



**CITY OF HUBER HEIGHTS  
STATE OF OHIO**

**City Council Work Session**

**February 4, 2025  
6:00 P.M.**

**City Hall - Council Chambers - 6131 Taylorsville Road - Huber Heights, Ohio**

- 1. Call Meeting To Order/Roll Call**
- 2. Approval Of Minutes**
  - A. January 15, 2025
  - B. January 21, 2025
- 3. Work Session Topics Of Discussion**
  - A. City Manager Report
  - B. DOJ Bulletproof Vest Grant Application - Police Division
  - C. Parks And Recreation Grant Applications
  - D. Right Stuff Time Keeping Software
  - E. CRA #3 - Amendment

F. Economic Development Plan - Canal Heights

G. Water Line Extensions/Tap In District - Bellefontaine Road Area

4. **Adjournment**

**AI-10632**

**Topics Of Discussion**    A.

**Council Work Session**

**Meeting Date:** 02/04/2025

City Manager Report

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session    **Date(s) of Committee Review:** 02/04/2025

**Audio-Visual Needs:** SmartBoard    **Legal Review:** Not Needed

**Emergency Legislation?:** No    **Motion/Ordinance/Resolution No.:** N/A

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**Agenda Item Description or Legislation Title**

City Manager Report

**Purpose and Background**

A copy of the presentation given with the City Manager Report has been attached (see attached).

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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AI-10628

Topics Of Discussion B.

**Council Work Session**

**Meeting Date:** 02/04/2025

DOJ Bulletproof Vest Grant Application - Police Division

**Submitted By:** Anthony Ashley

**Department:** City Manager

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

**Division:** Police

**Date(s) of Committee Review:** 02/04/2025

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

DOJ Bulletproof Vest Grant Application - Police Division

**Purpose and Background**

This legislation is to authorize a grant application for the Department Of Justice Bulletproof Vest Grant Program for the Police Division. This annual grant provides 50% reimbursement for replacement of bulletproof vests for the Police Division.

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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

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP FOR THE PURPOSE OF PURCHASING REPLACEMENT PROTECTIVE BODY ARMOR.

WHEREAS, the City of Huber Heights supports the need for additional police related equipment, specifically bulletproof vests; and

WHEREAS, the U. S. Bureau Of Justice Assistance provides the allocation of funding in the form of the Bulletproof Vest Partnership Program for purchasing new or additional bulletproof vests; and

WHEREAS, the Bureau Of Justice Assistance Bulletproof Vest Partnership Act of 2000 requires that funding priority be given to jurisdictions with populations under 100,000; and

WHEREAS, the Huber Heights Police Division has been a past recipient of Bulletproof Vest Partnership funds which provide for a 50% reimbursement to the City for the purchase of bulletproof vests.

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

Section 1. The City Council of Huber Heights hereby endorses and supports the submission of an application for the Bulletproof Vest Partnership program and authorizes the necessary actions to implement said grant, if approved by the U. S. Bureau Of Justice Assistance.

Section 2. The City Manager is hereby authorized to apply for and, if awarded, enter into an agreement with the U. S. Bureau Of Justice Assistance to administer the grant to implement the Bulletproof Vest Partnership Program.

Section 3. Reimbursement made to the Police Division under this grant will be re-appropriated to the Police Fund.

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 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 \_\_\_\_\_, 2025;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-10631

Topics Of Discussion C.

**Council Work Session**

**Meeting Date:** 02/04/2025

Parks And Recreation Grant Applications

**Submitted By:** Sarah Forsythe

**Department:** Assistant City Manager - Public Services

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

**Division:** Parks/Recreation

**Date(s) of Committee Review:** 02/04/2025

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Parks And Recreation Grant Applications

**Purpose and Background**

These two (2) items of legislation are required to pursue grant funding from the Ohio Department Of Natural Resources through the Clean Ohio Trails Fund and the Recreational Trails Program. Funds from these grants will be used to build recreational trails at Community Park and within and around the proposed Canal Heights development.

