehensive Plan Update and has recently begun the process of reviewing and updating the Zoning Code.
- Develop opportunities for employee recruitment, retention and succession planning across all levels of the organization.

## THE IDEAL CANDIDATE WILL BE

- A highly collaborative leader with a communicative, team-oriented management style who is capable of mentoring and coaching staff.
- An ethical and professional manager able to inspire the confidence of elected officials, city staff and the general public.
- An open, transparent and proactive communicator with the Mayor and Council, city staff and the community at large.
- Accessible and approachable to all within the organization and outside of the organization.
- An innovative and strategic leader able to anticipate challenges, consider new approaches and to lead and develop improvement strategies.
- Able to build and maintain strong partnership and relationships with a wide variety of diverse stakeholders. A good listener with a high level of interpersonal awareness.
- A strong and fair leader who can establish expectations and hold individuals accountable to meet those expectations.
- Knowledgeable of best practices in municipal government and able to translate theory into practice to benefit the organization and community.

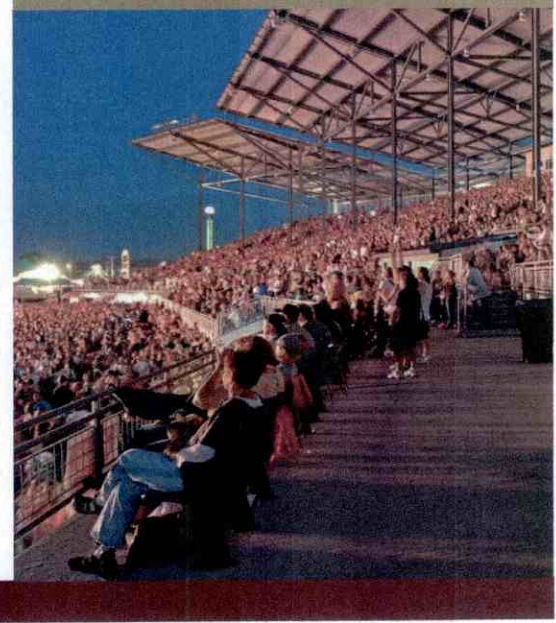


## CANDIDATE QUALIFICATION CRITERIA

The following education, experience, leadership and management criteria have been identified by the City of Minot as important skills and abilities for the successful candidate to possess:

### CANDIDATE MUST HAVES

- A Bachelor's degree in public administration, public policy, business administration or related field; MPA preferred.
- A minimum of five to seven years of executive level experience, preferably in an organization of a similar size.
- The ability to mentor, lead and develop staff.
- Excellent interpersonal and communication skills, able to connect with and relate to a wide variety of individuals and stakeholders.
- Strong skills in strategic and financial planning, with demonstrated experience of the same.







# CITY OF MINOT, NORTH DAKOTA

## CITY MANAGER

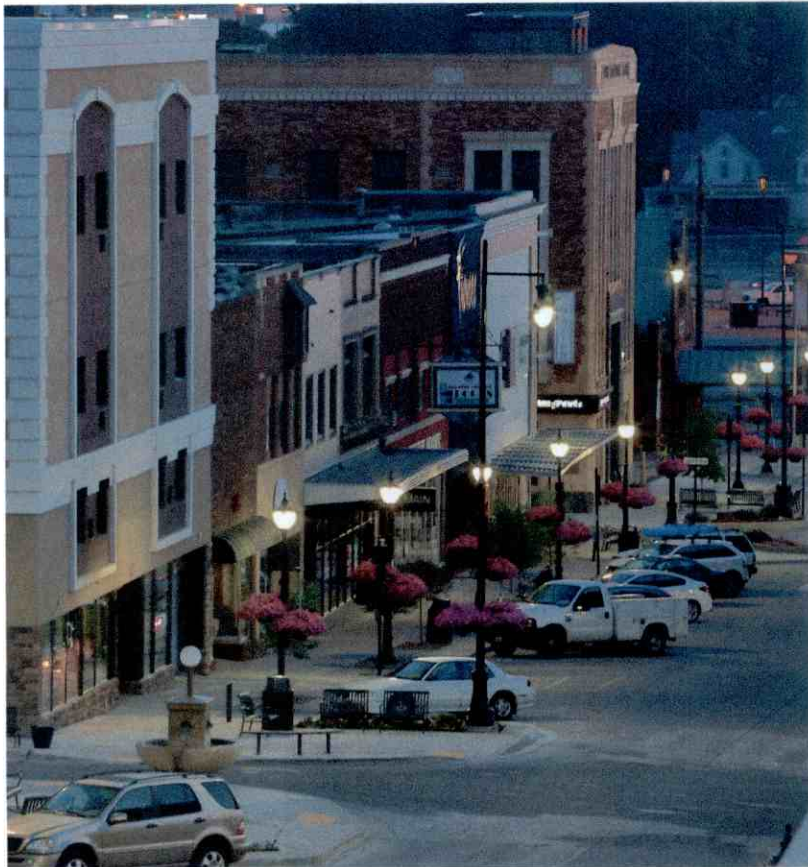
### COMPENSATION AND BENEFITS

Salary Range is \$140,000 – 170,000 +/- DOQ. The City provides an excellent and comprehensive benefits package.

### HOW TO APPLY

Interested candidates should apply by September 25, 2020 with resume, cover letter and five professional references to:

Charlene Stevens, Senior Vice President,  
GovHR USA, 630 Dundee Road, #130,  
Northbrook, IL 60062.  
Tel: 847-380-3240.  
Apply online at [www.GovHRjobs.com](http://www.GovHRjobs.com).



The City of Minot is an Equal Opportunity Employer.





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

Please Note:

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

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

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

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

Certification:

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

  
 Signature

Judith Schmittgens

Print Name

jschmittgens@govhrusa.com

Email Address

GovHR USA

Company Name

7/27/21

Date

Corporate Secretary

Title

847-380-3240

Phone





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

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

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

<b>PRODUCER</b> Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	<b>CONTACT NAME:</b> Select Commercial	<b>FAX (A/C, No):</b> (847) 440-9133	
	<b>PHONE (A/C, No, Ext):</b> (847) 797-5700	<b>E-MAIL ADDRESS:</b> select@assuranceagency.com	
<b>INSURED</b> GovHR USA, LLC GovTemps USA, LLC 630 Dundee Rd #130 Northbrook IL 60062	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Everest Insurance Co		
	INSURER B : Lloyds of London		85202
	INSURER C : Hartford Insurance Company		38288
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES****CERTIFICATE NUMBER:** 1068354887**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	91ML001668201	7/7/2020	7/7/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	91ML001668201	7/7/2020	7/7/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			91CU001265201	7/7/2020	7/7/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	83WECAF5AZK	3/7/2021	3/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			91CR000639201	7/7/2020	7/7/2021	Limit: 100,000 Aggregate: 250,000 Occurrence: 1,000,000 Deductible: 1,000 Deductible: 2,500 Agg.: 1,000,000
B	Cyber Liability			ESJ0219668983	7/7/2020	7/7/2021	
A	Employment Practices Liability			91ML001668201	7/7/2020	7/7/2021	

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

Professional Liability - Everest Insurance Co. -91ML001668201- Effective 7/7/2020 to 7/7/2021. \$1M Occurrence. \$2M Aggregate.

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

Umbrella sits over the General Liability, Professional Liability and Automobile Liability

**CERTIFICATE HOLDER****CANCELLATION**Town of Wayland  
41 Cochituate Rd.  
Wayland, MA 01778

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## PROPOSAL FOR EXECUTIVE SEARCH SERVICES CITY MANAGER HUBER HEIGHTS, OHIO

Submittal date: August 2, 2021

Submitted by:

Koff & Associates  
2835 Seventh Street  
Berkeley, CA 94710

**Gary Palmer ICMA-CM, AICP, CMFO**  
Executive Recruiter/Project Manager  
Alpharetta GA Office  
12457 Danesfeld Dr  
Alpharetta, GA 30004  
[gpalmer@koffassociates.com](mailto:gpalmer@koffassociates.com)  
510.345.3954



Koff & Associates  
A Gallagher Company





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A Gallagher Company

August 2, 2021

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

Dear Mr. Rodgers,

Thank you for the opportunity to submit a proposal to assist you and your staff with your executive recruitment search for a City Manager. Koff & Associates ("K&A") is a full spectrum, public-sector human resources and recruiting services firm that was founded by Gail Koff in 1984, and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations. K&A is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates who are dedicated to public service.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western U.S. Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

Our unique selling proposition lies in K&A Recruiting's experience supporting public sector clients throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide for advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data. K&A Recruiting uses National Language Processing to remove bias from our job ads, creating diversity in candidate pools to build workforces that accurately represent the communities served. Conducting countless executive search efforts has made K&A Recruiting an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments.

Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves in transparency, flexibility, and quality work. Our practices do not discriminate regarding race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability.

Gary Palmer, Executive Recruiter will be the Project Manager for all recruitment efforts along with K&A Recruiting's outstanding support team. You can reach him at 510.345.3954 or [gpalmer@koffassociates.com](mailto:gpalmer@koffassociates.com). You can reach me, Frank Rojas, at 510.495.0448 or [frojas@koffassociates.com](mailto:frojas@koffassociates.com). I am the Recruitment Manager and have the authority to submit this quote. K&A Recruiting has not and will not attempt to influence other firms' responses. No one at K&A has conflicts of interest. This proposal meets the minimum qualifications and accepts the terms and conditions, pending insurance review by our legal team.

Sincerely,

Frank Rojas  
Recruitment Manager



Koff & Associates  
A Gallagher Company

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Attachment: Sample Brochure	





## EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, K&A Recruiting knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment from the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships	K&A Recruiting provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization's people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees' certification training, we are leaders in public sector Diversity and Inclusion.
We leverage innovative search technology	K&A Recruiting uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

Our long list of clients indicates our firm's reputation as a quality organization that can be relied on for comprehensive, sound, and cost-effective results. K&A Recruiting is "hands on" and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Huber Heights.

K&A Recruiting uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.



## RECENT SUCCESSFUL RECRUITMENTS

Following is a partial list of recent executive recruitments conducted by Frank Rojas (some while at previous firm):

Agency	Title	Year Completed
City of Oxnard	Public Works Director, Asst. Public Works Director (2), Chief Financial Officer, Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Civil/Traffic Engineers	Current/2020/2019/2018
City of San Diego	Director of Transportation	Current
County of San Mateo Transportation Authority	Deputy Director, Transportation Authority	Current
City of Glendale	City Manager	2021
County of Riverside	County Executive Officer	2021
City of Salinas	City Manager, Finance Director	2021
Kensington PP&CDD	General Manager	2021
City of Colton	Public Works & Utility Services Director	2021
City of San Bernardino	Finance Director, Director of Animal Services	2021/2020
City of Carson	Public Works Director, Community Services Director, City Manager	2021/2020/2019
City of Ontario	Economic Development Director	2021
City of Redlands	Director, Municipal Utilities & Engineering, Fire Chief	2021/2020
County of Orange Social Services Agency	Division Director (3), Deputy Director	2021/2020/2019
County of Tulare	Director of Human Resources & Development, Director of Information & Communications Technology	2021/2020
City of Millbrae	Director of Finance, Community Development Director	2020
City of Berkeley	Operations Manager (2), Public Works Director, Asst. City Attorney, Health Housing & Community Services Director	2021/2020
City of Avondale	Development & Engineering Services Director, Economic Development Director	2020/2019
City of Redlands	Fire Chief, Director of Municipal Utilities & Engineering	2020





City of Shafter	City Manager	2020
City of Ontario Municipal Utilities	Assistant General Manager	2020
City of Bell	Director of Community Development	2020
City of Los Angeles	Human Resource & Payroll Project Manager (ERP implementation)	2020
County of San Bernardino	Public Works Director, Human Resources Director, Assistant HR Director, Director of Land Use Services, Regional Parks Director	2020/2019/2018
Orange County LAFCO	Assistant Executive Officer	2020
LA Metro	Chief Ethics Officer	2020
Orange County Fire Authority	Purchasing Manager, Fleet Manager, Human Resource Director	2020/2017
City of Banning	Director of Administrative Services, Director of Parks and Recreation	2019
City of Santa Ana	City Manager, Parks & Recreation Director	2019
City of Bell Gardens	City Manager	2019
City of Anaheim	Deputy Planning Director, Engineering Manager, Buyer	2020/2018/2016
City of Garden Grove	Finance Director, City Manager	2019/2016
City of San Marino	City Manager	2018
County of San Luis Obispo	County Administrative Officer	2018
County of Imperial	County Executive Officer	2018
City of Avalon	City Manager	2018



Koff & Associates  
A Gallagher Company

## PROJECT TEAM

### **Gary Palmer**

#### **Executive Recruiter (Works and Resides in Metro-Atlanta GA)**

Prior to joining Koff & Associates, Gary worked in local government for over 20 years with his last position being City Administrator for the City of Roswell GA in metro Atlanta. After his first of two tours as an active-duty US Marine, Gary was sworn in as a police officer in the Washington DC area. Looking to further fulfill his passion for public service, Gary proceeded to work his way through the ranks in several cities serving as: Geographic Systems Analyst, City Planner, Grant Manager, Community Development Director (Metro Detroit), Assistant Town Manager, Town Manager (Knoxville TN) and most recently as City Administrator.

Gary understands leadership, what it looks like, and is dedicated to bringing it to our clients. Having led all City departments gives Gary inside knowledge of the dynamics within local government and ability to ask the right questions so he can find the best leader to address the client's needs. Moreover, Gary has the unique ability to tap into the many veteran networks to recruit proven leaders. Gary's recruiting experience includes: Police Chief, Fire Chief, Finance Director, Transportation Director, IT Director, Chief Information Officer, Community Development Director, and Parks and Recreation Director.

Gary has expertise in the following areas: city management, public safety administration, personnel management/coaching, budgeting and finance, land use, community and economic development, performance management and innovation. Additionally, Gary has extensive experience working closely and directly with elected officials on their individual and collective initiatives such as strategic planning, master planning, organizational/leadership development, and personnel management.

Gary has served on numerous inter-agency boards, panels, commissions, and councils throughout his career and has been heavily involved in the International City/County Manager's Association (ICMA). He is a graduate of Leadership ICMA 2010, the Senior Executive Institute at the University of Virginia, and the Senior Executives in State and Local Government at the Harvard Kennedy School. He is a credentialed city manager through the ICMA, Certified Planner through the AICP, and Certified Municipal Finance Officer through the State of Tennessee. Gary's formal education includes a Master of Public Administration.





## PROJECT TEAM, Cont.

### **Frank Rojas** **Recruitment Manager**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contract labor industries as well as the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff including individual contributors for government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation and private industry.

Frank began his career in Contract Labor and over the next 20+ years launched seven start-up offices in several states and locations providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for City of Ontario CA, County of Riverside CA, County of Tulare CA, City of Salinas CA, and City of San Diego CA, recent successful efforts include positions of County Executive Officer, Director of Human Resources & Development, City Manager, Finance Director, Chief Ethics Officer, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

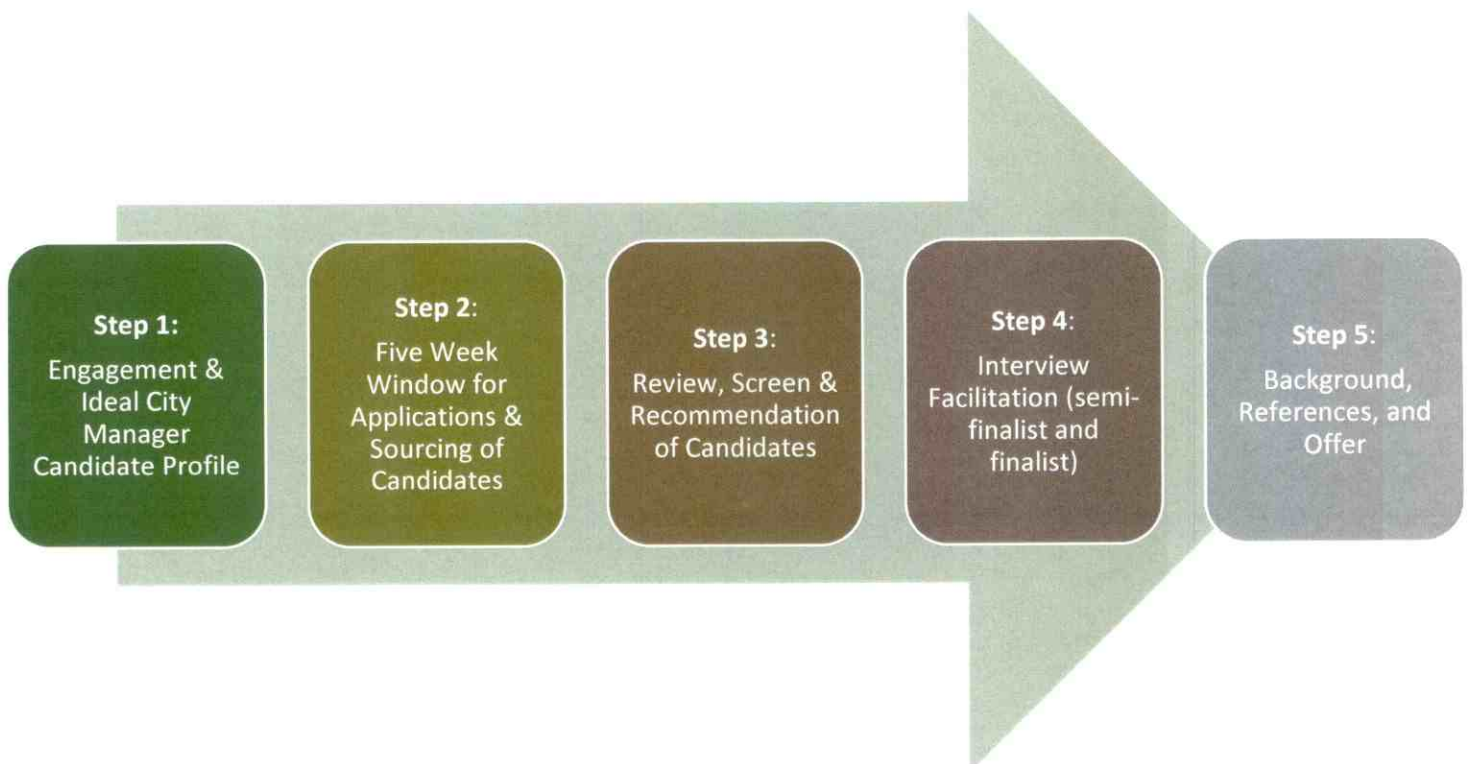


## PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. This includes focused advertising including websites and publications specific to women and minority candidates, business media, outreach emails to perspective candidates and referral sources, contacting users' groups and associations, and of course picking up the phone and proactively calling passive professionals that may not otherwise be looking.

K&A Recruiting will provide weekly progress reports to the City and participate in conference calls and/or onsite meetings as requested.

We are responsible for ensuring compliance, adhering to and maintaining all legally mandated documentation throughout the process.







## Step 1 Ideal Candidate Profile

The development of a desired profile for the ideal City Manager candidate for Huber Heights is crucial for a successful search process.

We will work closely with the City in identifying and/or developing:

- The various organizational needs, vision, values, mission, goals & objectives, strengths, challenges, opportunities and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new City Manager;
- Type of working relationship the City Council desires with the new Manager;
- Advertising in conjunction with a national outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A Recruiting.

At the conclusion of our meetings with the City Council, Executive Team, and any identified community stakeholders, there will be a clear consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

We understand the importance of successfully engaging your organization and community on this critical position. K&A Recruiting can create and execute a plan to engage staff and community partners (residents & businesses) with digital surveys and small group discussions. We will work with your experts, the City staff, to come up with the best engagement plan for this recruitment process.

### Brochure Design & Posting

Following the development of the candidate profile, a professionally produced recruitment brochure will be prepared in coordination with the City's project manager prior to posting. The brochure will highlight the strengths of the City, and surrounding community, its organizational structure and services, its values, vision, mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

## Step 2 Five Week Window of Application & Sourcing

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City's project manager, K&A Recruiting will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City including candidate documents, interview notes, and an outline of the recruitment process.





### Step 3 Recommendation of Candidates

K&A Recruiting will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and to establish best organizational fit of each candidate. This screening process is designed to assess the personal and professional attributes the City identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Professional fit based on the criteria set out by the City Council
- Cultural fit based on our understanding of important intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest;
- Level of commitment to the position and the organization; and
- Other issues, including salary requirements.

### Step 4 Interview Facilitation

We will advise and develop interviewing strategies and a menu of key questions that will help analyze candidates' qualifications and management/workstyle. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will be designed to elicit information, not only about each candidate's technical skillset and experience but also their leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview binders. We will also use evaluation criteria agreed to by the City.

We will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the project manager or committee at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

### Step 5 Background, References, and Offer

K&A Recruiting will conduct thorough reference and background checks for the final candidate. We start with employment and professional references, calling each and having an in-depth discussion covering strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. Our references will be documented and presented in a concise user-friendly manner.

Background checks are conducted in coordination with a third-party firm that will confirm educational degrees and check driving records, criminal records, and a financial history/credit check. We, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A Recruiting can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.



## Project Schedule

Following is an estimated project schedule which includes time to allow for community engagement. Sixteen (16) weeks to completion should allow enough time for all steps of the process and client schedules.

Weeks	4	6	8	10	12	14	16
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							





## REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Agency & Recruitments	Contact
<b>City of Oxnard, CA</b> <ul style="list-style-type: none"><li>• Public Works Director</li><li>• Asst. Public Works Director (2)</li><li>• Chief Financial Officer</li><li>• Purchasing Manager</li><li>• Controller</li><li>• Communications &amp; Marketing Manager</li><li>• Assistant City Attorney</li><li>• Civil/Traffic Engineers</li></ul>	<b>Lisa Baker</b> Assistant Director, Human Resources 805-385-7596 <a href="mailto:lisa.baker@oxnard.org">lisa.baker@oxnard.org</a> 4300 W. Third Street Oxnard, CA 93030
<b>City of Redlands, CA</b> <ul style="list-style-type: none"><li>• Director, Municipal Utilities &amp; Engineering</li><li>• Fire Chief</li><li>• Manager, Municipal Utilities</li></ul>	<b>Tommi Ng</b> Asst. Director, Risk & Human Resources 909-708-7679 <a href="mailto:tng@cityofredlands.org">tng@cityofredlands.org</a> 35 Cajon Street Redlands, CA 92373
<b>City of Carson City, CA</b> <ul style="list-style-type: none"><li>• Director of Public Works</li><li>• Director of Community Services</li><li>• City Manager</li></ul>	<b>Faye Moseley</b> Director of Human Resources and Risk Management 310-952-1735 <a href="mailto:fmoseley@carsonca.gov">fmoseley@carsonca.gov</a> 701 E. Carson Street Carson, CA 90745
<b>City of Salinas, CA</b> <ul style="list-style-type: none"><li>• City Manager</li><li>• Finance Director</li></ul>	<b>Marina Horta-Gallegos</b> Human Resources Director 831-758-7417 <a href="mailto:marinah@ci.salinas.ca.us">marinah@ci.salinas.ca.us</a> 200 Lincoln Avenue Salinas, CA 93901
<b>City of Roswell, GA</b> <ul style="list-style-type: none"><li>• Police Chief</li><li>• Fire Chief</li><li>• Recreation and Parks Dir.</li></ul>	<b>Jim Harner</b> Human Resources Director 770-594-6440 <a href="mailto:jharner@roswellgov.com">jharner@roswellgov.com</a> 38 Hill Street Roswell GA 30075





## PRICING PROPOSAL

### Project

- City Manager Recruitment

### Professional Fee and Expenses

- \$22,000, plus not to exceed \$7,000 expenses each recruitment.
- Total: \$29,000.
  - Expenses include brochure development and design, marketing & advertising, printing & shipping, associated consultant travel, and background. The \$7,000 is a not to exceed amount, but may end up being less.
  - Expenses will be billed in correlation to the steps described.

*Note: Expenses do not include candidate travel.*

### Placement Guarantee

K&A Recruiting is committed to recommending only the most qualified candidates who not only meet all the necessary requirements and qualifications but are also a cultural fit for the City of Greensboro. We proactively recruit for each search effort until a successful candidate is placed.

We therefore promise to present a slate of candidates to the City that includes only those individuals who have passed through all our screening processes and have been identified as potential ideal matches for the position requirements. Should the City disapprove of all final candidates and/or should none of the final candidates pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for executive and mid-management positions, we promise to conduct a one-time additional executive search to find a replacement should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues. In either case, as described above, we will identify a replacement and only charge through related expenses as described in the Pricing Proposal.

Overall, K&A Recruiting's retention rate during the first 12 months of hire is very strong and has been at over 95% over the last 37 years.



## Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first touch point with your future new employees.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. In other words, virtual interviewing may have become a necessity during a temporary crisis, but it is not a temporary strategy that should fall to the wayside after the crisis is over. How we communicate in virtual interviews is essential and will continue to be going forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to continue to maintain a professional demeanor during virtual interviews, and eliminate smart phone or competing screen distractions, just as you would in person, can also help the process.

## K&A Recruiting Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action efforts and providing equal employment opportunity to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies which provide that K&A Recruiting is committed to the implementation of the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.





Koff & Associates  
A Gallagher Company

## OTHER: INSURANCE CONSIDERATIONS

We will submit and support the levels of coverage and endorse the City with our General Liability coverage upon award of a contract for the project.

Workers' Compensation: Statutory Limits

Commercial General Liability: \$2,000,000 per occurrence

Professional Liability (Errors & Omissions): \$1,000,000 per occurrence

Automobile Insurance: \$1,000,000 per occurrence

We will be pleased to sign the City's professional services contract for recruitment services. We respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.



Koff & Associates  
A Gallagher Company

## SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

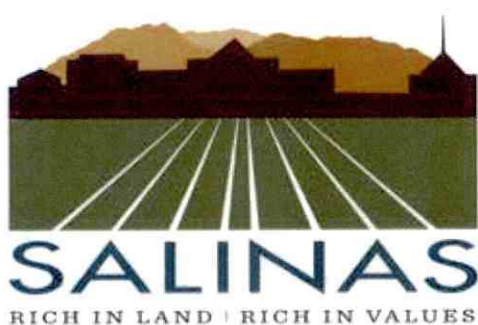
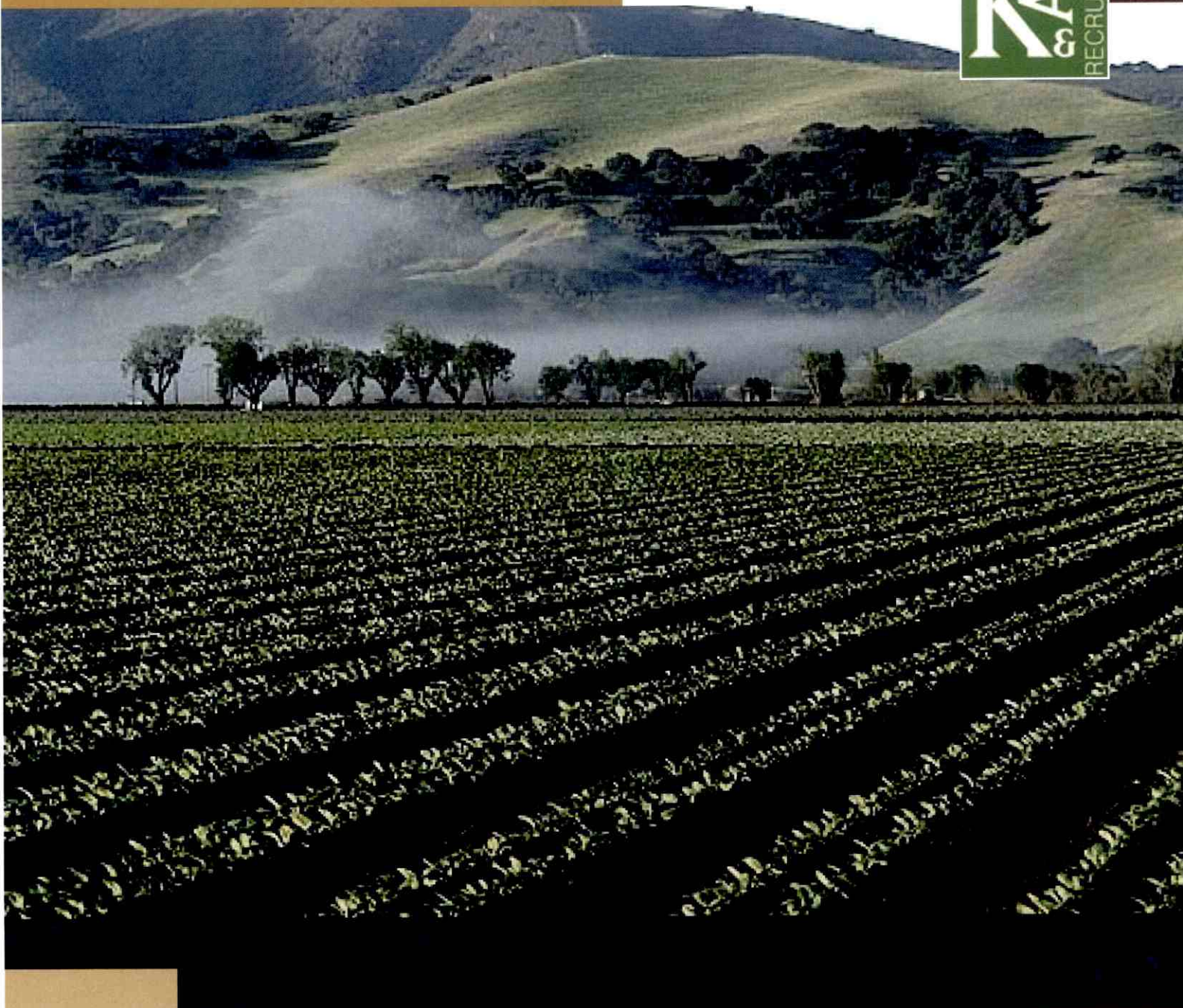
By: KOFF & ASSOCIATES  
State of California

Frank Rojas

Date: August 2, 2021

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Recruitment Manager



# Finance Director





## THE COMMUNITY

The City of Salinas is the 34th largest City in the state with a population of approximately 155,205. Salinas is located in beautiful Monterey County, and is the County seat. Just 40 minutes south of the heart of the nation's high-tech industry, Silicon Valley, the City has the largest population in California's Central Coast, is a multicultural and diverse community and a key asset in today's global economy. The region also boasts spectacular scenery, from breathtaking mountains and valleys, to the beauty of the sun, sand, sea, and soil. Salinas serves as the main business, governmental and industrial center of the region. The marine climate is ideal for the floral industry, grape vineyards, and vegetable growers. Salinas is known as the "Salad Bowl of the World" for its large, vibrant agriculture industry. The City is rich in diversity with an approximate 75% Hispanic population and a median age of 34, which allows for various cultural family activities and world class annual events such as the California Rodeo Salinas, El Grito Festival, Forbes Ag Tech Summit and world-renowned amenities right next door, including the Pebble Beach Golf Resort and the Monterey Bay Aquarium. Salinas is home to Hartnell, a robust community college, along with being just minutes from Cal State Monterey Bay. The City is also home to a wealth of cultural and historic assets, including the California Welcome Center/Regional Heritage Center and the National Steinbeck Center – the only museum in the country devoted to a single author – along with Steinbeck's family home. Salinas is the birthplace of John Steinbeck.

Although agriculture forms the economic base, more than 100 manufacturing, financial, and medical related firms call Salinas home. Salinas has a global reputation as an agriculture and innovation hub, it is a source for agricultural research and resources and is developing the latest technology and advancements. Some of the largest employers in the city include the County of Monterey, Taylor Farms, D'Arrigo Bros, and Salinas Valley Memorial Hospital.

Visitors can also explore the nearby Monterey Peninsula: the historic missions of San Juan Bautista, Soledad, Carmel and San Antonio de Padua, the world class wineries of South Monterey County and the beauty of nearby beaches and Pinnacles National Monument.

## CITY GOVERNMENT

The City of Salinas was incorporated in 1874 and became a Charter City in 1903. The City operates under a Council-City Manager form of government. The seven-member City Council includes six members elected by district for four-year staggered terms on a nonpartisan basis, plus the Mayor who is elected at-large and serves a term of two years. The City employs 530 full-time staff with 200 additional temporary employees. The total Operating and Capital budget is \$189 million. The City Manager leads and directs eight departments which include Administration, Community Development, Finance, Fire, Human Resources, Library and Community Services, Public Works, and the Police Department.

## THE DEPARTMENT

The Finance Department provides coordination and direction of all fiscal operations of the City. This includes, but is not limited to:

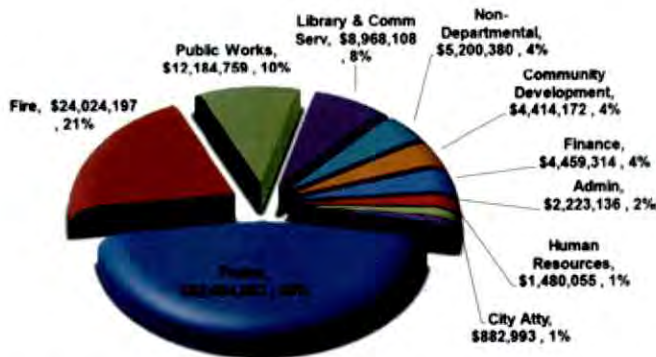
- ❖ Directing, monitoring, and controlling all assets and financial operations of the City.
- ❖ Providing a framework for financial planning and analysis to support the operation and management of all City Departments.
- ❖ Financial administration of the Successor Agency to the former Salinas Redevelopment Agency, Assessment Districts, Enterprise Operations, Internal Services and Trust Funds, and the City's General Fund.
- ❖ Managing a staff of approximately 25 I.T. and Finance professionals.

Departmental responsibilities include long-range financial planning, budget management, accounts receivable and payable, payroll, retirement administration, general accounting and reporting, debt administration, purchasing, revenue and licensing, information technology and assessment district administration.





**General Fund & Measure E & G FY 2020-21  
Expenditure Budget \$116,765,183**



## THE POSITION

The Finance Director plans, organizes, directs, and reviews the activities of the Finance Department including accounting, treasury management, revenue and licensing, information systems, purchasing, and central services; provides coordination and direction of all fiscal operations of the City including directing, monitoring, and controlling the assets and financial operations of the City; provides a framework for financial planning and analysis to support the operation and management of all City departments; oversees the resources and activities of the City-wide Information Technology (IT) function; and offers professional and technical staff assistance. This position assists in the preparation, implementation, and control of the City's annual operating and capital improvement budgets. The incumbent will coordinate, review, evaluate, and recommend improvements to the City's administrative and financial internal control systems and procedures, ensure audit compliance, administer deferred compensation programs and retirement plans, as well as the bonded indebtedness of the City. The Finance Director serves as City Treasurer and acts as fiscal officer for non-City agencies, prepares written and oral reports to staff, commissions, and City Council and performs other related duties as needed.

## CURRENT PRIORITIES AND OPPORTUNITIES

- ❖ Promote a culture of learning and communication that ensures the community is well informed while providing a high level of transparency, ethics, and confidence in local government.
- ❖ Provide financial guidance relevant to operational expenditures and closing budget gaps.
- ❖ Emphasize government transparency, trust, and accountability.
- ❖ Continue to enhance team building and interdepartmental collaboration.

- ❖ Develop an understanding of the City's diversity and ways to meet the needs of each unique population, and find commonalities to unify and build a stronger sense of community.
- ❖ Build a foundation of community involvement through access of information including policy direction and providing a voice and open communication to and from the general public.
- ❖ Hire a new Assistant Finance Director.

### The Salinas Plan:

The Salinas Plan is a Ten-Year Plan designed to provide the City with a path forward on maintaining a long-term balanced, sustainable budget while preserving City services and addressing the affordable housing crisis.

## THE IDEAL CANDIDATE

The ideal candidate will be an honest, collaborative, and confident leader with excellent supervisory skills; a strong communicator able to write reports with clarity and verbally articulate fiscal concepts to all levels of audiences. The Finance Director will manage a solid team and should have a willingness to delegate, and be a mentor, willing and able to develop staff. It is important for this individual to keep abreast of the American Rescue Act and be able to oversee multiple grants. The incumbent will be a responsible steward for the community, City staff, and leadership, and align decisions in support of the Salinas Plan. The ideal candidate will have a proven track record in implementing efficiencies, allowing the Department to assist the organization in achieving its financial goals.

The successful candidate will have demonstrated expertise and a solid track record in municipal finance and budget management, agency administration, and the ability to maintain collaborative relationships with City Council, staff, and the community. Excellent interpersonal abilities are necessary to build and maintain solid relationships with elected officials, regional business partners, union representatives, staff, and the community through open and respectful dialogue. It is important to engage and embrace the cultural diversity of the City.

### Key Attributes and Characteristics

- ❖ A strong leader who shares the vision of the council and community, and can advocate, articulate, and implement that vision. A manager who is able to blend innovation and creativity, someone who can think outside the box.
- ❖ A professional who can lead the organization with a commitment to uphold the values of Salinas, including valuing positive employee working relations and respecting the richness of cultures and diversity.



- ❖ A friendly approachable leader who can ensure quality customer service.
- ❖ Diplomatic, being known as a people person with an engaging style that is comfortable interacting with a wide spectrum of individuals and one who welcomes dialogue and discussion.
- ❖ A decisive, seasoned leader with the highest integrity, character, and ethics.
- ❖ Honest, with the ability to maintain and build trust and actively listen.
- ❖ Technologically astute, who recognizes the value of harnessing and integrating the benefits of cutting-edge technology for city government and for residents.
- ❖ A proven understanding of budget/structural deficits and the willingness and the ability to bring teams together to find solutions to challenging issues.
- ❖ An outstanding fiscal manager, able to develop and implement plans to expand the tax base, obtain grants, and manage costs.

## MINIMUM QUALIFICATIONS

- ❖ Bachelor's Degree in Public Administration, Business, Accounting, Finance, or a related field.
- ❖ Master's Degree (MA/MS) is highly desirable.
- ❖ Eight (8) years of senior-level municipal management experience in a public service setting with extensive experience working with a City Council or a Board of Supervisors.
- ❖ Four (4) or more years of senior management experience in local government of a comparable size to the City of Salinas is helpful.

## COMPENSATION AND BENEFITS

**The salary range for the Finance Director is \$144,048 - \$175,080 DOQ**

The City offers an attractive benefits package which includes:

- ❖ CalPERS Retirement Plan –The City participates in the California Public Employees' Retirement System (CalPERS) under a 2% @ 55 formula for Classic members. New members, as defined by PEPR, are under a 2% @ 62 formula.
- ❖ 457/401(a) Compensation – City-paid contribution based on months of service with the City.
- ❖ Health Insurance – The City currently pays 95% of the premium for the level of coverage the employee has selected, up to 95% of the PERS Choice Plan premium. The City pays the full amount of premiums for dental and vision plans.
- ❖ Holidays – 12 per year.

- ❖ Annual Leave – May be used for vacation and/or sick leave. Leave is accrued at a rate of 37 days per year for the first five years; 42 days per year for years six through ten, with additional longevity increase in annual leave after ten years of employment.
- ❖ Life Insurance – Term life insurance in the amount of \$150,000.
- ❖ Bilingual Pay – \$75 per pay period if Spanish is used in the course of his/her job duties (subject to passing a City-administered bilingual exam and administrative approval).
- ❖ Auto – City assigned vehicle or \$750 per month auto allowance.

## APPLICATION PROCESS AND RECRUITMENT SCHEDULE

**The final filing date is Friday, May 28, 2021.**

To be considered, please submit a resume, cover letter, and five work related references (who will not be contacted in the early stages of the recruitment) to: [koffassociates.com/finance-director-2/](mailto:koffassociates.com/finance-director-2/).

Resumes should reflect years and months of positions held, as well as size and budgets of past organization(s).



For additional information, please contact:

Frank Rojas  
Recruitment Manager  
Phone (510) 495-0448  
[frojas@koffassociates.com](mailto:frojas@koffassociates.com)  
Website: <https://koffassociates.com/>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. Koff & Associates will report the results to the City. The City will then select candidates to participate in City interviews on **June 17**. Extensive reference and background checks will be completed on the selected candidate.



# City of Huber Heights Executive Recruitment



RFP #21-001-CC

August 2, 2021

Submitted by Management Partners  
1730 Madison Road  
Cincinnati, Ohio 45206

[jnewfarmer@managementpartners.com](mailto:jnewfarmer@managementpartners.com)



# Management Partners



August 2, 2021

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

Dear Mr. Rodgers:

The search for a new City Manager is an opportunity for the City of Huber Heights to hire the person best positioned to lead the organization forward. Management Partners' recruitment specialists seek first to understand your organization and its specific needs, then draw on our extensive networks of local-government professionals to find the best candidates, and to help City leaders decide on the right person for the role. Our recruitment practice is built on understanding the importance of "best fit" for the organizational culture and the leadership qualities that meet the current and anticipated needs of the organization.

Several other qualities distinguish Management Partners' executive search services. Our recruiters have decades of experience working in local government, so they understand the demands of the position, the goals of the governing body, and the context in which the search is taking place. We are currently **assisting the Ohio cities of Sidney, Fairfield, Riverside, Middletown, and Woodlawn** with their executive recruitments. Our pool of associates reflects the diversity of our client base, and we use our regional networks to identify qualified candidates and vet them through the lens of the City's unique traits. We work with you to establish a schedule that will meet your requirements, and we are able to support the City and the preferred candidate even after the selection process to ensure a smooth transition.

Per the RFP, Management Partners is a Subchapter S Corporation incorporated in the state of Ohio in 1994. Our federal tax identification number is 31-1407585. We have offices in Ohio and California and consult in 44 states.

As President and CEO, I, Jerry Newfarmer, have the authority to make decisions for Management Partners. Management Partners has no exceptions in the proposal and we believe this proposal meets and exceeds the minimum qualifications listed in the RFP. We accept all requirements, terms and conditions contained in the RFP.