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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:**

The Clean Ohio Trails Grant awards up to \$500,000 and requires a 25% match of \$125,000 if awarded the full amount.

The Recreational Trails Grant awards up to \$150,000 and requires a 20% match of \$30,000 if awarded the full amount.

Funds currently allocated in the 2025 Capital Budget and planned for the 2026 CIP will suffice to cover the required match over the 18-month duration of the grant implementation. Award notice is anticipated by November, 2025. The grants utilize a reimbursement process.

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**Attachments**

Resolution

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO  
RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT FUNDING THROUGH THE CLEAN OHIO TRAILS FUND.

WHEREAS, the State of Ohio, through the Ohio Department Of Natural Resources, administers financial assistance for public recreation purposes, through the Clean Ohio Trails Fund (COTF); and

WHEREAS, the City of Huber Heights desires financial assistance under the Clean Ohio Trails Fund.

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

Section 1. The City of Huber Heights approves filing an application for the Clean Ohio Trails Fund financial assistance.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute and file an application with the Ohio Department Of Natural Resources through the Clean Ohio Trails Fund (COTF), and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3. That the City of Huber Heights does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the Clean Ohio Trails Fund.

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 \_\_\_\_\_, 2025;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO SEEK GRANT FUNDING THROUGH THE RECREATIONAL TRAILS PROGRAM.

WHEREAS, the State of Ohio, through the Ohio Department Of Natural Resources, administers financial assistance for public recreation purposes, through the Recreational Trails Program; and

WHEREAS, The City of Huber Heights desires financial assistance from the Recreational Trails Program.

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

Section 1. The City of Huber Heights approves filing an application for the Recreational Trails Program financial assistance.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute and file an application with the Ohio Department Of Natural Resources through the Recreational Trails Program, and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3. That the City of Huber Heights does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the Recreational Trails Program.

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 \_\_\_\_\_, 2025;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-10630

Topics Of Discussion D.

**Council Work Session**

**Meeting Date:** 02/04/2025

Right Stuff Time Keeping Software

**Submitted By:** Rachael Dillahunt

**Department:** City Manager

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

**Division:** City Manager

**Date(s) of Committee Review:** 02/04/2025

**Audio-Visual Needs:** SmartBoard

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Right Stuff Time Keeping Software

**Purpose and Background**

This legislation authorizes a contract with Right Stuff Software Corporation for an amount not to exceed \$360,000 over a five-year period.

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**Fiscal Impact**

**Source of Funds:** Various Funds

**Cost:** \$72,000 Per Year

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

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

**Financial Implications:**

Over the five year period, the Right Stuff time keeping software will cost \$360,000.

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**Attachments**

Overview

Agreement

License Agreement

Resolution

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## **Right Stuff Timekeeping and Scheduling Solution**

### **Overview**

Staff is recommending the implementation of the Precinct Manager SPA timekeeping and scheduling software by Right Stuff. This cloud-based, mobile-application-friendly solution is designed to meet the City's diverse time entry, scheduling, and payroll needs. Right Stuff, an Ohio-based company, has extensive experience with Ohio laws and Federal Department of Labor (DOL) standards and offers tailored features specifically for public sector departments.

Given that OSL Solutions is the current vendor for Huber Heights, this analysis evaluates the advantages and limitations of continuing with OSL Solutions versus transitioning to Right Stuff. While OSL Solutions provides familiarity and an established relationship, its lack of certain features has required the Fire Division to supplement its operations with TimeClock Plus. OSL Solutions did not provide a Bid Proposal through the RFP process.

Moving to Right Stuff would streamline operations by consolidating functionality into one comprehensive system, eliminating the need for both OSL Solutions and TimeClock Plus. This transition is expected to improve efficiency, enhance integration, and better align with the City's evolving workforce management requirements.

### **Key Features and Capabilities**

#### **1. Cloud and Mobile Accessibility**

- Subscription-based cloud solution designed for real-time access and seamless updates.
- Mobile application support enhances convenience for employees and supervisors.