Management Partners is committed to equal opportunities in the workplace including diversity, equity, and inclusion. We do not discriminate on the bases of race, color, age, religion, sex, veteran status, sexual preference, national origin or disability.

## Executive Recruitment

Neither Management Partners, nor any of its agents has a conflict of interest with any City of Huber Heights employees. Management Partners has not, nor will try to induce any other person or firm to submit or not submit a proposal.

We appreciate the opportunity to submit this proposal. Our team looks forward to discussing our approach and qualifications with you in more detail. Please let me know if there is any other information we may provide.

Sincerely,



Jerry Newfarmer  
President and CEO  
1730 Madison Road  
Cincinnati, OH 45206  
(513) 861-5400



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## WHO WE ARE

Management Partners helps local governments strengthen their organizations through talent recruitment and team development.

**Founded:** 1994

**Offices:** Cincinnati, Ohio and San Jose and Costa Mesa, California

**Associates:** 100+, including a recruitment team of experts assigned to this project

**Clients to date:** 1,000+ local governments in 44 states

**Projects completed:** More than 1,700

**Services offered:**

- Executive Recruitment
- Organization Assessments
- Organization Development
- Performance Management
- Process Improvement
- Strategic and Business Planning
- Service Sharing and Service Consolidation
- Management Services
- Financial Planning, Budgeting and Analysis

## OUR PHILOSOPHY ABOUT EXECUTIVE HIRING SUPPORT

This proposal offers a proven process that consistently identifies excellent individuals for key positions in local governments, special districts and other public agencies across the nation. Our work is characterized by the following four qualities:



***Well-planned and Executed Hiring Support.*** Management Partners provides advice and support throughout the hiring process. Candidates are treated with respect and we help complete the hiring process in a way designed to launch the appointee's new relationship with the organization positively and productively.



***Quality Client Support and Communications.*** Management Partners provides complete information and regular communication throughout every step in the process. After we assist you in narrowing the field of candidates, we will develop an interview book to support your interview process that includes sample questions and what we have learned about each candidate.



***Extensive Depth and Reach.*** Management Partners seeks the best candidates by using our networks to identify superb professionals and encouraging them to consider applying. We carefully choose online sources and tools to encourage all qualified persons to apply.



***High Ethical Standards.*** We conduct each search with integrity, respecting the confidentiality of the City's decision-making process and the confidentiality of the candidate's interest in the position.

## EXPERIENCE

Management Partners provides quality executive recruitment for higher level local government professionals, including city managers. While our range of services covers everything that local governments need to understand and manage the organization, we have performed executive recruitment engagements for many jurisdictions in the last few years. As mentioned previously, **we are currently assisting the Ohio cities of Sidney, Fairfield, Riverside, Middletown, and Woodlawn** with their executive recruitments.

Jurisdictions in bold indicate city manager or deputy city manager searches. Numbers in parenthesis () indicate multiple recruitments.

- Bedford County, Virginia
- **Clayton, Ohio**
- **Cupertino, California**
- **Forest Park, Ohio (2)**
- Gilroy, California
- Los Altos Hills, California
- Los Angeles, California
- **Middletown, Ohio**
- **Minerva, Ohio**
- **Montgomery, Ohio**
- North Coast County Water District, California
- Oakland, California
- Petersburg, Virginia
- San Francisco, California
- Santa Clara Valley Transportation Authority, California
- Santa Clara, California
- **Santa Fe, New Mexico**
- Silicon Valley Clean Energy, California
- **Springdale, Ohio (4)**
- Transbay Joint Powers Authority (TJPA), California (2)
- Westerville, Ohio
- Worthington, Ohio

Management Partners has worked with Ohio jurisdictions with populations from 3,500 to 800,000 since our founding 27 years ago. The following is a list of Ohio clients we have assisted in the past five years.

- |   |                                       |               |
|---|---------------------------------------|---------------|
| ▪ Butler County                         | ▪ Hamilton County                     | ▪ Montgomery  |
| ▪ Butler Metropolitan Housing Authority | ▪ Hebron                              | ▪ Mt. Healthy |
| ▪ Cincinnati                            | ▪ Huron County                        | ▪ Oxford      |
| ▪ Cincinnati/Hamilton Co Public Library | ▪ Little Miami Fire District          | ▪ Riverside   |
| ▪ Clayton                               | ▪ Loveland                            | ▪ Sidney      |
| ▪ Fairfield                             | ▪ Miami Valley Communications Council | ▪ Springdale  |
| ▪ Forest Park                           | ▪ Middletown                          | ▪ Westerville |
| ▪ Green Township                        | ▪ Milford                             | ▪ Woodlawn    |
|   | ▪ Minerva                             | ▪ Worthington |

## REFERENCES

We have provided five references for Management Partners' executive recruitment engagements. We are happy to provide contact information for any former client.

### City of Clayton, Ohio ⇒ City Manager Executive Search

Management Partners assisted the Mayor and City Council of Clayton, Ohio with an executive search to fill their city manager position due to the retirement of the current manager. The recruitment included extensive personal outreach to current managers and assistants and the listing of the position announcement on ICMA and various state association websites. We screened all applicants, conducted preliminary interviews with the most highly qualified candidates and presented ten resumes for Council review. Five finalists were selected for interviews with Council and two candidates were invited for second interviews. We then performed background checks and personal reference checks for the two finalists, and the Council selected their preferred candidate. We assisted with preliminary contract negotiations. The successful candidate began her duties in March 2020.

**Contact:** The Honorable Mike Stevens, Mayor  
6996 Taywood Road, Englewood, OH 45322  
(937) 836-3500  
[mstevens@clayton.oh.us](mailto:mstevens@clayton.oh.us)

### City of Middletown, Ohio ⇒ Executive Search Services

Management Partners assisted the Mayor and City Council of Middletown with an executive search to fill their city manager position. The recruitment process included extensive personal outreach to current managers and assistants and the listing of the position announcement on ICMA, State, and Regional Association websites. We originally screened 24 applicants, preliminarily interviewed the most highly qualified candidates, and presented eight finalists and three alternate resumes for Council review. The eight finalists were interviewed via Zoom by a group of community leaders and were also interviewed via Zoom by key management staff. Council interviewed all eight candidates via Zoom and selected four individuals for follow-up interviews. Council narrowed their choice to two finalists and Management Partners completed professional references and background checks for both individuals. The preferred candidate was invited to Middletown for a personal interview session with City Council and a guided community tour. Management Partners assisted with contract negotiations for the selected candidate and the Middletown City Council approved the appointment of a new manager on May 19, 2020, who began his duties on July 13, 2020.

**Contact:** The Honorable Nicole Condrey, Mayor  
One Donham Plaza, Middletown, OH 45042  
(513) 425-7766  
[nicolec@cityofmiddletown.org](mailto:nicolec@cityofmiddletown.org)

### City of Springdale, Ohio ⇒ Executive Recruitment – Multiple Positions

Within the past five years, Management Partners assisted the City of Springdale with executive searches to fill the following vacancies: city administrator, assistant city administrator, economic development director, and building official. The recruitments included extensive personal outreach to current and former managers/administrators and their assistants and the listing of the position announcements on a variety of appropriate websites, including International City/County Management Association (ICMA), state, and regional associations. We conducted the original screenings, preliminary interviews with the most highly qualified candidates, and presented resumes for City review. Finalists were selected for personal interviews with the Mayor, City Administrator, and in some cases the Human Resources Officer. Background checks and personal reference checks were performed for finalists, and the Mayor or City Administrator selected the preferred candidate. Management Partners provided additional information for salary and benefit offerings.

**Contact:** The Honorable Doyle Webster, Mayor  
11700 Springfield Pike, Springdale, OH 44657  
(513) 346-5700  
[dwebster@springdale.org](mailto:dwebster@springdale.org)

### City of Forest Park, Ohio ⇒ City Manager Executive Recruitment

Management Partners assisted the Mayor and Council of Forest Park with an executive recruitment to replace their retiring city manager. The recruitment included direct personal outreach and listing the position on nationally recognized websites. We conducted the original screening of applicants, pre-interviewed the most highly qualified applicants, performed background and personal reference checks, provided a short-list of candidates and facilitated the interview process with the Mayor and Council.

**Contact:** Mr. Andrew Levandusky, Director of Human Resources  
1201 West Kemper Road, Forest Park, OH 45240  
(513) 595-5204  
[ALevandusky@forestpark.org](mailto:ALevandusky@forestpark.org)

### Village of Minerva, Ohio ⇒ Village Administrator Executive Recruitment

Management Partners assisted the Mayor and Council of the Village of Minerva, Ohio, with an executive recruitment to replace their 30-plus year Village Administrator. By design, the recruitment included extensive personal outreach to current and former Ohio managers and listing of the position announcement on state, regional and national websites. We screened all applicants, interviewed the most highly qualified applicants and narrowed the list to four finalists and two alternates. Background and personal reference checks were performed after the Mayor and Council interviewed the initial four candidates. The preferred candidate was invited for a second interview. We assisted with contract negotiations for the preferred candidate and facilitated the process to a successful contract award. The new administrator began his duties in September 2019.

**Contact:** The Honorable Tim Tarbet, Mayor  
209 North Market Street, Minerva, OH 44657  
(330) 868-7705  
[ttarbet@ci.minerva.oh.us](mailto:ttarbet@ci.minerva.oh.us)

### Sample documents

Enclosed with our material are two sample documents from our Middletown Executive Recruitment: the position profile and the redacted interview book.



## OUR APPROACH

Our approach to each executive search is individually planned and executed to make certain your needs are met and you have an excellent pool of candidates from which to choose. We work with you to articulate the core values of the organization and the key issues to be addressed when recruiting a new person.



***We recruit proactively.*** Our work assisting local governments across the U.S. gives us a national presence through the clients we serve and the skills and contacts of our staff. This perspective is a particular strength as we work to bring highly qualified candidates to your organization. We believe that thoughtful, intentional outreach, tailored to each search, is the key to success in executive recruitment.



***We get results.*** We will complete a search to your satisfaction regardless of the time and effort required.



***We guarantee our work.*** If the person you hire does not work out within a year, we will reopen the search and assist you in replacing the person for no additional professional fee. Should this unlikely situation occur, we would expect to only be reimbursed for out-of-pocket expenses for advertising and related costs.

### ***Our Understanding***

Leaders in the City of Huber Heights desire professional assistance during the search for a candidate to replace the Interim City Manager. The City Manager reports to the City Council and Mayor and is responsible for overseeing City departments' service delivery to its more than 38,000 residents.

Management Partners will provide the following services to assist with the search and placement for the candidate that is the best fit for the City.

- Develop a timeline that is acceptable to City leaders;
- Conduct interviews with each member of the City Council, Mayor and other stakeholders;
- Conduct meetings with selected staff and key community members;
- Develop a candidate profile;
- Develop a marketing strategy;
- Use our networks to reach out to qualified individuals, including qualified candidates that applied for other recent executive positions;
- Advertise the position;
- Develop screening requirements;
- Conduct preliminary video interviews with the top seven to ten candidates;
- Meet with the Mayor and City Council through a video conference to discuss the top candidates;

- Notify all candidates of their status;
- Meet with City leaders to determine the finalists;
- Coordinate interviews;
- Develop a search report that includes strengths, resumes, results of interviews and background checks, and suggested questions;
- Assist during interviews;
- Discuss interview results with the Mayor and City Council;
- Notify the finalists of the status; and
- Conduct reference and background checks and psychological assessments on the desired candidates.

Based on our experience and our understanding of the needs of Huber Heights as outlined in the RFP, we have prepared the following detailed plan of work. We expect that we will refine the following framework to address your specific circumstances and preferences.

### Activity 1 – Develop Search Strategy



Management Partners begins each search by asking the question, “How would you know in a year or five years from now that you had hired the right person?” We need to understand both the explicit and implicit standards of the organization.

To answer this important question, we will meet with the Mayor and City Council members and department leaders, key staff, and other stakeholders recommended by the City to understand the duties and responsibilities of the position, minimum qualifications, evaluation criteria and other important qualities and characteristics essential to success in the position. We will conduct meetings with department directors and the community to receive their valuable input.

We want to understand the culture and the strategic goals that the organization has for the new City Manager. Our team is led by a recruitment specialist who is knowledgeable about the operating environment, offering a unique combination of skills and perspective.

At the conclusion of these interviews and meetings, we will prepare a comprehensive and visually appealing position brochure for your review, modification, and agreement prior to beginning the search. This profile will identify your organization’s needs, the strategic challenges of the position as well as the personal and professional characteristics of the ideal candidate. This document drives the recruitment and enables us to focus our efforts on candidates who will be most able to do the job.

Management Partners will then identify how we will contact individuals who could best meet the requirements established in the position profile. We start with the premise that we want to attract the best people in the field, regardless of whether they are looking for a new job. We develop a unique relationship and familiarity with them which oftentimes helps raise their level of interest in new offerings in this region.

The strategy will identify target networks and organizations as well as communication methods for reaching outstanding candidates and those who could recommend professionals we should contact for the position. We use a wide variety of sources including professional association networks, websites and industry publications, resources from past consulting assignments, and targeted networking, including through LinkedIn. As with all our recruitments, the strategy includes specific organizations and networks for reaching women and minority candidates who would be outstanding individuals for the position.

## Activity 2 – Conduct a Comprehensive Recruitment Campaign

We will canvass our networks to identify candidates who will be most able to do the job and distribute the brochure to qualified professionals and those who could refer qualified individuals to us. We will use the synergy we have with candidates working with us on several positions in this area and who sometimes apply for multiple positions. We will also place targeted advertisements and electronic postings in appropriate media. We will make direct personal contact with those we believe would be a best fit for your position. We will use the written profile and other materials that describe the opportunity to help us persuade those most qualified to consider the position.



Management Partners will screen the resumes of all candidates, looking for the experience and skill sets that most closely meet the requirements of the position. We will conduct preliminary interviews through video or telephone with the most qualified candidates. Through these interviews we learn the individual's reason for being interested in your position, whether they have encountered challenges similar to those in your organization, and what the candidate believes they would bring to your position. We also obtain compensation history and reference information. Internal candidates (current employees) will be screened using the same standards by which external candidates are evaluated.

We use a competitive assessment process that consists of evaluating each candidate against the field in terms of their ability to meet the challenges of the position. We place each individual in one of three groups: A) those we believe to be best qualified to be successful in the position, B) those we believe could be successful in the position but are not as strong as those in the first group, and C) the balance of the field.

As your representative for the recruitment process, we take steps to ensure that your reputation is preserved by ensuring courtesy and confidentiality in our communications throughout. For the top candidates, we then talk with professional references with whom they have worked (including those they have supervised and those who have supervised them).

## Activity 3 – Facilitate the Selection Process



We will meet with the hiring manager and/or to discuss the candidates recommended for further consideration. During the meeting we will review the resumes, discuss the results of our preliminary interviews, and determine which individuals you are interested in inviting for interviews.

We will prepare an interview book that contains information about each of the persons to be interviewed. We will be prepared to support the interview process to the extent you desire, including sample questions for the Mayor and City Council to ask candidates. This will often include structuring an out-of-town candidate's visit to enable him/her to gain more comfort with the attractions and challenges in your community and to give you a second and deeper chance to examine the candidate.

We will also conduct education, certification, credit and criminal background checks (each going back five to seven years) to confirm the strength of their credentials for the position. We do this using a contractor with the technical ability and legal authority to conduct these investigations. We will coordinate psychological assessments with the lead candidate.

## OUR TEAM

Our team of associates assigned to this project possess relevant skills and knowledge, including many years of recruiting experience, public service, and consulting expertise.

Greg Horn, who resides in Centerville, Ohio, will serve as lead recruiter and will be supported by Mike Casey and Suzanne Martin. Mike will assist Greg throughout the process. Suzanne will be involved with screening and preliminary interviews.

The qualifications of each team member are briefly summarized below. We have included complete resumes for each person in Attachment A of this response.

### Greg Horn, Special Advisor

- Joined Management Partners in 2017 after nearly **four decades in local government**, all of them spent as a chief executive officer. Greg served most recently as city manager in Centerville, Ohio, a position he held for 25 years.
- **Recruiter** for the cities of Montgomery, Middletown, Springdale, Worthington, Westerville, Clayton, Minerva and Forest Park Ohio; and Bedford County and Petersburg, Virginia.
- Currently assisting the Ohio cities of **Sidney, Fairfield, Riverside, Middletown, and Woodlawn with their executive recruitments.**
- Past president of the Ohio City/County Management Association and the Dayton Area Managers Association.



### Mike Casey, Partner

- **More than 35 years of experience** in local government management.
- Has served as a **city or county manager** in Oregon, Colorado and Virginia, and has held other management positions in Missouri, North Carolina and Iowa.
- Over the span of his career, he has **assisted more than 200 local governments recruit their next city manager, county manager or senior staff member** and assisted public and private organizations in developing strategic business plans, creating and managing operating and capital budgets, improving project management capacity, analyzing organizational performance and evaluating service consolidation options.
- Served as a regional vice president for the International City/County Management Association.
- Served as **lead recruiter** for Ann Arbor, Bay City, East Lansing, Lansing Saint Joseph and Traverse City, Michigan; Barron County, Wisconsin; Blue Springs, Branson and Independence, Missouri; Brentwood, Tennessee; Brooklyn Park, Minnesota; The Columbia Corporation, Maryland; Jacksonville, North Carolina; Miami Beach, Florida; Northglenn, Colorado; Olathe, Kansas; and The Woodlands Corporation, Texas.



### Suzanne Martin, Senior Management Analyst

- Brings expertise in conducting **qualitative and quantitative research**.
- Suzanne has **supported the following recruitments**: Bedford County and Petersburg, Virginia; Clayton, Middletown and Springdale, Ohio; Santa Fe, New Mexico; and Hayward Area Recreation District, Los Angeles, Oakland, and Transbay Joint Powers Authority, California.
- Performs **benchmarking analyses, organizational assessments and analytical research** for a wide variety of projects, including user fee assessments, service consolidation studies, and budget stabilization projects.
- Received her master's degree in public administration from San Francisco State University in December 2009.
- Spent two years as a graduate student intern at the California Public Utilities Commission, where she conducted **business services-related program evaluation and policy analysis**.
- Member of Pi Alpha Alpha.





## PROPOSED TIMELINE AND COST

### *Cost*

Management Partners will charge a flat fee for providing these services that includes our team's normal direct expenses. The fee for the recruitment support is \$23,900. This will be billable in three installments, the first at the beginning of the recruitment project, the second when the pool of candidates is delivered, and the final installment when the successful candidate is appointed. Advertising expenses and background checks will be billed to the City, with prior approval at cost. We estimate the advertising costs for this engagement will not exceed \$1,000. Background checks on candidates will be approximately \$100 per candidate. The psychological assessment will be approximately \$1,500 per candidate.

We are prepared, have the availability, and are qualified to conduct this recruitment for the City. We can begin the recruitment within two weeks of receiving the signed contract.

### *Proposed Timeline*

The proposed timeline can be adjusted according to the needs of Huber Heights. However, we estimate the search and offer will take approximately 17 weeks.

Activity	Schedule
<b>1 – Develop Search Strategy</b>	Weeks 1-3
<b>2 – Conduct a Comprehensive Recruitment Campaign</b>	Weeks 3-8
<b>3 – Facilitate the Selection Process</b>	Weeks 8-17

### *Conclusion*

Management Partners has the experience, the professional talent, and the commitment to quality necessary to successfully help the City of Huber Heights find its next City Manager. We welcome the opportunity to provide additional information that may be helpful, and we look forward to the chance to discuss the ideas contained in this proposal.

## ATTACHMENT A – RESUMES

### GREGORY B. HORN

Greg Horn, Special Advisor, has 40 years of local government management experience, serving as city manager in four communities within Ohio and Missouri. He joined Management Partners in 2017, after retiring as city manager of Centerville, a position he held for 25 years.

#### Relevant Projects

Since joining Management Partners, Greg **led or assisted with city manager recruitments** for the cities of Forest Park, Minerva, Montgomery, Clayton, Middletown and Springdale, Ohio. He has also led or assisted several Fire, EMS and Police Chief recruitments including the recent Police Chief recruitments in Westerville and Worthington, Ohio and the Director of 911 Dispatch in Bedford County and the Fire Chief for Petersburg, Virginia. He recently assisted with the Management Partners' review of the Newport News, Virginia Fire Department.

#### Experience

Greg has extensive experience in economic development, utility management, and infrastructure project oversight. He has managed construction efforts for utility plant expansions, water towers, police facilities, government centers, industrial parks, park and recreation developments, including a \$300 million municipal golf/residential development.

#### Expertise

Skilled at executive recruitment, organizational review, merger studies, annexation analysis, shared services studies, municipal golf course/operational reviews, retreat facilitation, and economic development analyses.

#### Education

Greg holds a Bachelor's degree from Bowling Green State University as well as a Master of Science degree in public administration from the University of Missouri where he was awarded a research assistantship. He received additional training in emergency preparedness, attending FEMA's National Training Program in Emmitsburg, Maryland and represented Southwest Ohio on an economic development mission to Japan and South Korea.

#### Other

Greg served as the past president/chair of the Ohio City/County Management Association, the Dayton Area Managers Association, the Miami Valley Communications Council, the Tri-Cities North Regional Wastewater Authority, and the Montgomery County Regional Communication Council of Government. He served on numerous technical advisory committees throughout his career ranging from regional economic development and utility systems to airport master plans and statewide solid waste committees.

Greg was recognized by the Ohio City/County Management Association when he received their Career Development and Local Government Cooperation Awards and has been awarded Life Member Status by the International City/County Management Association. He has been a member of Rotary International for over 30 years in Centerville. He served as the Ohio Chapter Past President and has twice received the Paul Harris Fellow award.

## J. MICHAEL CASEY

Mike Casey joined Management Partners in 2006 as a partner. He has more than 35 years of management experience in local government and the private sector and is a recognized regional and national leader in industry professional organizations.

### Relevant Experience

As a consultant, Mike has assisted public and private sector organizations, including the cities of Boston; New Orleans; San Diego, Louisville, Kentucky; and Fulton County, Georgia. **He has also assisted cities and counties in recruiting leaders whose skills and experience were well-suited to their specific requirements.**

Mike served as city or county manager in Grants Pass and Gresham, Oregon; Mesa County, Colorado; and Middleburg, Virginia. He also worked in local government management positions in Independence, Missouri; Winston-Salem, North Carolina; and Des Moines, Iowa.

### Expertise

Mike is passionate about helping organizations and communities articulate and achieve their goals. He has practical experience in the difficult process of building communities and managing for short-term, as well as long-term, results.

He has direct experience in obtaining cost-effective results for service delivery at both the community and regional level. In the Portland, Oregon, metropolitan area, he was instrumental in delivering fire protection services across community boundaries to a significant portion of the metropolitan area. In Louisville, he evaluated the effectiveness of the merged Emergency Medical Services operation to identify improvements.

### Education

Mike graduated from Coe College with a double major in history and political science and he earned a master's degree in public administration from Pennsylvania State University, where he was the Cappazola Fellow. He also holds a Certificate in Local Government Management from Harvard University.

### Other

He has served as president of the Oregon City Management Association, as regional vice president for the International City/County Management Association, and as fellow of the American Leadership Forum.

## SUZANNE H. MARTIN

Suzanne Martin, Senior Management Analyst, joined Management Partners in May 2010. Since that time Suzanne has performed benchmarking analyses, organizational assessments and analytical research for a wide variety of projects.

### Relevant Experience

Suzanne contributed to service consolidation studies for the cities of Las Vegas and North Las Vegas; and the cities of Burbank, Glendale, and Pasadena. She also provided benchmarking and cost-driver analyses for budget stabilization projects that Management Partners conducted for the cities of Fremont and Santa Ana. Some of Suzanne's other recent projects include user fee assessments for the City of Brentwood and County of Orange, and a countywide fire service review for the Local Area Formation Council of Santa Clara County.

Suzanne came to Management Partners following a two-year internship at the California Public Utilities Commission. She performed program evaluation for many of the business services-related programs in place at the CPUC, including the Transit Pass, Reprographics, Environmental Sustainability, and Temporary Staffing programs.

Prior to embarking on her career in public service, Suzanne worked at a private nuclear security services firm headquartered near Chicago, Illinois. Suzanne was responsible for such duties as training nuclear security personnel on the operations of security systems, factory-acceptance testing security systems, documentation control, and technical writing.

### Education

Suzanne received her bachelor's degree in psychology from the University of Wisconsin-Madison. She earned her MPA from San Francisco State University, and is a member of Pi Alpha Alpha, the national honors society for public affairs and administration.

## ATTACHMENT B – REQUIRED DOCUMENTS



### **RFP Checklist:**

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

X	<b>Read the <u>entire</u> document.</b> Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
X	<b>Note the procedures for communication with the City during the RFP process.</b> All communication during the RFP process must be in writing. Offerors should not contact City personnel or officials outside of the opportunity provided in the document.
N/A	<b>Attend the pre-proposal conference</b> if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
X	<b>Take advantage of the “question and answer” period.</b> Submit your questions by the due date listed and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
X	<b>Follow the format required in the RFP</b> when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
X	<b>Provide complete answers/descriptions.</b> Read and answer <b>all</b> questions and requirements. Don’t assume the City or the evaluating staff will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City of Huber Heights. The proposals are evaluated based solely on the information and materials provided in your response.
X	<b>Use the forms provided, if any.</b> e.g., bidders’ submittal page, reference forms, attachment forms, etc.
X	<b>Before submitting your response,</b> check the City’s website at: <a href="http://www.hhoh.org">www.hhoh.org</a> to see whether any addenda were issued for the RFP.
X	<b>Review and read the RFP document again</b> to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluating staff members and will be used to score your response.
X	<b>Submit your response on time.</b> Note all the dates and times listed in the RFP and be sure to submit all required items on time. Late proposal responses are <b>never</b> accepted.

**Please Note:**

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

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

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

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

**Certification:**

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

Jerry Newfarmer  
Signature

Jerry Newfarmer  
Print Name

jnewfarmer@managementpartners.com  
Email Address

Management Partners  
Company Name

July 28, 2021  
Date

President and CEO  
Title

513-861-5400  
Phone



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2021

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

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

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL: BusinessService@LibertyMutual.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> Management Partners Inc. 1730 Madison Rd Cincinnati OH 45206	INSURER A: Ohio Security Insurance Company 24082 INSURER B: American Fire and Casualty Company 24086 INSURER C: Ohio Casualty Insurance Company 24074 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 60176632

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BKS57826057	3/1/2021	3/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAA57826057	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		USO57826057	3/1/2021	3/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XWS57826057	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Employment Practices Liability		BKS57826057	3/1/2021	3/1/2022	Per Claim Limit \$10,000 Aggregate Limit \$10,000 Per Claim Deductible \$5,000

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

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carmen Hendewerk

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SAMPLE



# MIDDLETOWN

INVITING APPLICATIONS FOR

**CITY MANAGER**

CITY OF MIDDLETOWN, OHIO





## INTRODUCTION

The City of Middletown, Ohio is seeking a progressive, innovative leader with a proven record of accomplishment at the local government level. Middletown is positioned well for continued economic growth along the I-75 corridor midway between the merging Cincinnati and Dayton, Ohio Standard Metropolitan Statistical Areas. Middletown is experiencing resurgence in business activity, downtown revitalization and historic preservation. The community seeks a dynamic, highly driven and passionate individual to assume its City Manager role and continue to build on the positive momentum that has been established during the past several years.

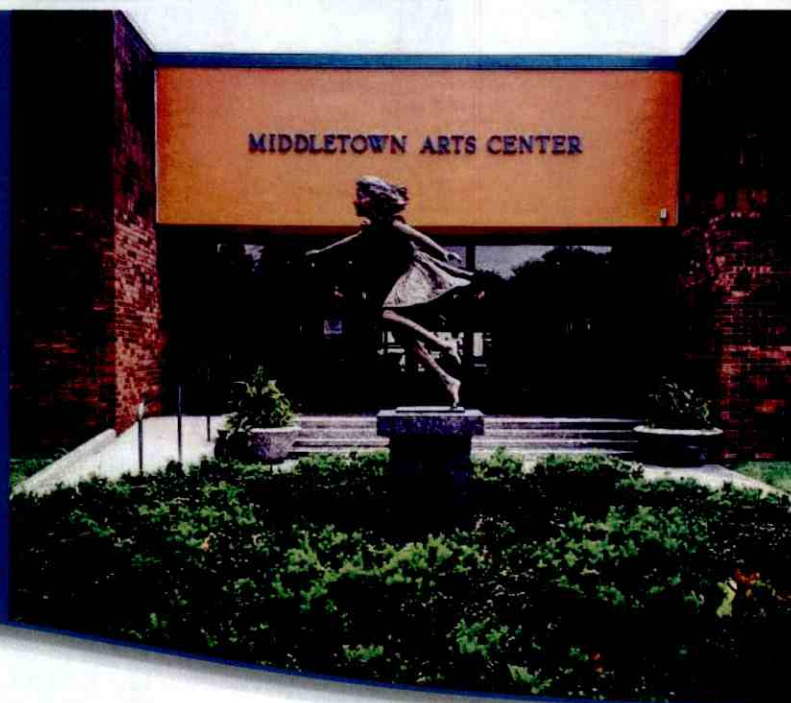
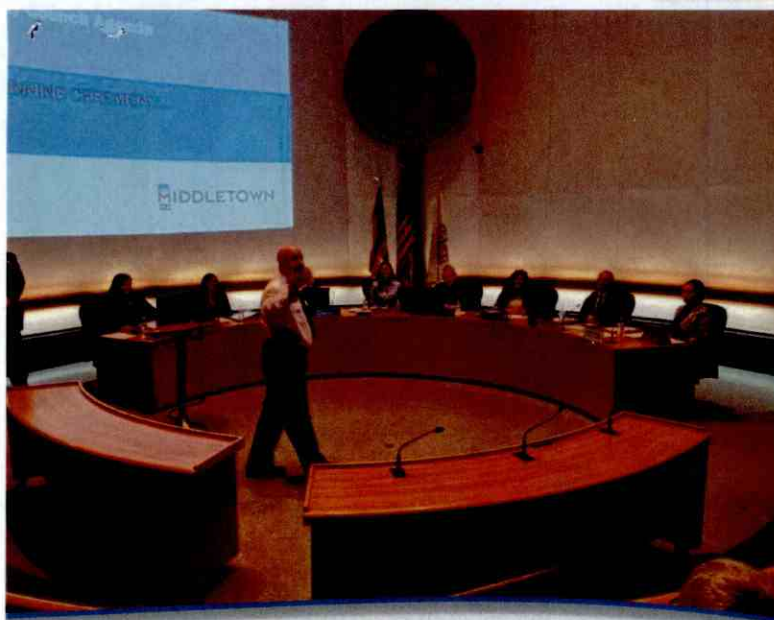
## THE COMMUNITY

Middletown is a diverse community with 48,694 residents that has a proud All-America City history of economic success and tradition in Southwest Ohio. Like many industrialized Midwestern cities, it felt the loss of high paying jobs from blue collar skilled positions to corporate officials through the 1980s and early 2000s. Recent development successes and a renewed focus on reestablishing a community sense of place are causing a stir among some people in the region that Middletown has turned the corner and is actively laying a strong foundation for a Renaissance period that is long overdue.

Two new hospitals, investment in industrial parks, and major reinvestment in the downtown core and a renewed and growing appreciation of the City's stately historic homes all indicate consistent signs of new community energy. Site selectors and venture capitalists are increasingly targeting Middletown as an attractive location for development. Major reinvestment in the City's schools, regional airport, and planning efforts for new commercial development are gaining momentum.







## THE ORGANIZATION

Middletown operates under a Council-Manager form of government that was first implemented by voter approval in 1913. The City Manager is appointed by the five-member Council and is responsible for the appointment of all municipal personnel other than the Clerk of Council. The Middletown Mayor is directly elected and the four Council members are elected at large.

The City operates a full complement of services including public works, sanitary sewer, water distribution and treatment, police, fire and EMS, a municipal/regional airport, Board of Health, and a complete array of development services. The City of Middletown employs approximately 383 full-time personnel and has been carefully and methodically rebuilding its staffing levels from the reductions of the recent Great Recession years. Middletown comprises a geographic area of approximately 25 square miles and claims significant frontage along the banks of the Great Miami River. The City's 2020 municipal budget totals \$146,486,194 with a general fund appropriation of \$34,501,472. The main revenue source is its municipal income tax which is levied at a voter approved rate of 1.75% with .25% of that amount earmarked for safety services. The City holds an A1 municipal bond rating.

Major employers within Middletown are AK Steel, Middletown City Schools, Premier Health Network, Kettering Health Network, and Miami University-Middletown as well as numerous employers in industry and manufacturing.

## CHALLENGES AND OPPORTUNITIES FOR THE NEXT CITY MANAGER

The Middletown City Manager must be a dynamic, highly self-motivated professional who exudes confident leadership and a passion for local government. The City of Middletown is gathering increased momentum in addressing challenges that have confronted the community for several years. The next City Manager needs to be able to multi-task and build and nurture coalitions and partnerships to successfully propel Middletown forward. While Middletown is small enough to maintain an appreciated familiarity and valued sense of place among its residents, it is large enough to have incurred the challenges of more urban cities with issues of diversity, homelessness, opioid addiction, etc. This position is not well suited for a manager that appreciates the status quo. Rather, it is a tremendous management opportunity for a hard charger who is prepared to seize the existing momentum and progress that has been established and build on that base for a brighter future.







## THE IDEAL CANDIDATE WILL . . .

- Possess a Bachelor's degree from an accredited college or university in Public Administration, Business Administration or a related field; a Master's degree is preferred
- Have ten or more years of progressive, successful work experience in local government management, or an equivalent combination of education and experience to provide the required knowledge, skills and abilities
- Possess the ability to successfully manage complex and varied municipal operations
- Serve as the voice and face of Middletown with outside groups and regional agencies
- Have knowledge about economic, regulatory and business land use development tools and practices
- Be innovative, collaborative and willing to take calculated risks to propel Middletown forward
- Possess the ability to evaluate and assess current conditions, challenges and opportunities and have the skills, courage and finesse to make the difficult decisions needed for Middletown to reach its potential and to effectively leverage its assets and strengths for the betterment of the residents
- Have the knowledge and experience to seek and secure financial grants and funding assistance that enhances Middletown's development goals and vision
- Possess the energy and determination to hit the ground running in a community that respects its past but is poised to welcome and implement new practices going forward.

## COMPENSATION AND BENEFITS

The compensation package includes a salary range of \$145,000 to \$185,000 and a competitive fringe benefit offering. The Middletown City Council desires that the next City Manager be a resident of the community and is prepared to offer relocation/moving assistance commensurate with a contractual obligation to fulfill such residency expectations.

## HOW TO APPLY

Potential candidates, who are interested in this outstanding career opportunity, please submit a cover letter and detailed resume with salary expectations by March 27th, 2020 to Management Partners:

**GREG HORN**

**SPECIAL ADVISOR**

**[GHORN@MANAGEMENTPARTNERS.COM](mailto:GHORN@MANAGEMENTPARTNERS.COM)**

Tel:	513-861-5400
Fax:	513-861-3480
Mr. Horn's direct line:	937-478-6385

**ELECTRONIC CORRESPONDENCE ONLY PLEASE**

Management  
Partners 

**SAMPLE**

All personal  
information has  
been redacted.



**City of Middletown  
City Manager Interview Packet**

**April 2020**

**Management  
Partners**





## Applicants

The City of Middletown received a total of 25 applications for the City Manager position. The eight recommended City Manager candidates are listed in Table 1 below. The submitted cover letters, resumes, and supplemental information forms for the recommended candidates are presented in the pages that follow.

Table 1. *Recommended City Manager Candidates*

Last Name	First Name	Current Job Title or Last Position Held (LPH)	Current Employer
		Human Resource Director	City of , OH
		City Administrator	City of , WI
		County Manager (LPH)	County, WA
		Township Manager/Secretary (LPH)	Township, PA
		City Manager and Chief Financial Officer (LPH)	City of , MT
		Deputy County Administrator	County, FL
		Village Administrator	Village of , WI
		Director of Public Works	County, FL

Three alternate candidates for discussion and review are listed in Table 2 below. The cover letters, resumes, and supplemental information forms for these candidates are included in this packet.

Table 2. *Alternate Candidates*

Last Name	First Name	Current Job Title or Last Position Held (LPH)	Current Employer
		City Manager (LPH)	City of , TX
		Safety Service Director	City of , OH
		City Manager	City of , MD

## Interview Schedule

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## Unlawful Questions

### UNLAWFUL QUESTIONS TO AVOID IN THE INTERVIEW PROCESS

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City Manager  
Position Announcement**

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## **CHALLENGES AND OPPORTUNITIES FOR THE NEXT CITY MANAGER**

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**Tel: 513-861-5400 | Fax: 513-861-3480 Mr. Horn's direct line: 937-478-6385**

**ELECTRONIC CORRESPONDENCE ONLY PLEASE**

City of Middletown, Ohio  
City Manager  
Suggested Interview Questions

General

- \_\_\_\_\_ 1. We have all had an opportunity to review your resume. Please briefly highlight your professional and personal background and explain your specific interest and qualifications for this position.
- \_\_\_\_\_ 2. What are your short-term/long-term professional goals? How does this position assist you in achieving those goals?
- \_\_\_\_\_ 3. What areas of responsibility for the Middletown City Manager position do you feel present the most significant challenges?

Success/Accomplishments

- \_\_\_\_\_ 4. Tell us about two or three of your greatest successes and accomplishments. How do you feel these experiences will assist you in this position?
- \_\_\_\_\_ 5. What do you expect to accomplish as Middletown's City Manager by the end of the first 90 days? The first year?

Building Relationships

- \_\_\_\_\_ 6. What actions would you take initially to establish a sound relationship with the City Council and the City Staff?
- \_\_\_\_\_ 7. What would you do to establish effective working relationships with other public and private groups in the region with whom you will be expected to interact?
- \_\_\_\_\_ 8. How do you see council's policy formulation role interacting with your day to day operational role should you be appointed City Manager?

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- \_\_\_\_\_ 9. How would you describe your leadership style?
- \_\_\_\_\_ 10. What do you consider your greatest strength as a manager?

In the space to the left of each question, rank the candidate's answer from 1 to 5, with 1 being the lowest and 5 being the highest.



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- \_\_\_\_\_ 12. Describe your experience in maintaining current levels of service while dealing with a tight revenue environment.
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- \_\_\_\_\_ 15. Please highlight some successful economic development projects in which you played a key role. Have any such projects involved municipal airports, downtown revitalization, or historic preservation?
- \_\_\_\_\_ 16. What experience have you had with property maintenance codes, dealing with blighted residential properties, etc.?
- \_\_\_\_\_ 17. What experience have you had dealing with homelessness?

### Building on Relationships with Partners in the Region

- \_\_\_\_\_ 18. Provide examples of your experience in building unique relationships with partners (other organizations, governments, etc.) whose actions had the potential to impact the quality of life in the communities you served. Have you found some approaches to be more successful than others?

### Opportunities for Improvement

- \_\_\_\_\_ 19. How would you identify opportunities for improvement within the organization?
- \_\_\_\_\_ 20. How would you go about implementing improvement opportunities once they are identified?

### Future

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- \_\_\_\_\_ 22. What questions do you have of us?

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\_\_\_\_\_ Total Score



# Candidate #1

**Human Resources Director**

**City of , OH**

**Each Candidate will have the following items:**

- **cover letter**
- **resume**
- **completed supplemental information form**
- **references**



## Middletown, OH City Manager Recruitment

### SUPPLEMENTAL INFORMATION

**Name**

---

**Job Title**

---

**Organization**

---

**Report to (Title)**

---

**Current or most recent annual salary**

---

### STAFF

**Total number in current organization**

---

**Total number you currently supervise**

---

**Largest number of staff ever supervised**

---

**In what jurisdiction**

---

### ANNUAL BUDGET

**Total Organization** (current or most recent organization)

General Fund	Capital	All Funds

**Portion for which you are responsible**

**Largest budget for which you have ever been responsible**

**In what jurisdiction**

- 1. Briefly describe your experience and/or most significant accomplishments in each of the following areas, for any position which you have held, using additional space as necessary.**
  - (a) Fiscal Management - Your experience managing and maintaining service levels while prioritizing personnel and capital needs of the organization.**
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  - (d) Management Style - Explain your approach to leadership and the practices you employ.**
- 2. Outline your experience with different types of public housing initiatives.**
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- 4. Please share your reasons for having an interest in this position.**
- 5. Are there any barriers to you accepting the position if it were offered to you?**



SAMPLE



# MIDDLETOWN

INVITING APPLICATIONS FOR

**CITY MANAGER**

CITY OF MIDDLETOWN, OHIO





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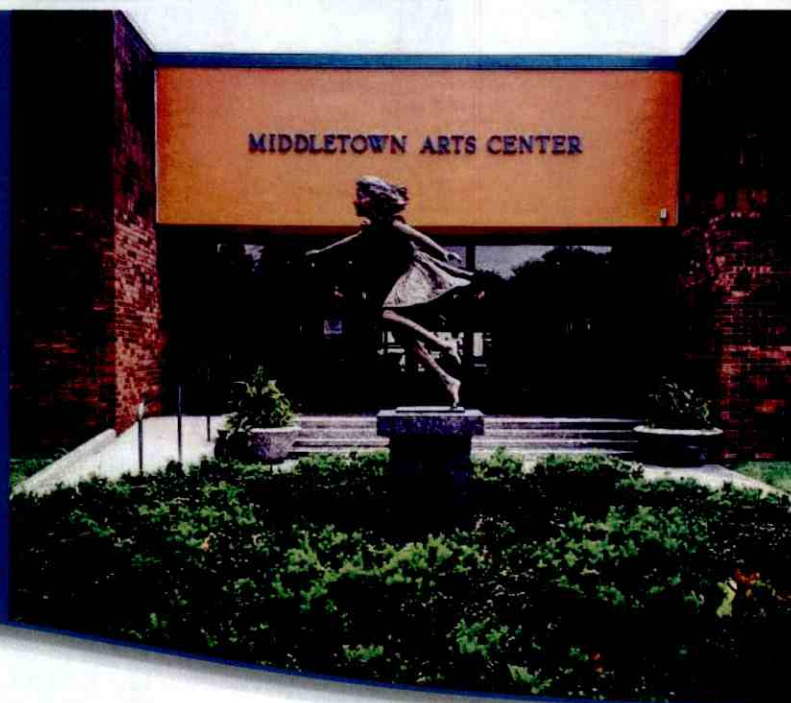
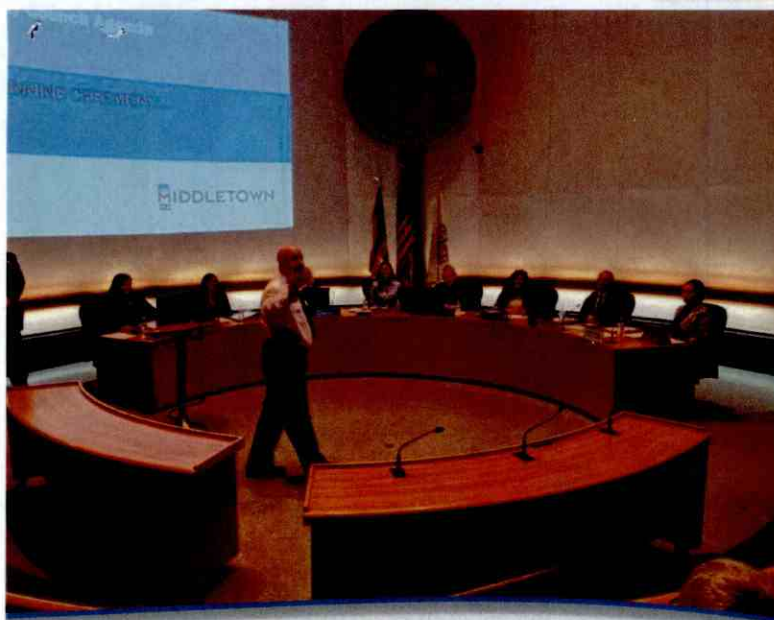
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City Manager Interview Packet**

**April 2020**

**Management  
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# Candidate #1

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**City of , OH**

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### SUPPLEMENTAL INFORMATION

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**Job Title**

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**Report to (Title)**

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**Current or most recent annual salary**

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---

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---

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**In what jurisdiction**

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### ANNUAL BUDGET

**Total Organization** (current or most recent organization)

General Fund	Capital	All Funds

**Portion for which you are responsible**

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***THE CITY OF HUBER HEIGHTS, OHIO***

**Executive Search Request for Proposal  
for**

**City Manager**

**RFP 21-001-CC**

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*Prepared by Robert E. Slavin on July 27, 2021*

**ORIGINAL**



**SLAVIN MANAGEMENT**  
**CONSULTANTS**

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### **ENCLOSURES**

Completed and Signed City Certification Form  
Slavin Management Consultants Insurance Certificate

### **EXHIBITS**

Sample Recruitment Profiles - Portage, MI and St. Croix County, WI  
Pro Forma Invoice  
Client List  
EEO Statement  
SMC Sexual Harassment Policy  
Minority and Female Placements



## ***TITLE PAGE***

### **Re: Proposal for Executive Search Firm — City Manager**

Firm name: Robert E. Slavin Inc. (DBA Slavin Management Consultants)

Date of submittal: July 27, 2021

Slavin Management Consultants (SMC) is most pleased to submit this proposal to conduct a comprehensive executive recruitment for the City of Huber Heights's next City Manager. Our company is exceptionally well-qualified to perform this work and we will be honored if chosen to do so.

SMC accepts all terms and conditions and requirements contained in the City's Request for Proposal as well as in the agreement that will be negotiated.

Our contact information is:

Robert E. Slavin, President  
Slavin Management Consultants  
3040 Holcomb Bridge Road, A1  
Norcross, GA 30071  
E-mail: [slavin@bellsouth.net](mailto:slavin@bellsouth.net)  
Phone: 770.449.4656  
Fax: 770.416.0848  
FIN# 58-2377314

## **COVER LETTER**

July 27, 2021

Anthony Rodgers  
Clerk of the Council  
6131 Taylorsville Road  
Huber Heights, Ohio 45424

Via email at [arodgers@hhoh.org](mailto:arodgers@hhoh.org)

*Re: Executive Search Firm Services - City Manager Search*

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for the next City Manager of Huber Heights. The purpose of this project is to help the City Council to develop and agree to a comprehensive position profile for City Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been approved by the City Council, SMC will have no difficulty identifying quality prospective candidates and becoming immediately productive. It is normal for a City Manager search to take between sixty and ninety days to complete. Although, some modification to the process described in this proposal may be necessary to accommodate COVID-19, the quality of the outcome and the time line should not be affected. In fact, current COVID-19 restrictions plus the fact that Dave Krings lives in Cincinnati will cause the project expense costs to be less than described in this proposal.

SMC is a national firm, strategically based in Norcross, Georgia for easy access to Atlanta's Hartsfield - Jackson International Airport - the world's busiest airport. We have affiliates in Burlington, NC; Cincinnati, OH; Lexington, KY; Manteca, CA and Mesa, AZ.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the City. Over the years we have recruited more than 850 local government executives including in Ohio. In Ohio, SMC has placed executives in Amberly Village, Beavercreek, Cleveland, Dayton, Glendale, the Greater Dayton Regional Transit Authority, Hamilton County, Loveland, the Metropolitan Sewer District of Greater Cincinnati, the Miami Valley County Regional Planning Commission, the Montgomery County Board for Developmental Disability Services, Oberlin, Shaker Heights, Wyoming and Tipp City.

This proposal commits the highest level of our firm's resources. Dave Krings and I will manage and serve as the primary consultants for the project. I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. Dave Krings is a former County Administrator for Hamilton County as well as a previous Village Administrator for Lockland. Dave is a former International City/County Management Association President and a retired ICMA Credentialed Manager. He lives in Cincinnati. Bios for both of us are provided in this proposal.

Slavin Management has strong and proven commitment to providing exceptional recruitment services to public agencies and has received many accolades supporting this work. I have the authority to bind SMC to a contract with the City of Huber Heights.

Thank you for the opportunity to submit this proposal. We look forward to working with the City of Huber Heights on this critical and highly challenging project. If you have questions concerning this proposal, please contact me at our office at (770) 449-4656 or on my cell at (678) 296-2037.

### **SLAVIN MANAGEMENT CONSULTANTS**



Robert E. Slavin, President

## STATEMENT OF QUALIFICATIONS

Slavin Management Consultants (SMC) is an independent management consulting firm formed in 1991 and incorporated in the State of Georgia. We operate nationwide from our home office located near Atlanta at 3040 Holcomb Bridge Road, A1; Norcross, Georgia 30071. Phone: (770) 449-4656; fax: (770) 416-0848 and email: [slavin@bellsouth.net](mailto:slavin@bellsouth.net).

SMC is a Georgia corporation. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant. SMC has affiliates in Burlington, NC; Cincinnati, OH; Louisville, KY; Manteca, CA and Mesa, AZ. Over the years SMC has placed more than 850 local government executives.

SMC provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

We use a "critical path" search process which allows our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that the City is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of Huber Heights. It will honor the interests of candidates to the extent possible under Ohio law.

In considering our proposal we point out several factors about our firm and our approach that will be of significant benefit to the City:

- We are results oriented. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria**. We do not simply bring forward candidates whom we may already know.
- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.
- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, timely and that it has the full commitment and support of the City so that a successful placement will be facilitated.
- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.
- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-art. We can address all aspects of your assignment.
- Every search that we have conducted has resulted in a selection from our recommended group of candidates. Our experience includes large and small organizations, and chief executives and subordinate level positions. More than 95% of our placements have remained in our client's positions for more than five years.
- According to the International City/County Management Association, the average tenure of a city/county manager is approximately five years. The average tenure of local government chief executives placed by Slavin Management Consultants exceeds seven years.
- Our style is interactive. That is, we strive to build a partnership with our clients.



- We are experts in EEO/AA recruitment. Approximately 25% of our placements are women and/or minorities.
- SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, sexual orientation, disability or national origin.

### ***Professional Background of Assigned Staff***

Along with Dave Krings, Bob Slavin will manage and serve as the primary consultants for the project. Mr. Slavin the owner and president of SMC and is among the most experienced recruiters of governmental managers in the nation. Dave Krings is a former County Administrator for Hamilton County as well as a previous Village Administrator for Lockland. Dave is a former International City/County Management Association President and a retired ICMA Credentialed Manager. He lives in Cincinnati. Both consultants have served in executive level local government positions and both are highly experienced human resources consultants. Both team members are long-term members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

SMC has completed more than 850 successful executive searches for local governments and nonprofit agencies located in approximately forty-five states.

### ***Robert E. Slavin, President***

Mr. Slavin is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward. He is a Certified Professional Consultant to Management by the National Bureau of Certified Consultants.

### **Organizations**

- International City/County Management Association
- American Society for Public Administration
- International Personnel Management Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Society for Human Resource Management
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

### **David Krings, ICMA-CM (Retired), SMC Regional Manager**

Mr. Krings, who is based in Cincinnati, OH, has more than 45 years of experience at the top levels of State, County, and Municipal Governments. In more recent years he has served local governments throughout the United States in a consulting capacity. He is internationally recognized as a state and local government management practitioner and consultant. Dave has been on the professional staff of governors in both Wisconsin and Arkansas. He served as the County Administrator in Peoria County (Peoria) Illinois and Hamilton County (Cincinnati) Ohio. Both Hamilton County and Peoria County received national recognition for innovative, quality management during Dave's tenure. He also served as the Assistant Executive Director for Ramsey County (St. Paul) Minnesota.

In 2005, Mr. Krings began his encore career, still in public service, but in a much broader capacity than in prior years. He is the Midwest Regional Director of Slavin Management Consultants, specializing in local government management searches.

He has served as an adjunct Public Administration instructor for the University of Cincinnati and on the faculty of the University of Illinois, Community Information and Education Service.

His peers recognized his leadership by selecting him as the first person to be both the President of the International City-County Management Association (ICMA) and the President of the National Association of County Administrators (NACA). He continues to serve both organizations as an advocate for professional training and ethical behavior. He also is a former president of County Administrators Associations in Illinois and Ohio.

Dave has a M.A. in public policy and administration from the University of Wisconsin-Madison and a BA from Carroll College (Waukesha, Wisconsin). He has also studied at schools in Denmark and Mexico.

He is a recipient of an American Society for Public Administration chapter Good Government Award and is recognized by International City/County Management Association (ICMA) as a retired credentialed manager.

## **METHODOLOGY**

We recommend a five-step process as follows:

- Define job qualifications and requirements for the City Manager position — the "recruitment profile."
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.
- Establish evaluation criteria and follow-up.



#### **A. Develop Position Profile**

We will meet with each Council member individually and, with the City Council's approval, with staff and community leaders to learn the City's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of the process in Huber Heights to gather information about the City and to ascertain the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the City Council to arrive at a general agreement regarding the specifications for the position. The final profile will include information about the region, the City of Huber Heights, the City government, major issues to be faced, the position and the selection criteria established.

#### **B. Identify Qualified Candidates**

Once we know and understand the City's criteria and expectations we will develop a targeted marketing program specifically designed to meet those expectations. SMC's recruitment methodologies are state-of-the-art and include placing advertising in professional publications and on professional websites, outreach networking using professional association and social media websites and the use of SMC's large resume data base. SMC will acknowledge all resumes received and will carefully screen all applicants.

#### **C. Evaluate Prospective Candidates**

##### ***Preliminary Screening and Progress Report***

Criteria for the preliminary screening will be contained in the approved recruitment profile. They will include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We ask well-qualified candidates to complete a comprehensive supplemental questionnaire that is specifically tailored to the City's profile. Through this written instrument, candidates provide substantial information about their career interests and accomplishments, their leadership and management philosophy and style, reasons for job changes, their future career aspirations, etc.

We will meet with the City Council to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the City's specifications for the position. With guidance from the City, we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine the City Council's expectations relative to the components and scheduling of the final candidate interview process.

#### **D. Selection and Employment**

##### ***In-depth Screening and Final Report***

At this point, we will interview those semifinalist candidates whom the City Council has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to best assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct internet and criminal, civil and driving court records checks. At the City's option, we can psychological (or similar) testing of the candidates. This optional item will result in extra cost.

We will then meet with the City Council to present a group of well-qualified finalist candidates for interviews in Huber Heights. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the City Council that should produce the final selection decision.

Our final report will be presented in a meeting with the City Council. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the City and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City of Huber Heights and that any public statement should come from the City directly. Under no conditions will we release information to the media unless specifically directed by the City to do so.

We will notify all unsuccessful candidates of the final decision reached. We will continue to work for the City until a suitable candidate is recruited and hired by the City.

#### **E. Establish Evaluation Criteria**

Once the new City Manager has been on board for 30 days or so, we will conduct a session with the City Council and with the new City Manager to establish mutual performance criteria and goals for the position.

#### **F. Follow-up**

We will follow-up with the City Council and the new City Manager during the first year and assist in making any adjustments that may be necessary.

#### **G. Reporting**

We will keep the City informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the City.

#### **H. Deliverables**

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the City and the selected candidate.

SMC is an equal opportunity employer and recruiter and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, sexual orientation, disability or national origin.

**I. Sample of Recent SMC Chief Executive Searches**

CLIENT	POP	SEARCH FOR	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Bothell, WA	46,000	City Manager	Slavin Wenbert	Mayor Andy Rheaume (206) 999-8835 andy.rheaume@bothellwa.gov
Buncombe County, NC	259,103	County Manager	2019	Brownie Newman, Board Chairman Buncombe County Administration Bldg. 200 College Street Asheville, NC 28801 (828) 243-0107 newman@buncombecounty.org
Corpus Christi, TX	285,000	City Manager	Slavin/Krings	Mayor Joe McComb (361) 826-3100 joemccomb@ccetexas.com
Dothan, AL	65,500	City Manager	Slavin/Krings	Mayor Mark Saliba (334) 615-3110 mayor@dothan.org
Evans, CO	21,400	City Manager	Slavin Wenbert	Mayor John Morris (970) 475-2209 jmorris@evanscolorado.gov
Georgetown, SC	10,000	City Administrator	Slavin	Mayor Brandon Barber, Sr. (843) 545-4002 bbarber@cogsc.com
Greenville, NC	84,500	City Manager	Slavin	Mayor P.J. Connelly (252) 329-4420 pjconnelly@greenvillenc.gov
Hardeeville, SC	5,000	City Manager	Slavin	Ms. Lori Pomarico, City Clerk Phone: (843) 784-2231 lpomarico@cityofhardeeville.com
MetroPlan Orlando	Orange, Seminole and Volusia Counties	Executive Director	2018	Jason Loschiavo, CPA Director - Finance and Administration MetroPlan Orlando (407) 481-5672 Ext. 310 jloschiavo@metroplanorlando.org
Mount Dora, FL	12,500	City Manager	Slavin	Ms. Gwen Johns City Clerk Ph: (352) 735-7126 johnsg@cityofmoundora.com
Myrtle Beach, SC	30,000	City Manager	Slavin	Mayor Brenda Bethune (843) 918-1000 bbethune@cityofmyrtlebeach.com
Ocean City, MD	7,100 to 335,000	City Manager	Slavin	Wayne Evans Human Resources Director (410) 289-8778 wevans@oceancitymd.gov
Orange Water and Sewer Authority (OWASA)	Serves Carrboro & Chapel Hill	Executive Director	Slavin/Lipscomb	Stephanie Glasgow Director of Human Resources (919) 537-4223 sglasgow@owasa.org
Portage, MI	47,000	City Manager	Slavin/Krings	Mr. Joe La Margo City Manager (269) 329-4400 boulisr@portagemi.gov

CLIENT	POP	SEARCH FOR	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Shelton, WA	10,000	City Manager	Slavin	Mayor Bob Rogers (360) 490-6394 bobrogers@sheltonwa.gov
Volusia County, FL	538,700	Deputy County Manager	2019	George Recktenwald, County Manager Volusia County (386) 736-5920 grechtenwald@volusia.org

## **J. References**

### **Randy Keasling**

Director of Human Resources  
City of Great Bend, Kansas  
1209 Williams  
Great Bend, Kansas 67530  
(620)793-4111, ext. 234  
City Manager Search (2018)  
[rkeasling@greatbendks.net](mailto:rkeasling@greatbendks.net)

### **Tarra Davies-Fox**

Human Resources Director  
St. Croix County  
1101 Carmichael Road  
Hudson, WI 54016  
(715) 377-5816  
County Administrator Search (2020)  
[tarra.davies-fox@sccwi.gov](mailto:tarra.davies-fox@sccwi.gov)

### **Randall Skender**

Director of Administration  
Greater Peoria Sanitary District  
2322 S. Darst Street  
Peoria, IL 61607  
(309) 272-4802  
Executive Director Search (2017)  
[rskender@qpsd.org](mailto:rskender@qpsd.org)

### **Mr. Todd E. Rent**

Human Resources Director  
City of Urbana  
400 South Vine Street  
Urbana, IL 61801  
(217) 384-2451  
City Administrator Search (2018)  
[terent@urbanailinois.us](mailto:terent@urbanailinois.us)

### **Joseph La Margo**

City Manager  
City of Portage  
7900 South Westnedge Avenue  
Portage, MI 49002  
Phone: (269) 329-4500  
City Manager Search (2018)  
Email: [lamargoj@portagemi.gov](mailto:lamargoj@portagemi.gov)

### **Andrew Rand**

Peoria County Board Chairman  
Peoria County Courthouse  
324 Main Street, Room 502  
Peoria, Illinois 61602-1319  
(309) 672-6056  
County Administrator Search (2011)  
[arand@peoriacounty.org](mailto:arand@peoriacounty.org)

## **K. Guarantees**

SMC provides a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the City until the City is satisfied with the candidates and a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the City through our efforts.
- We will never actively recruit any *candidate who we have placed nor* will we actively recruit any *employee* from a client organization for at least two years from the completion date of an assignment.

### **L. Proposed Time Line**

The search process normally takes between sixty (60) and ninety (90) days to complete and typically follows the following pattern:

		DAYS			
STEPS		1-30	30-45	45-60	60-360
1.	DEVELOP SEARCH PROCESS, RECRUITMENT PROFILE AND ADVERTISING PROGRAM FOR CITY COUNCIL APPROVAL	✓			
2.	IDENTIFY QUALIFIED CANDIDATES, REVIEW DATA BASE, NETWORK, RECEIVE AND REVIEW RESUMES	✓	✓		
3.	SCREEN & EVALUATE PROSPECTIVE CANDIDATES		✓		
4.	PROGRESS MEETING AND REPORT		✓		
5.	INTERVIEW AND EVALUATE PROSPECTIVE CANDIDATES		✓	✓	
6.	SUBMIT FINAL REPORT AND RECOMMENDATIONS, ASSIST IN SELECTION, FACILITATE EMPLOYMENT			✓	
7.	ESTABLISH EVALUATION CRITERIA AND FOLLOW-UP				✓

Approximately twelve semifinalist candidates are presented to the City at the progress meetings. Generally, about five finalist candidates are presented for interviews with the City Council.



## PRICING PROPOSAL

### Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

PROJECT COSTS					
STEPS	ASSIGNED HOURS (Approximate)			RATE (Hr)	FEES
	Project Manager	Consultant	Total		
1. Project Planning/Develop Position Profile/ Prepare Advertising	32		32	85	\$2,720
2. Identify & Recruit Candidate/Acknowledge Resumes	32		32	85	\$2,720
		35	35	35	\$1,225
3. Preliminary Candidate Screening	12		12	85	\$1,020
		8	8	35	\$280
4. Progress Report to City/Reduce Candidate Pool	8		8	85	\$680
		8	8	35	\$280
5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semi-finalist candidates)	36		36	85	\$3,060
		16	16	35	\$560
6. Arrange for & Schedule Final Interviews	4		4	85	\$340
7. Prepare Final Report with Interview Questions and Selection Criteria	10		10	85	\$850
		12	12	35	\$420
8. Present Final Report and Attend Interviews	12		12	85	\$1,020
9. Assist in Employee Selection	2		2	85	\$170
10. Negotiate Employment Agreement	6		6	85	\$510
11. Establish Performance Goals	6		6	No Charge	\$0
12. Follow-up	4		4	No Charge	\$0
TOTAL HOURS	164	79	243		
TOTAL PROFESSIONAL FEE					\$15,855

### Expenses (Not-to-Exceed)

**Consultant Travel Costs:** The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Our client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; (2) the client pre-approves all work plans including all consultant (and candidate) travel.

**Office Costs Include:** Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

**Consultant travel, classified advertising and office costs** to support the executive search project described in this proposal will not exceed \$7,500.00. Therefore, the total cost to the City for the proposed work will not exceed **\$23,355.00**.

**The costs for final candidates to travel to Huber Heights** for interviews are not covered by this proposal. These costs vary widely and are impossible to anticipate at the beginning of a search. Candidate travel expenses are typically paid by the City on a reimbursement basis, directly to the candidates, and controlled through the City's prior approval of the finalist candidates.

Should the City's needs result in additional project scope that significantly increases costs it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new City Manager accepts employment with the City. Each invoice will be payable upon receipt for professional services. SMC does not provide discounts.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out this engagement. The results obtained, our recommendations, and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Ohio.

## AGREEMENT FOR SERVICES

This proposal is presented for Slavin Management Consultants by:

SIGNATURE: Robert E. Slavin

NAME: Robert E. Slavin

TITLE: President

DATE: July 27, 2021

This proposal is accepted for the City of Huber Heights, Ohio by:

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ENCLOSURES



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

Please Note:

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

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

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

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

**Certification:**

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

Signature

Robert E. Slavin

Print Name

slavin@bellsouth.net

Email Address

Slavin Management Consultants

Company Name

July 27, 2021

Date

President

Title

(770) 449-4656

Phone





ROBEESL-01

MADAMS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

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

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

<b>PRODUCER</b> Siegel Insurance Inc 2987 Clairmont Rd Suite 425 Atlanta, GA 30329	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> (404) 633-6332	<b>FAX (A/C, No):</b> (404) 633-9388
	<b>E-MAIL ADDRESS:</b> info@siegelinsurance.com		
<b>INSURED</b>  Robert E Slavin, Inc d/b/a Slavin Management Consultants 3040 Holcomb Bridge Rd A1 Norcross, GA 30071-1357	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: The Travelers Indemnity Company</b>		<b>25658</b>
	<b>INSURER B: Travelers Casualty &amp; Surety Company</b>		<b>19038</b>
	<b>INSURER C: United States Liability Insurance Company</b>		<b>25895</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-594D6811-20-42	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-594D6811-20-42	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-1J744007-20-42	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			SP10106340	3/2/2021	3/2/2022	PROF Liability 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Corinth  
3300 Corinth Parkway  
Denton, TX 76208

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# EXHIBITS

The City of Portage, Michigan  
invites your interest in the position of

# CITY MANAGER



## About Portage

Portage offers its citizens a dynamic living environment, energized and sustained quality of life.

### Vibrant City, Sustained Quality

Portage has shown itself to be the municipal equal to a renewable resource. The city offers its citizens a dynamic living environment, energized and sustained by quality of life characteristics that are unmatched in the region, punctuated with great retail, and enriched by a unique pledge to share the natural environment with its citizens.

### Excellent Living

Portage residents enjoy affordable housing with low taxes, safe and well-maintained neighborhoods, world-class healthcare, enriching activities and entertainment, and a unique parks system that connects citizens to each other and the natural world.

### Rewarding Future

Portage has a great past and its citizens anticipate a rewarding future for their children and grandchildren. The people of Portage have a character and willingness to make our city a special place to live, work and play. The city continuously engages its citizens to address current challenges and develop a future vision for our community – and ultimately ensure the city remains *A Natural Place to Move*.





## Quality of Life

More than 49,000 people call Portage home. Residents enjoy a low municipal tax rate that remains in the lower 25% of similar-sized Michigan cities. The city offers diverse and affordable housing opportunities, with steadily increasing property values. Portage has more than 55 miles of extensive bikeways and trails, connecting citizens to retail and cultural resources and bringing neighbors and neighborhoods together. World-class healthcare is delivered to Portage residents by Bronson Healthcare, Ascension Borgess and several independent medical groups.

More than 2,000 acres of park and recreational and open space are ready to be explored in Portage. The city maintains 19 parks, including Ramona Park Beach, a life-guarded public swimming area; the Celery Flats Historical Area; Overlander Bandshell; the four-mile Portage Creek Bicentennial Trail; the Ice Rink at Millennium Park, the area's only outdoor refrigerated ice rink and several neighborhood parks.



Portage Public Schools ([portageps.org](http://portageps.org)) educates approximately 8,700 students at eight elementary, three middle and three high schools, and an early childhood program. PPS offers several prestigious learning programs, including the International Baccalaureate program, the Kalamazoo Area Math and Science Center, Education for Employment and Education for the Arts in partnership with the Kalamazoo Regional Educational

Service Agency ([kresa.org](http://kresa.org)), the Academically Talented Youth Program in partnership with Western Michigan University ([wmu.edu](http://wmu.edu)) and the Early-Middle College program in partnership with Kalamazoo Valley Community College ([kvcc.edu](http://kvcc.edu)). The Portage community approved a \$144 million bond in 2016 to include construction of two new middle schools, renovation of one middle school, athletic facilities and pools at the two high schools, technology upgrades district wide and replacement of aging school buses.

Portage owns 20 water production wells located throughout the city. The Garden Lane Water Treatment Facility removes arsenic from the groundwater before distribution to the public water system. The water is tested daily to ensure the highest quality drinking water is delivered to Portage residents. Portage utility customers enjoy affordable utility rates, which decreased in 2018 and 2019.



## Business Environment

The City of Portage is strategically located halfway between Detroit and Chicago and at the crossroads of two major highways – I-94 and US 131. Its location offers convenient access to the Kalamazoo/Battle Creek International Airport and an Amtrak train station, with Metro Transit providing public transportation services. Portage serves as the economic engine of Kalamazoo County and is home to two global companies and major employers, Stryker and Pfizer (currently undergoing \$245 million and \$450 million expansion projects, respectively). The workforce in Portage is highly educated, with 43.1% of residents 25 years or older having a bachelor's degree or higher and the unemployment rate is currently 3.1%, below the state and national levels.

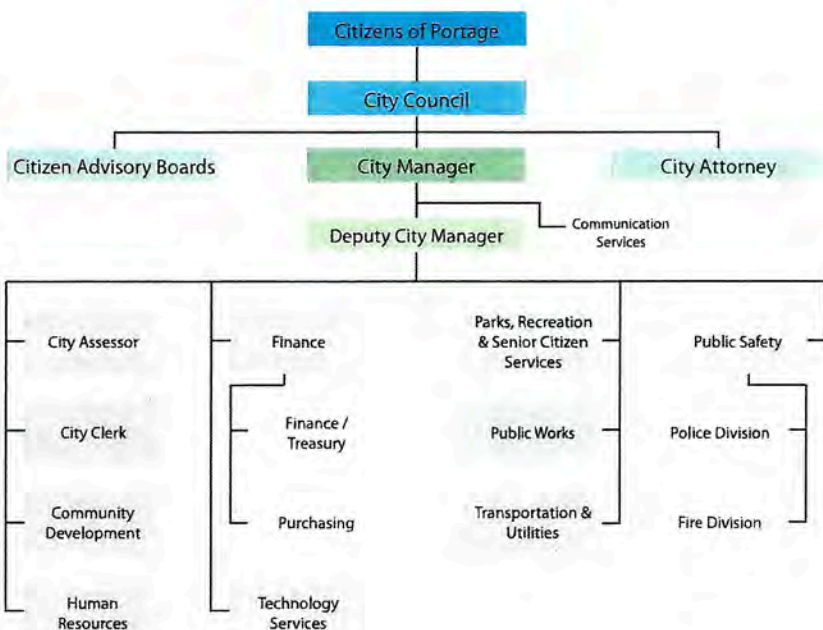


Portage offers a business-friendly environment with modern and extensive infrastructure. The city attracts new businesses, existing business expansion and innovative redevelopment projects by offering a variety of business incentives. South Westnedge Avenue, a significant retail shopping destination in the area, features The Crossroads Mall, the Southland Shopping Center and a large assortment of national and local retailers. The Lake Center District and secondary shopping nodes throughout the city offer a wide variety of shopping, dining and consumer services.

## Government

Established in 1963, the City of Portage is a professional and experienced government service that operates with a Council/Manager form of government. The Mayor and Councilmembers, elected at-large, serve as the policy-making arm of the city. The City Manager is appointed by the City Council to handle the day-to-day administrative duties of the city. The City Manager makes recommendations to the City Council as a group and the Council acts on business at twice monthly meetings (usually the 2nd and 4th Tuesday of every month) at 7 PM.

### Organizational Chart

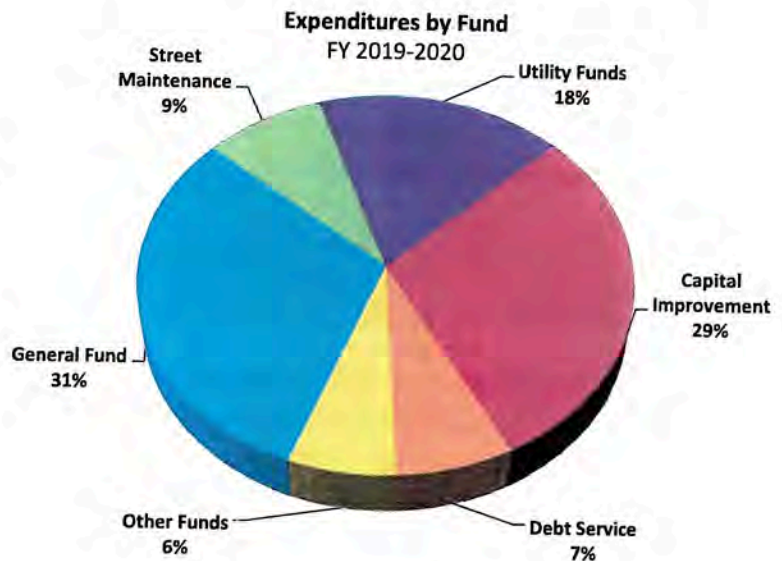




The Portage City Council consists of a Mayor and six Councilmembers (non-partisan). Councilmembers are elected to four-year terms, staggered every two years (three Councilmembers are elected every two years). The Mayor is elected every two years and is the presiding officer of the Council. The Council is responsible for adopting and amending city ordinances, determining city policies and approving contracts for goods and services. The Council also authorizes the annual city budget, which runs on a fiscal year (July 1 - June 30) and determines the city tax millage and utility rates.

The City Manager is appointed by and serves at the pleasure of the City Council. She or he advises the Council and makes recommendations on matters related to the operation of the city including the responsibility for overseeing all departments and staff. The City Manager prepares the agenda for each City Council meeting and provides the Council with all necessary documentation regarding each order of business.

The annual budget is prepared and presented to the City Council by the City Manager, along with the Capital Improvement Program, which provides the city with direction for the future. The City of Portage FY 2019-2020 budget totals approximately \$84.9 million and includes the third consecutive annual millage reduction. The city has reduced its debt from \$105.2 million in 2008 to \$55.5 million in 2019, down 47% over 11 years and Standard & Poor's reaffirmed the city's credit rating of AA+ in May 2019. With a Total Taxable Assessed Value of \$2.193 billion, Portage is the municipality with the largest tax base in Kalamazoo County.



As the administrative head of the government, the City Manager appoints all department heads. Portage provides a full array of municipal services from ten departments: City Assessor, City Clerk, Community Development, Finance & Purchasing, Human Resources, Parks, Recreation & Senior Citizen Services, Public Safety (Police & Fire), Public Works, Technology Services and Transportation & Utilities. The city employs nearly 200 full-time city employees who have an average of more than ten years of service, along with more than 53 part-time and seasonal employees. Portage employees are committed to providing exceptional customer service and attend annual customer service training and a regional diversity / inclusion presentation.





## Awards & Recognitions

Year after year, the City of Portage is recognized for excellence in areas such as public safety, innovative use of technology, financial planning and budgeting, public works projects, parks and recreation programs, public communications and other areas of public service.

- » AA+ Bond Rating by Standard and Poor's in 2017 (affirmed in 2018).
- » Certificate of Achievement for Excellence in Financial Reporting from Government Finance Officers Association for the 2018 Comprehensive Annual Financial Report.
- » Distinguished Budget Presentation Award from the Government Finance Officers Association for the Fiscal Year 2018-2019 City Budget.
- » Perfect Score from the Michigan State Tax Commission for the 2018 Audit of Minimum Assessing Requirements (AMAR) Review.
- » 2017 Project of the Year Public Works for Greater than \$5 Million from the American Public Works Association Michigan Southwest Branch for the Stryker Way road construction project.
- » 2018 Surveying Merit Award from the American Council of Engineering Companies for the Local Streets Reconstruction (use of drones for surveying).
- » 2016 Innovation Idea from the American Public Works Association Midwest Region for the Snow Plow Rodeo program.
- » 2015 Award of Distinction from the Communicator Awards for MI.Portage App Mobile application.
- » 2015 Award of Distinction from the Communicator Awards for the website Media Center.
- » Accreditation from the National Institute of Senior Centers. Original accreditation received in 2011, re-accredited in 2016.
- » Accreditation from the Commission on Accreditation for Law Enforcement Agencies. Original accreditation received in 2013, re-accredited in 2015 and 2018.
- » Accreditation from the Michigan Law Enforcement Accreditation Commission in 2018.
- » Accreditation from the Commission on Fire Accreditation International in 2015.





## Forward Focus - Perspectives from the Council

The following is a list of thoughts, issues and opportunities provided by the Portage City Council:

- » The City Council is seeking bold leadership with vision:
  - An individual confident to lead not only the City of Portage, but provide leadership at the county level.
  - An individual who will interface with the City Council and be a presence in the community, delegating the organizational administrative functions to the Deputy City Manager.
  - An individual with a strong background in community and economic development, with experience in revitalization of properties, commercial districts, brownfields, neighborhoods, etc.
- » The City of Portage is in sound financial condition, with a fully-funded retirement system and no "legacy" retirement or healthcare liabilities. The Council desires strong fiscal management and a plan for continued debt reduction, while maintaining the current high level of city services.
- » Notwithstanding the city's current solid tax base, as well as strength in the commercial and residential sectors, there is a need for focus on development and place-making with a view to making the city attractive and sustainable for all ages and businesses to include emphasis on:
  - Redevelopment and revitalization in certain commercial corridors. The city's indoor mall (The Crossroads) and retail corridor (South Westnedge Avenue) are experiencing challenging operating environments, consistent with the broader retail sector. Commercial property in certain markets may be underutilized and may represent opportunities for redevelopment.
  - Innovative development tools and strategies. New development opportunities may be limited as the city has fewer areas of undeveloped parcels.
  - Creation of a business-friendly, accessible environment for small and entrepreneurial businesses, both existing and new.
  - Continued diversification of the city's tax base.
  - Continued diversification of housing options. Although the cost of living is generally reasonable, housing affordability continues to be a challenge for low-income households in Portage.
  - Enhanced environmental standards in development and construction.

»

Mayor  
Patricia Randall



Mayor Pro Tem  
Jim Pearson



Councilmember  
Chris Burns



Councilmember  
Richard Ford



Councilmember  
Lori Knapp



Councilmember  
Claudette Reid



Councilmember  
Terry Urban





- » The current five-year Comprehensive Plan was adopted in 2014 and requires a review and update in FY 2019-2020. The Comprehensive Plan acts as a foundation for developing and executing strategic priorities for the next five years is paramount.
- » The city has excellent parks and recreational facilities and is known across the region for its linear Portage Creek Bicentennial Park Trail. Additional connection of the city's trail system to other regional trails, improving non-motorized transportation routes, is vital.
- » The city has plentiful groundwater resources; however, groundwater levels in the region have risen meaningfully, which is causing flooding concerns in certain Portage neighborhoods. Stormwater causes street flooding on certain neighborhood streets.
- » Monitoring drinking water quality for contaminants is critical. A nearby community discovered elevated levels of PFAS in their water system. Testing undertaken on the Portage water system produced just trace amounts PFAS in three wells.
- » The city employs a strong communication strategy, including a monthly printed newsletter (the *Portager*), a recently re-launched city website ([portagemi.gov](http://portagemi.gov)), five Facebook pages and a number of online resources for residents. Efforts are expected to be continued to advance and enhance technology for the improvement of city services and citizen outreach.
- » Certain of our public facilities are aging. The city intends to construct a new Portage Community Senior Center, contingent on a successful capital campaign, currently underway.

## About the City Manager

The next City Manager of Portage will be an energetic, bold and dynamic leader. The city is proud of its position as the economic engine for the region. The City Manager will play a key role assisting the City Council in developing policy and implementing plans to continue the economic growth of the region.

The successful candidate will have a track record of community involvement with the expressed desire and intent to manage in a community with the characteristics of Portage and to do so into the foreseeable future.

### Minimum Requirements

A Bachelor's Degree (Master's Degree preferred) in business or public administration, combined with at least five (5) years of experience as a local government manager or full-range assistant in a community comparable to Portage. Critical skills include finance, budget, economic development, organizational analysis, written and verbal communications, visioning and strength of both character and conviction. The successful candidate must be a superior manager and leader.

### Characteristics of the Ideal Candidate

#### ***Important Knowledge, Skills and Abilities***

- » A thorough understanding of developmental economics
- » A record of successful collaboration with other jurisdictions
- » A strategic thinker who sets and directs the tactical steps designed to meet the goals set by the Mayor and City Council
- » A record of successful development including industrial, retail and residential

### ***Style with the Mayor and City Council:***

- » Performs both publicly and privately in an apolitical manner
- » Is available and accessible to the Mayor and all City Councilmembers
- » Demonstrates excellent oral and written communication skills, which he or she exercises regularly with the Mayor and City Council as a whole

### ***Style with Staff***

- » Fosters a customer service culture
- » Trusts and supports staff
- » Facilitates communication and service coordination among departments and individual staff members
- » Consistently follows City Council policy
- » Is fair, evenhanded and consistent
- » Is a coach and mentor; encourages and supports individual professional development

### ***Style with the Community***

- » Places emphasis on community relations over the day-to-day staff management challenges
- » Is engaged; regularly attends civic and community meetings
- » Is visible; attends community events
- » Is a "go to" person to get things done

### **Compensation**

The compensation for the City Manager position will be highly competitive. The starting compensation is dependent upon the selected individual's qualifications and matched with the desired attributes being sought by the city. The city will pay reasonable and customary moving expenses for the next City Manager.

### **To Apply**

In order to be considered for this position, please send your resume and cover letter with current salary to ***slavin@bellsouth.net***. The recruitment period will remain open until the position is filled.

For additional information about this job, please contact:

**Mr. Robert Slavin, President**  
**Slavin Management Consultants**  
**3040 Holcomb Bride Road, Suite A-1**  
**Norcross, GA 30071-1357**  
**P (770) 449-4656 | F (770) 416-0848**  
***slavin@bellsouth.net | slavinweb.com***



**AN EQUAL OPPORTUNITY RECRUITER / EMPLOYER**



# St. Croix County, Wisconsin

Invites your interest in the position of

## COUNTY ADMINISTRATOR



### ABOUT ST. CROIX COUNTY

With a population of just over 90,000, St. Croix County is among the fastest growing counties in the state of Wisconsin and is home to an area full of history, vibrant communities of artists, and some of the most beautiful landscapes in the Midwest.

Visit one of the County's historic communities to spend a relaxing day exploring boutiques and antique shops full of unique finds. In between shopping, take a break and grab a refreshing beverage at a local café or tavern. Later you can entertain with dinner at one of the many eateries found throughout St. Croix County. No matter which community you visit in St. Croix County, you'll be sure to find a variety of locally owned and nationally-known stores and eateries. If you are looking for adventure, you can hike the State and County parks, explore the many lakes and rivers, sail the beautiful St. Croix riverway, and so much more.

St. Croix County is served by an Interstate, state highways, and County roads that provide ease of travel to the cities, towns, villages, and recreational areas in the County. Located just east of the Twin Cities metro area offers advantages like best-in-class business services, cultural amenities, and easy access to the Minneapolis-St. Paul International Airport. Although the State's fastest growing county, St. Croix is home to a large semi-rural area with an exceptional quality of life.

Education is a priority of all communities within St. Croix County. The school districts are known to provide a wonderful student-to-faculty ratio. Throughout the County are six school districts providing education from pre-k through 12th grade. In addition to rigorous academics, students have the opportunity to join various clubs, sports programs, and extracurricular activities. The educational opportunities do not stop after high school. Graduates and non-traditional students alike can expand their knowledge and be better



prepared for employment through the post-secondary educational opportunities in and around the County. Local technical colleges and universities offer education programs in the areas of agriculture, business, trade and industry, and a variety of bachelor and master's degree programs.

Residents have access to hospitals, clinics and pharmacies that provide services to suit everyone's needs. A variety of medical providers, dental providers, and alternative medicine such as chiropractic care can be found in the area.

St. Croix County supports a healthy community for families and businesses to grow and prosper.

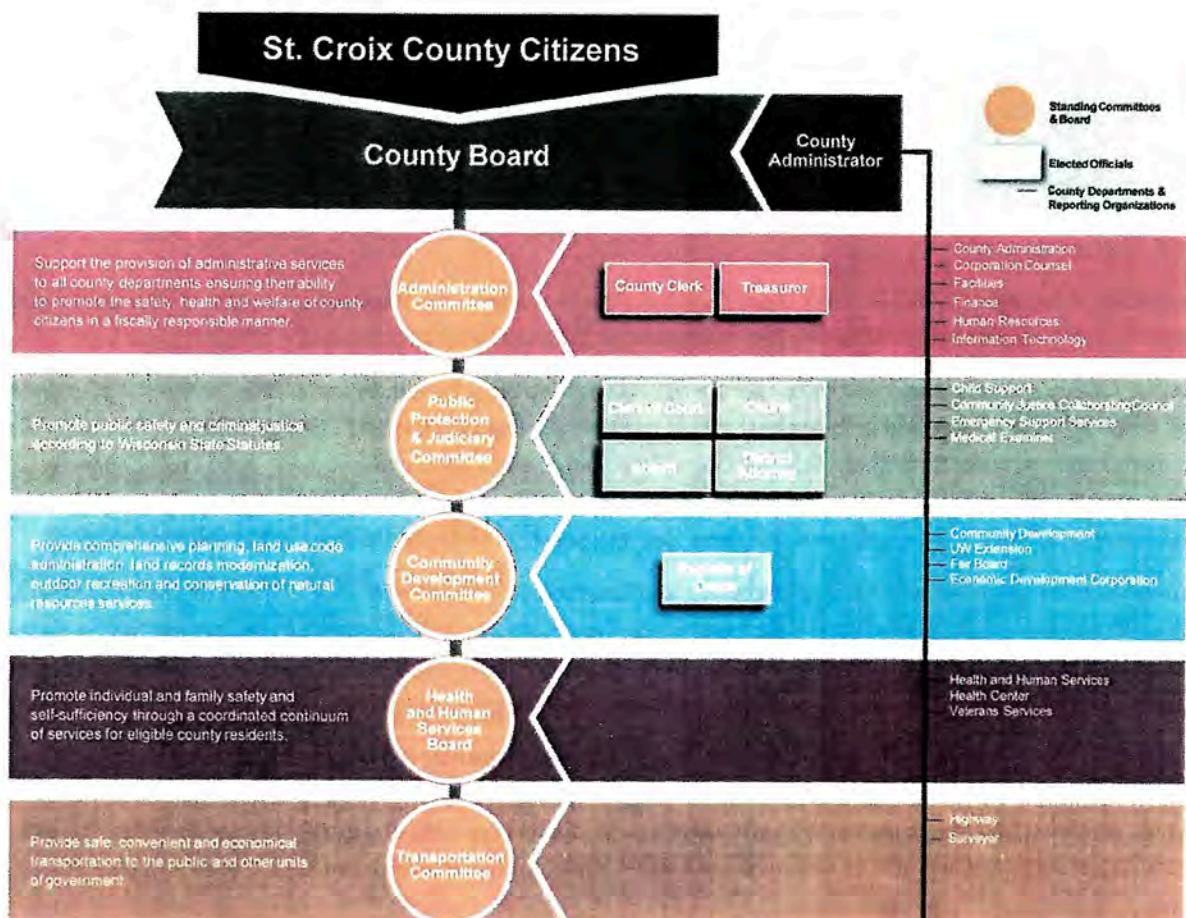
Additional information about St. Croix County is available at [www.sccwi.gov](http://www.sccwi.gov).

## GOVERNANCE AND ORGANIZATION

St. Croix County operates under the Board of Supervisors/County Administrator form of government. The legislative powers of the County are vested in a nineteen-member County Board. The Supervisors are elected by district, for a two-year term, on a non-partisan basis. No County officer or employee is eligible to be a County Supervisor. A Supervisor may also be a member of a town board, city council, or village board.

The St. Croix County Board of Supervisors operates under a committee system and county administrator form of government. The County Board of Supervisors' responsibilities are to exercise policy supervision of County activities through its committee system and to adopt the annual County Budget and establish a tax rate for the support of County services.

The County Administrator is the chief administrative officer of the County under Wisconsin Statutes §59.18. The County Administrator works under the general supervision of the Administration Committee. The County Administrator administers, directs and coordinates the activities of the County personally or through County departments in accordance with laws and ordinances, policies, goals and objectives established by the County Board.







County Administration Building in Hudson

The Office of Administration oversees a budget over \$104 million and a work force of more than 650 employees. The operating budget as well as a five-year Capital Improvement Plan is developed annually and presented for review and approval by the County Board.

#### **ABOUT THE COUNTY ADMINISTRATOR** (From St. Croix County Administrator Job Description)

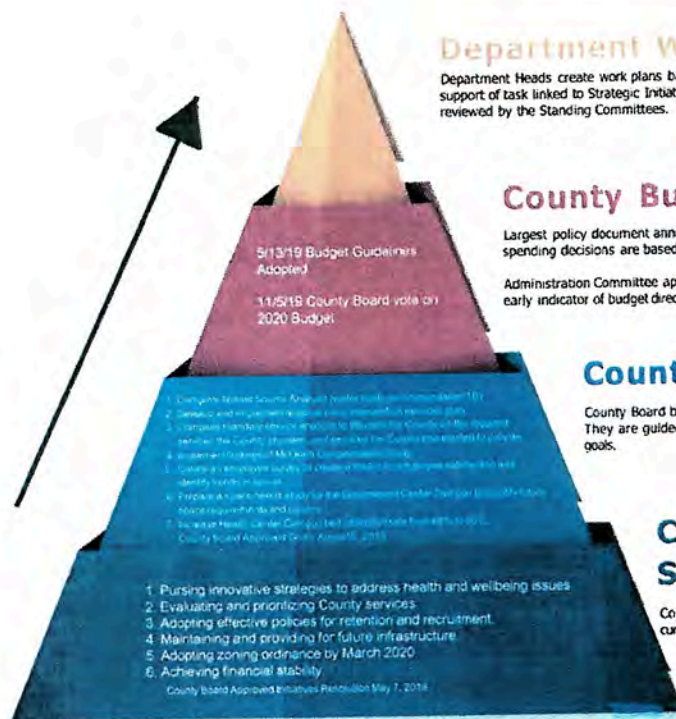
The County Administrator is the chief administrative officer of the County under Wisconsin Statutes sec. 59.18. The County Administrator is appointed by, and is accountable to, the County Board. The County Administrator works under the general supervision of the Administration Committee. The County Administrator provides sound information and recommendations to the County Board so they may make policy decisions in the best interests of the County. The County Administrator then administers and coordinates the policies of the County; and manages the overall County operations in a fiscally responsible manner through department heads in accordance with laws and ordinances, policies, goals and objectives established by the County Board.

#### ***Essential responsibilities include but are not limited to:***

- Directs, supervises, and coordinates all administrative and management functions of the County's departments and agencies under direct jurisdiction or fiscal control of the County Board. Ensures effectiveness and efficiency of the day-to-day operations of all County government functions.
- Researches and recommends the establishment and modification of County policies and interprets for and advises department heads concerning board policies, directives, and expectations. Ensures the policies and programs adopted by the County Board are effectively carried out.
- Appoints and supervises all department heads of the County, other than the Constitutional officers who are elected in general elections. Appointments of department heads are subject to County Board confirmation.
- Ensures all finances and resolutions adopted by the County Board are faithfully executed.
- Appoints the members of all boards and commissions that are not elected by the County Board, subject to the confirmation of the County Board.
- Directs the preparation of all research, studies, and reports the County Board may require concerning operations of the County; prepares plans and programs for the County Board's consideration in anticipation of future needs.
- Oversees the County's contracts for goods and services.
- Collaborates with the County Board in establishing clearly defined metrics that measure the implementation and outcomes of the County Board Policies and Processes. Reviews with the County Board the established metrics on a quarterly basis.
- Attends all meetings of the County Board and the Committee of the Whole, except when excused by the County Board Chair, and advises the County Board and/or recommends courses of action to the County Board. Attends and participates in meetings of County Board standing committees as needed.

(Continued on page 5)





Budgeted Revenue's	2019 Budget	2020 Recommended	Change
Property Taxes	\$4,336,265	\$6,366,478	2,030,193
Other Taxes	8,767,000	9,316,700	549,700
Intergovernmental	12,788,241	13,548,200	759,959
Permits, Fines, Penalties	690,200	757,700	67,500
Charges for Services	16,407,170	18,481,221	2,074,051
Transportation Charges	8,434,500	8,671,674	237,174
Miscellaneous	1,168,525	1,819,504	650,979
Internal Service Funds	8,955,000	10,735,000	1,780,000
Fund Balance	6,375,095	4,514,909	(1,860,186)
	\$ 97,922,016	\$ 104,211,186	\$ 6,289,170

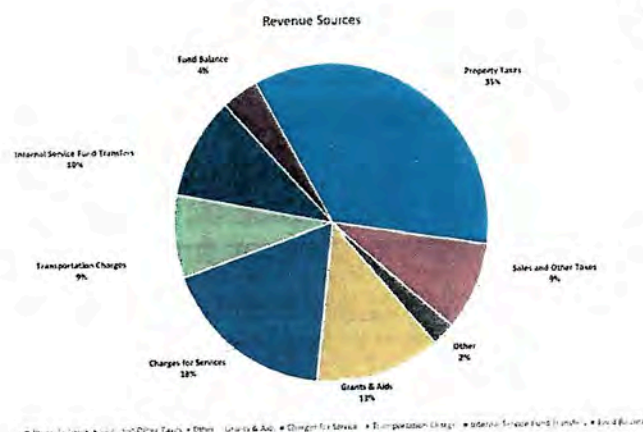
- Taxes Up from Govt \$800,000 and Debt Service \$1,200,000
- Sales Tax Growth
- HHS Funding and Charges for Services
- Health Insurance Program Increases
- Extra Debt Payment in 2019 with Fund Balance

Budgeted Expenses	2019 Budget	2020 Recommended	Change
General Government	12,729,900	11,749,199	\$98,701
Internal Service Funds	13,600,015	13,155,000	2,994,985
Capital Projects	2,753,500	2,742,000	(15,000)
Public Safety	13,612,111	14,411,199	778,998
Health and Human Services	28,457,634	31,330,952	2,873,318
Highways	17,022,901	17,941,467	918,566
Education and Recreation	2,201,099	2,276,584	75,485
Conservation and Development	2,984,642	3,226,244	241,602
Debt Service	7,969,040	9,933,113	1,964,073
	\$ 97,922,016	\$ 104,211,186	\$ 6,289,170

- New Policies: Health Insurance, Contract Increase
- Health Insurance
- New Policies: Operating Expense Increases
- HHS Program Expansion Due to Service Delivery Demands
- Pass Thru Contracts
- Extra Debt Payment in 2019

St. Croix County

St. Croix County

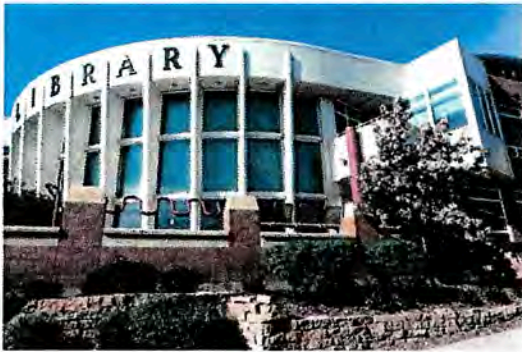


## County Bond Rating

St. Croix County's Aa1 rating is second highest possible rating

Moody's	# of Rated Counties
Aaa	5
Aa1	11
Aa2	14
Aa3	7
A1	2
A2	3
A3	0
Total	42





St. Croix County Health Center

- Supports the County Board by assisting with the preparation of County Board meeting agendas and minutes, and all resolutions and ordinances to be presented to the County Board.
- Provides the County Board with regular reports and data regarding County programs and activities.
- Monitors, reviews and keeps the County Board fully informed of any federal and state administrative, legislative and judicial developments that may affect or impact the County. Solicits and represents the County Board's position on proposed legislation, drafts responses to legislators and others and recommends amendments. At the request of or with approval by the County Board, represents the County at state legislative meetings or hearings, or engages in lobbying efforts, on behalf of the County.
- Directs long-range strategic planning for all County activities.
- Presents capital improvement program proposals to the County Board.
- Evaluates, on a continuing basis, the levels of service provided by County departments and recommends the establishment and/or modification of policies, procedures, or operating standards. Recommends reorganization, improvement, or development of new functions, or abandonment of unnecessary functions, to the County Board.
- Works with the Administration Committee to establish procedures and schedules for the preparation of each annual County budget based on priorities established by and directives of the County Board. Conducts and schedules budget meetings and/or hearings on budget requests with the Administration Committee. Attends budget meetings of and makes budget recommendations to the County Board.
- Executes the adopted budget, ensuring that all expenditures of County funds are made in strict compliance with the budget; reviews and administers all department and agency requests for adjustments or transfers of budgeted funds with Finance and the Administration Committee as required by law and County policy.
- Makes regular financial reports to the County Board, keeping the County Board fully advised as to the financial condition of the County and its future financial needs.
- Develops financial plans in which revenues and expenditures are projected against anticipated County growth and recommends methods of financing future needs.



## CURRENT ISSUES AND OPPORTUNITIES

- St. Croix County recently hired a Public Information Officer to further public understanding of the services provided by the County. Residents are generally satisfied with the County government.
- St. Croix is essentially two counties; the urban/suburban west side is within an easy commute to the Twin Cities while the east side is very rural and agricultural. The urban/rural divide is growing as the County is experiencing the most rapid county population growth in Wisconsin.
- A variety of issues, such as water protection and land use, lead to differing urban/rural points of view.
- Rural areas of the County are concerned that they may receive less consideration than their more urban neighbors.
- A looming issue -- the County needs a comprehensive office space needs analysis and to develop a creative, efficient and economical plan for office space and service provision. Courts, the jail and some administrative offices are at or nearing capacity.
- COVID-19 poses both a health as well as a financial concern to the County, although the virus has not yet significantly hit St. Croix County.
- Wisconsin governments are under a state budget tax levy limit. New growth is exempt.

## REQUIREMENTS

St. Croix County plans to hire an energetic, bold, and dynamic leader as its next County Administrator. The County Administrator will assist the Board of Supervisors in developing policy while diligently working to implement their policies and managing the day-to-day operations for the Board.

The successful candidate will have a solid track record of successful collaborative management that meets the policy objectives of the governing board and that provides exceptional public services which benefit the entire County.

### *Education and Experience*

- Master's Degree in Public Administration, Business Administration, or related field.
- Ten years' experience in a progressively responsible management position in a complex organization.
- Five years senior management level experience in public sector.
- ICMA Credentialed Manager certification is preferred

### *Characteristics of the Ideal Candidate*

#### *Important Knowledge, Skills and Abilities*

- Appreciates the structure and management challenges inherent in Wisconsin counties.
- Understands the programmatic, service delivery and space needs for jurisdictions facing a rapidly growing and diversifying population.
- Possesses a record of successful collaboration with other jurisdictions.
- Is a self-starter and strategic thinker who sets and directs the tactical steps designed to meet the goals set by the Board.
- Experienced in managing complex financial and human relations challenges.
- Offers evidence of staying current in the profession

#### *Style with the Board of Supervisors and other elected officials:*

- Supports the policy-making prerogatives of the Board of Supervisors.
- Performs both publicly and privately in an apolitical manner.
- Is available and accessible to all Board members.
- Exemplifies integrity and high personal ethics in all actions



- Demonstrates excellent oral and written communication skills which are exercised regularly with the Board of Supervisors as a whole.
- Facilitates the building and implementation for a strategic plan with the Board.

#### *With Staff*

- Fosters a positive and highly motivated customer service culture.
- Develops feedback loops and/or surveys of recently served customers to assess the level of customer service and any emerging trends of improvement or deterioration of service satisfaction.
- Trusts and supports staff.
- Facilitates communication and service coordination among departments and individual staff.
- Develops performance metrics which demonstrate the degree Board goals are attained and Board policy followed.
- Is a fair, evenhanded and consistent team builder.
- Can be counted on to coach and mentor while encouraging and supporting individual professional development.

#### *With the Community*

- Understands at times conflicting viewpoints of urban/suburban/rural constituencies.
- Anticipates the needs of jurisdictions with rapidly growing populations.
- As necessary responds to invitations to attend civic and community meetings.

#### **TO APPLY**

The position will remain open until filled. A first review of resumes is scheduled for November 13, 2020. Please e-mail a detailed resume with a cover letter and current salary to:



Robert E. Slavin or David Krings  
**SLAVIN MANAGEMENT CONSULTANTS**  
3040 Holcomb Bridge Road, A1  
Norcross, Georgia 30071  
Phone: (770) 449-4656  
Fax: (770) 416-0848  
E-mail [slavin@bellsouth.net](mailto:slavin@bellsouth.net)



***St. Croix County is an Equal Opportunity Employer***

**PRO FORMA INVOICE**

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INVOICE DATE: \_\_\_\_\_

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

Progress billing for professional services  
rendered in connection with our agreement:

(Invoice \_\_\_ of \_\_\_)

\$XXXX.XX

Reimbursable expenses at cost:

Airfare	\$ XXX.XX
Hotel	XX.XX
Ground Transportation	XX.XX
Meals	XX.XX
Tips	XX.XX
Telephone	XXX.XX
Clerical Support	XXX.XX
FAX	XX.XX
Messenger Service	XX.XX
Copies	XX.XX
Postage	XX.XX
Misc. Direct Costs	XX.XX

Total Expenses \$XXXX.XX

**TOTAL INVOICE** **\$XXXX.XX**

## ***CLIENT LIST BY CATEGORY***

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The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

### **MUNICIPALITIES**

Aiken, South Carolina	Corinth, TX
Albany, Georgia	Creedmoor, North Carolina
Alpharetta, Georgia	Culver City, California
Anaheim, California	Dallas, Texas
Ann Arbor, Michigan	Davenport, Iowa
Arlington, Texas	Davie, Florida
Arlington Heights, Illinois	Decatur, Georgia
Arvada, Colorado	Decatur, Illinois
Atlanta, Georgia	Delray Beach, Florida
Atlantic Beach, Florida	Del Rio, Texas
Asheville, North Carolina	Denton, Texas
Auburn, Maine	Destin, Florida
Aurora, Colorado	Dothan, Alabama
Austin, Texas	Dubuque, Iowa
Bartlesville, Oklahoma	Duluth, Georgia
Bentonville, Arkansas	Dunedin, Florida
Bergenfield, New Jersey	Durham, North Carolina
Berkeley, California	Eagle Pass, Texas
Beverly Hills, California	East Brunswick Township, New Jersey
Birmingham, Alabama	Edmond, Oklahoma
Bisbee, Arizona	Elgin, Illinois
Blacksburg, Virginia	Enfield, Connecticut
Bloomington, Illinois	Englewood, Colorado
Bothell, WA	Escondido, California
Boynton Beach, Florida	Evanston, Illinois
Branson, Missouri	Fort Collins, Colorado
Brea, California	Fort Lauderdale, Florida
Bridgeport, Connecticut	Fort Smith, AR
Broken Arrow, Oklahoma	Fort Worth, Texas
Brownsville, Texas	Frankfort, Kentucky
Bryan, Texas	Franklin, Tennessee
Burbank, California	Frisco, Colorado
Camarillo, California	Gainesville, Florida
Carson, California	Gainesville, Georgia
Cary, North Carolina	Galesburg, Illinois
Casper, Wyoming	Garden City, New York
Chapel Hill, North Carolina	Glastonbury, Connecticut
Charlotte, North Carolina	Glendale, Arizona
Cherry Hills Village, Colorado	Glen Ellyn, Illinois
Chesapeake, Virginia	Golden, Colorado
Clearwater, Florida	Grand Rapids, Michigan
Cleveland, OH	Greensboro, North Carolina
Columbia, Missouri	Gulfport, Florida
Columbus, Georgia	Hardeeville, SC
Concord, New Hampshire	Hemet, California
Coral Springs, Florida	Hercules, California
Corpus Christi, Texas	Highland Park, Illinois
Corta Madera, California	Hollywood, Florida

Homestead, Florida  
Huntington Beach, California  
Independence, Missouri  
Independence, Kansas  
Iowa City, Iowa  
Jacksonville Beach, Florida  
Jupiter, Florida  
Kalamazoo, Michigan  
Kansas City, Missouri  
Lake Worth, Florida  
Lakewood, Colorado  
Lapeer, Michigan  
Laramie, Wyoming  
Laredo, Texas  
Lenexa, Kansas  
Liberty, Missouri  
Lillburn, Georgia  
Little Rock, Arkansas  
Long Beach, California  
Longmont, Colorado  
Manassas, Virginia  
Mansfield, Massachusetts  
Maplewood, Missouri  
Marshfield, Missouri  
Miami Beach, Florida  
Milwaukie, Oregon  
Minneapolis, Minnesota  
Miramar, Florida  
Modesto, California  
Muscatine, Iowa  
Neptune Beach, Florida  
Newark, Delaware  
New Smyrna Beach, Florida  
Norfolk, Virginia  
Norman, Oklahoma  
North Las Vegas, Nevada  
North Miami Beach, Florida  
Northglenn, Colorado  
North Port, Florida  
Norwich, Connecticut  
Oberlin, Ohio  
Ocean City, Maryland  
Oceanside, California  
Olathe, Kansas  
Oklahoma City, Oklahoma  
Orlando, Florida  
Oxnard, California  
Palm Bay, Florida  
Palm Beach Gardens, Florida  
Palo Alto, California  
Panama City, Florida  
Park Ridge, Illinois  
Pasadena, California  
Peoria, Illinois  
Phoenix, Arizona  
Pittsburg, Kansas  
Pompano Beach, Florida  
Portage, Michigan

Pueblo, Colorado  
Richmond, California  
Richmond, Virginia  
Riverside, California  
Riverview, Michigan  
Roanoke, Virginia  
Rock Hill, South Carolina  
Rockville, Maryland  
Sacramento, California  
St. Louis Park, Minnesota  
Salem, Oregon  
San Diego, California  
San Fernando, California  
San Francisco, California  
San Jose, California  
San Juan Capistrano, California  
Sandersville, Georgia  
Santa Ana, California  
Santa Monica, California  
Sarasota, Florida  
Shaker Heights, Ohio  
Simi Valley, California  
Sioux City, Iowa  
Snellville, Georgia  
South Brunswick Township, New Jersey  
Springfield, Missouri  
Steamboat Springs, Colorado  
Stratford, Connecticut  
Storm Lake, Iowa  
Sunnyvale, California  
Sunrise, Florida  
Takoma Park, Maryland  
Topeka, Kansas  
Titusville, Florida  
Thornton, Colorado  
Traverse City, Michigan  
Topeka, Kansas  
Turlock, California  
Upper Arlington, Ohio  
Urbana, IL  
Urbandale, Iowa  
Valdez, Alaska  
Venice, FL  
Virginia Beach, Virginia  
Waco, Texas  
Warrensburg, Missouri  
Washington, Illinois  
West Des Moines, Iowa  
West Hartford, Connecticut  
West Hollywood, California  
West Palm Beach, Florida  
Wichita, Kansas  
Windham, Connecticut  
Winston-Salem, North Carolina  
Winter Park, Florida  
Worthington, Minnesota  
Ypsilanti, Michigan



## COUNTIES

Adams County, Colorado	Martin County, Florida
Alameda County, California	McHenry County, Illinois
Albemarle County, Virginia	Mecklenburg County, North Carolina
Arapahoe County, Colorado	Mendocino County, California
Beaufort County, South Carolina	Mesa County, Colorado
Broward County, Florida	Moffat County, Colorado
Brown County, Wisconsin	Monterey County, California
Buffalo County, Nebraska	Muscatine County, Iowa
Buncombe County, North Carolina	New Kent County, Virginia
Chaffee County, Colorado	Orange County, New York
Cass County, Michigan	Orange County, North Carolina
Chesterfield County, Virginia	Palm Beach County, Florida
Clark County, Nevada	Peoria County, Illinois
Cobb County, Georgia	Pinellas County, Florida
Dade County, Florida	Polk County, Florida
Dunn County, Wisconsin	Prince William County, Virginia
Eagle County, Colorado	Ramsey County, Minnesota
Escambia County, Florida	St. Louis County, Minnesota
Fairfax County, Virginia	Saline County, Kansas
Forsyth County, Georgia	San Diego County, California
Fremont County, Colorado	San Luis Obispo County, California
Fresno County, California	San Mateo County, California
Fulton County, Georgia	Sarasota County, Florida
Georgetown County, South Carolina	Sedgwick County, Kansas
Glynn County, Georgia	Seminole County, Florida
Gunnison County, Colorado	Sonoma County, California
Hall County, Georgia	Springettsbury Township, Pennsylvania
Hamilton County, Ohio	Spotsylvania County, Virginia
Johnson County, Kansas	Tazewell County, IL
Ketchikan-Gateway Borough, Alaska	Volusia County, Florida
Lake County, Florida	Wake County, North Carolina
Lake County, Illinois	Washtenaw County, Michigan
La Plata County, Colorado	Whiteside County, Illinois
Leon County, Florida	Whitfield County, Georgia
Lincoln County, North Carolina	Yolo County, California
Livingston County, Illinois	
Los Angeles County, California	

## OTHER ORGANIZATIONS

### Development Groups

Arrowhead Regional Development, Duluth, Minnesota  
Columbia Development Corporation, South Carolina  
Fresno Economic Development Commission, California  
Fresno Redevelopment Authority, California  
GoTopeka, Inc., Kansas  
Lincoln Road Development Corporation, Miami Beach, FL  
Los Angeles, California, Community

### Redevelopment Agency

Mid-American Regional Council, Kansas City, Missouri  
West Palm Beach Downtown Development Authority, Florida

### Housing Authorities

California Housing Finance Agency  
Jefferson County Housing Authority, Alabama  
Las Vegas Housing Authority  
Memphis Housing Authority, Tennessee  
Ocala Housing Authority, Florida

Peoria Housing Authority, Illinois

#### **Libraries**

Birmingham, Alabama Public Library  
Central Arkansas Library System  
Lexington, Kentucky Library System  
Metropolitan Library System of Oklahoma  
Moline Public Library

#### **Non-Profits and Other Governmental Jurisdictions**

California State Government  
CDC Federal Credit Union, Atlanta, Georgia  
District of Columbia  
Fresno Employment and Training Commission, California  
Jefferson County Personnel Board, Alabama  
Local Government Insurance Trust, Maryland  
Los Angeles, California Department of  
Community Public Health Los Angeles,  
California Music Center Operating Company  
Los Angeles Olympics Organizing Committee  
Metropolitan Nashville, Tennessee Arts  
Commission  
Parkland Hospital, Texas  
Southwest Florida Regional Planning Council

#### **Professional Associations**

American Public Works Association  
Association of County Commissioners, Georgia  
Georgia Municipal Association  
International City/County Management  
Association  
Iowa League of Cities  
Missouri Municipal League

#### **School Districts**

Adams County School District #14, Commerce  
City, Colorado  
Lake Sumpter Community College, Florida  
Dallas Independent School District, Texas

#### **Transportation Agencies**

Alameda-Contra Costa Transit District, Oakland,  
California  
Bay Area Rapid Transit District, Oakland,  
California  
Dallas Area Rapid Transit District, Dallas, Texas  
Greater Dayton Regional Transportation  
Authority  
Kalamazoo County Transportation Authority  
Lee County Port Authority, Florida  
Metra (Chicago Commuter Rail System)  
MetroPlan Orlando (MPA)  
Port Everglades Authority, Fort Lauderdale,  
Florida  
Orlando - Orange County Expressway Authority  
Port of Sacramento, California  
Riverside Transit Agency, California  
San Francisco Bay Area Rapid Transit District,  
California  
Sarasota/Manatee Airport Authority, Florida  
Southern California Rapid Transit District

#### **Utilities**

Columbus Water Works, Georgia  
Greater Peoria Sanitation District  
Gulf Shores Utilities  
Metropolitan Sewer District of Greater Cincinnati,  
Ohio  
Orange Water and Sewer Authority (North  
Carolina)  
Public Works Commission of Fayetteville, North  
Carolina  
Rivanna Solid Waste Authority, Virginia  
Rivanna Water and Sewer Authority, Virginia  
Sacramento Municipal Utility District, California  
South Florida Water Management District  
Spartanburg Utility District, South Carolina

## **EEO STATEMENT**

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Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- We will ensure that we do not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology.
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

## **SMC SEXUAL HARASSMENT POLICY**

Slavin Management Consultants (SMC) is committed to providing a workplace that is free from sexual harassment. Sexual harassment in the workplace is against the law and will not be tolerated. Should the company determine that an allegation of sexual harassment is credible, it will take prompt and appropriate corrective action.

### **What Is Sexual Harassment?**

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- An employment decision affecting that individual is made because the individual submitted to or rejected the unwelcome conduct; or
- The unwelcome conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or abusive work environment.
- Certain behaviors, such as conditioning promotions, awards, training or other job benefits upon acceptance of unwelcome actions of a sexual nature, are always wrong.

Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual pranks, or repeated sexual teasing, jokes, or innuendo, in person or via e-mail;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to or brushing up against a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated he or she is not interested (supervisors in particular should be careful not to pressure their employees to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons or other materials in the workplace;
- Off-duty, unwelcome conduct of a sexual nature that affects the work environment. A victim of sexual harassment can be a man or a woman.
- The victim can be of the same sex as the harasser.
- The harasser can be a supervisor, co-worker, other company employee, or a non-employee who has a business relationship with the Slavin Management Consultants.

### **SMC's Responsibilities Under This Policy:**

If SMC receives an allegation of sexual harassment, or has reason to believe sexual harassment is occurring, it will take the necessary steps to ensure that the matter is promptly investigated and addressed. If the allegation is determined to be credible, SMC will take immediate and effective measures to end the unwelcome behavior. SMC is committed to take action if it learns of possible sexual harassment, even if the individual does not wish to file a formal complaint.

SMC will seek to protect the identities of the alleged victim and harasser, except as reasonably necessary (for example, to complete an investigation successfully). SMC will also take the necessary steps to protect from retaliation those employees who in good faith report incidents of potential sexual harassment. It is a violation of both federal law and this policy to retaliate against someone who has reported possible sexual harassment. Violators may be subject to discipline.

Employees who have been found by SMC to have subjected another employee to unwelcome conduct of a sexual nature, whether such behavior meets the legal definition of sexual harassment or not, will be subject to discipline or other appropriate management action. Discipline will be appropriate to the circumstances, ranging from a letter of reprimand through suspensions without pay of varying lengths to

separation for cause. A verbal or written admonishment, while not considered formal discipline, may also be considered.

#### Employees' Rights and Responsibilities Under This Policy

Any employee who believes he or she has been the target of sexual harassment is encouraged to inform the offending person orally or in writing that such conduct is unwelcome and offensive and must stop.

If the employee does not wish to communicate directly with the offending person, or if such communication has been ineffective, the employee has multiple avenues for reporting allegations of sexual harassment and/or pursuing resolution.

Employees are encouraged to report the unwelcome conduct as soon as possible to his or her supervisor or to the President of SMC.

In addition to reporting sexual harassment concerns to a responsible SMC official, employees who believe they have been subjected to sexual harassment may elect to pursue resolution in several ways, including:

**Mediation:** Mediation is an informal way to resolve office problems using a trained mediator who facilitates communication between the parties to the dispute. If an employee chooses to attempt resolution through mediation, management is obligated by Company policy to send a representative to the table. If a resolution is not reached, the parties may continue to pursue their rights in any other appropriate forum.

**EEO processes:** All SMC employees can file an Equal Employment Opportunity (EEO) complaint with the United States Equal Employment Commission (EEOC). An employee who wishes to file a complaint under EEO procedures must consult an EEO counselor within 45 days of the alleged incident. It is not necessary for an employee to complain to his/her supervisor before approaching an EEO counselor, nor to attempt informal resolution through mediation or other means. EEOC contact Information:  
<https://eeoc.com>. Phone 1 (800) 669-4000

All SMC employees are required to comply with this policy. Employees are also expected to behave professionally and to exercise good judgment in work-related relationships, whether with fellow employees, business colleagues, or members of the public with whom they come into contact in the course of official duties. Further, all employees are expected to take appropriate measures to prevent sexual harassment. Unwelcome behavior of a sexual nature should be stopped before it becomes severe or pervasive and rises to a violation of law.



## **MINORITY AND WOMEN PLACEMENTS**

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>ALACHUA COUNTY, FL</b>	County Administrator			X
<b>ALBANY, GA</b>	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
<b>ASPEN, CO</b>	City Manager		X	
<b>AUSTIN, TX</b>	City Auditor		X	
	City Manager		X	
	Police Chief			X
<b>BERKELEY, CA</b>	City Manager	X		
	Public Works Director			X
<b>BEVERLY HILLS, CA</b>	Sanitation Director	X		
	Library Director		X	
<b>BOCA RATON, FL</b>	City Manager		X	
	Asst. City Manager		X	
<b>BOTHELL, WA</b>	City Manager		X	
<b>BOISE, ID</b>	Chief Financial Officer	X		
<b>BROWARD COUNTY, FL</b>	Assistant Director of Equal Employment	X	X	
	Director of Budget	X		
<b>BOISE, ID</b>	Chief Financial Officer		X	
<b>BRYAN, TX</b>	Municipal Court Judge		X	
	City Manager		X	
<b>BUNCOMBE COUNTY, NC</b>	County Manager	X	X	
<b>CAMARILLO, CA</b>	City Clerk		X	
<b>CARSON, CA</b>	Planning Director		X	
<b>CHAPEL HILL, NC</b>	Transportation Director		X	
	Human Resources Director		X	
<b>CHARLOTTE COUNTY, FL</b>	County Attorney		X	
<b>CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)</b>	Director of Security	X		
<b>CHARLOTTE, NC</b>	Neighborhood Services Director	X		
<b>COLUMBIA, MO</b>	Police Chief	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
CORINTH, TX	Director of Economic Development			X
CORPUS CHRISTI, TX	City Manager			X
CULVER CITY, CA	Finance Director			X
DALLAS INDEPENDENT SCHOOL DISTRICT (TX)	Chief Financial Officer	X	X	
DALLAS, TX	City Attorney		X	
DECATUR, GA	Chief of Police	X		
DISTRICT OF COLUMBIA	Executive Director Alcoholic Beverage Regulations Commission		X	
DURHAM, NC	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
ESCAMBIA COUNTY, FL	Assistant County Administrator	X		
ESCONDIDO, CA	Civic Center Construction Mgr		X	
FRANKFORT, KY	City Manager		X	
EVANSTON, IL	City Manager		X	
FRESNO, CA (PIC)	Executive Director	X		
FORT COLLINS, CO	City Attorney		X	
FORT LAUDERDALE, FL	Fire Chief	X		
FORT MYERS, FL	City Manager	X		
	Police Chief	X		
FORT WORTH, TX	Auditor General		X	
	Police Chief	X		
FRANKLIN, TN	Director of Community Development		X	
FRESNO, CA (PIC)	Executive Director	X		
GAINESVILLE, FL	Equal Employment Director	X		
GEORGETOWN, SC	City Administrator		X	
GEORGETOWN COUNTY, SC	County Manager	X	X	
GLASTONBURY, CT	Human Resources Director	X	X	
GLENWOOD SPRINGS, CO	City Manager		X	
GREENBELT HOMES, INC. (MARYLAND)	Executive Director		X	
GREENSBORO, NC	Assistant City Manager	X		
GREENVILLE, NC	City Manager	X	X	
HAMILTON COUNTY, OH	Jobs and Family Services Director		X	
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>HOLLYWOOD, FL</b>	City Manager	X		
<b>JUPITER, FL</b>	Assistant to the City Manager		X	
	Public Works Director			X
<b>KALAMAZOO, MI</b>	City Manager		X	
	Assistant City Manager		X	
<b>LAKE COUNTY, FL</b>	County Attorney		X	
<b>LAKE COUNTY, IL</b>	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
<b>LAKE COUNTY, IL HEALTH DEPARTMENT</b>	Executive Director		X	
<b>LAKE WORTH, FL</b>	Utilities Customer Services Manager	X		
<b>LA PLATA COUNTY, CO</b>	Human Services Director		X	
<b>LAREDO, TX</b>	City Manager			X
<b>LEE COUNTY, FL</b>	County Administrator		X	
	Human Resources Director	X		
<b>LINCOLN ROAD DEVELOPMENT CORP.</b>	Executive Director		X	
<b>LONG BEACH, CA</b>	Police Chief	X	X	
	Executive Director, Civil Service Commission			
<b>LONGMONT, CO</b>	City Manager			X
<b>LONGVIEW, CO</b>	Assistant City Manager		X	
<b>LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY</b>	Sr. Project Manager	X		X
	Project Manager	X		
	Project Manager			X
<b>LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY</b>	Executive Director	X	X	
	Deputy Exec. Dir.			X
<b>LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH</b>	Public Health Director	X		
<b>LOS ANGELES OLYMPICS ORGANIZING COMMITTEE</b>	Human Resources Director	X	X	
	Director of Venues		X	
<b>METROZOO (MIAMI FL)</b>	Director of Marketing		X	
<b>MEMPHIS (TN) HOUSING AUTHORITY</b>	Executive Director	X		
<b>MIAMI (FL) OFF-STREET PARKING SYSTEM</b>	Finance Director			X

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	
MIRAMAR, FL	City Manager		X	
MONTEREY COUNTY, CA	Hospital Administrator	X		
MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	Executive Director	X	X	
MOUNT DORA, FL	City Manager		X	
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NEWARK, DE	City Manager	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
NORFOLK, VA	Social Services Director	X		
OAK PARK, IL	Village Manager		X	
OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OBERLIN, OH	City Manager		X	
ORLANDO, FL	Fire Chief	X		
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992) City Manager (1999)		X	X
PALO ALTO, CA	City Attorney		X	
PARKLAND, FLORIDA	City Manager		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PHOENIX, AZ	Chief of Police			X
PRINCE WILLIAM COUNTY, VA	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
RICHMOND, CA	City Manager	X		
RICHMOND, VA	Director of Public Health	X		



CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>ROANOKE, VA</b>	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
<b>ROCKVILLE, MD</b>	Assistant City Manager		X	
<b>SACRAMENTO, CA</b>	Human Resources Director	X	X	
<b>SAGINAW, MI</b>	Police Chief			X
<b>SAN DIEGO, CA</b>	City Manager	X		
<b>SAN FRANCISCO, CA</b>	Assistant City Administrator		X	
<b>SAN JOSE, CA</b>	Police Chief	X		
<b>SANTA MONICA, CA</b>	Deputy City Manager		X	
<b>SARASOTA, FL</b>	Human Resources Director	X		
<b>SARASOTA COUNTY, FL</b>	Deputy County Administrator	X		
<b>SELMA, AL</b>	Chief of Police	X		
<b>SHAKER HEIGHTS, OH</b>	City Administrator		X	
<b>SOUTH DAKOTA STATE LEGISLATURE</b>	Chief Legislative Analyst		X	
<b>SUNNYVALE, CA</b>	Public Information Officer		X	
	City Clerk		X	
<b>STRATFORD, CT</b>	Human Resources Director		X	
<b>TAKOMA PARK, MD</b>	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	
	Public Works Director	X		
<b>THORNTON, CO</b>	Public Information Officer		X	
	City Attorney			X
<b>TOPEKA, KS</b>	City Manager	X		
	Police Chief	X		
<b>VALDEZ, AK</b>	City Manager	X		
<b>VENICE, FL</b>	Police Chief		X	
<b>VIRGINIA BEACH, VA</b>	Human Resources Director	X		
<b>VIRGINIA BEACH PARK TRUST (FL)</b>	Executive Director	X		
<b>VOLUSIA COUNTY, FL</b>	County Manager		X	
	Budget Director		X	
	Human Resources Director		X	
	Deputy County Manager		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>WACO, TX</b>	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
<b>WAKE COUNTY, NC</b>	Human Services Director			X
<b>THE WEINGART CENTER (LOS ANGELES)</b>	Executive Director		X	
<b>WEST COVINA, CA</b>	Planning Director	X	X	
<b>WEST MIFFLIN, PA</b>	Town Administrator		X	
<b>WEST PALM BEACH, FL</b>	Assistant City Administrator	X	X	
<b>WICHITA, KS</b>	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
<b>WYOMING, OHIO</b>	City Manager		X	
<b>YPSILANTI, MI</b>	City Manager	X		
<b>ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)</b>	Executive Director			X

AI-7824

Topics of Discussion V.

**Council Work Session**

**Meeting Date:** 09/07/2021

U.S. Census - Ward Redistricting

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 09/07/2021

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

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

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**Agenda Item Description or Legislation Title**

U.S. Census - Ward Redistricting

**Purpose and Background**

Every ten years upon receipt of the U.S. Census decennial census results, the City undertakes a process to evaluate potential changes to ward boundaries. The City has received the data from the 2020 U.S. Census. Under Ohio Revised Code Section 731.06, the City will need to look at potentially changing some ward boundaries. As set forth in the statute (see below), the process is to take place after October 1, 2021, but prior to January 1, 2022.

**Section 731.06 | Division of city into wards.**

**Ohio Revised Code/Title 7 Municipal Corporations/Chapter 731 Organization**

**(A) The legislative authority of a city shall subdivide the city into wards, equal in number to the members of the legislative authority to be elected from wards, within ninety days after:**

**(1) The first day of October of the year following the decennial census year;**

**(2) The approval of the adoption, change, or abandonment of an alternative plan for the composition of the legislative authority of the city under division (B) or (C) of section 731.01 of the Revised Code, if the number of wards is changed;**

**(3) The annexation of territory containing, according to the last federal census or a census authorized by the legislative authority, such population as will entitle the city to an additional member of the legislative authority under division (A) of section 731.01 of the Revised Code.**

**(B) If the legislative authority fails to make such subdivision within the time required, it shall be made by the director of public service.**

**(C) In order to provide substantially equal population in each of the wards, the legislative authority may redivide the city into wards at any time.**

**(D) All wards shall be bounded, as far as practicable, by county lines, streets, alleys, lot lines, avenues, public grounds, canals, watercourses, municipal corporation lines, center lines of platted streets, or railroads, and shall be composed of adjacent and compact territory, and substantially equal in population.**

**(E) The legislative authority may authorize and provide for conducting a census of the population of the city at any time in order to carry out the powers granted by this section.**

**(F) Action of the legislative authority to divide the city into wards shall be taken by ordinance and shall be effective for the first municipal primary election occurring at least one hundred fifty days after the passage of the ordinance.**

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**Fiscal Impact**

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

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**Attachments**

*No file(s) attached.*

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