#### **2. Proposed Functionality**

- Meets City time entry needs through the Precinct Manager SPA platform.
- Optional overtime call-out feature.
- Direct payroll integration, saving significant time for HR and Finance Staff.

#### **3. Custom Reporting and Interfaces**

- Instant access to auditor-friendly, customizable reports tailored to City needs.

- Interfaces are designed and developed by Right Stuff to integrate with existing systems.

#### **4. Training Plan**

- 30-minute video training for employees.
- Two hours of training for supervisors.
- HR and Finance Staff receive an additional 10 hours of detailed training.

### **Company Background and Experience**

Right Stuff has been offering the proposed solution for 22 years and currently serves 84 government clients, including 59 in Ohio. Its largest active client serves a population of 207,000 with 1,065 employees, while its smallest client has a population of 11,000 with 39 employees.

### **Department-Specific Features**

- **Police Department**

- Handles shift differentials, Officer-in-Charge (OIC), Field Training Officer (FTO) scheduling, K9 assignments, trades, staffing levels, and rotating shifts.
- Automated calculation of shift differentials based on department-specific rules.

- **Fire Department**

- Supports complex rotating schedules, including EDO's and employee-initiated trades.
- Assigns employees to specific stations and apparatuses.
- Automatically calculates overtime using custom FLSA period configurations.

- **Public Works**

- Advanced timeclocks for tracking work hours, lunches, and breaks.
- Tracks budgets and supports multiple pay rates for various projects.

- **Parks and Recreation/The Rose**

- Accommodates part-time and seasonal employees using biometric, phone, or web-based timeclocks.
- Supports multiple positions and pay rates per employee.

## **Core Functionality**

- **Scheduling**

- Provides comprehensive views of shifts, leave, monthly details, and daily assignments.
- Simplifies rotation management and ensures staffing compliance.

## **Payroll Integration**

- Exports approved timesheet data directly into payroll software, eliminating manual entry.
- Compatible with a wide range of payroll systems and customizable to new vendors if required.

- **Leave Balance Tracking**

- Real-time leave bank management tailored to City policies, reducing administrative workload.
- Configures custom accrual and carryover rules for accurate leave maintenance.

- **Customizations and Reporting**

- Programming team ensures full compliance with City-specific requirements.
- Generates custom reports, including project specific cost allocations, to manage resources and control costs effectively.

## **Conclusion**

Right Stuff offers a robust, customizable, and scalable solution tailored to the operational and regulatory needs of Huber Heights. The subscription model ensures consistent updates and support, while the comprehensive training plan and seamless payroll integration provide long-term value and efficiency.

## **Right Stuff vs. Current Vendor OSL Solutions**

### **Bid Proposal**

- **Right Stuff:** Compatible with current financial vendor. Compatible with Software Solutions and BS&A, the two finalists selected by the Bid Selection Committee, ensuring seamless integration with potential ERP systems.
- **OSL Solutions:** Did not submit a proposal for the bid evaluation process.

### **Company Overview**

- **Right Stuff:** An Ohio-based company with 22 years of experience, 59 Ohio government clients, and deep familiarity with Ohio and DOL standards.
- **OSL Solutions:** A Canadian company that serves public sector organizations in the U.S. and Canada.

### **Cloud and Mobile Support**

- **Right Stuff:** Provides a fully cloud-based, mobile-friendly solution with a subscription model. Includes dedicated apps for Android and iOS, ensuring accessibility and real-time updates.
- **OSL Solutions:** Does not offer a true cloud solution but supports remote access through its on-premise or hybrid deployments. Mobile apps are available for specific tasks like shift swaps and bids.

### **Workforce Management**

- **Right Stuff:** Advanced time entry, attendance tracking, and payroll integration. Supports department-specific scheduling and tracking.
- **OSL Solutions:** Provides time and attendance tracking, virtual time clock with GPS, and scheduling tools but lacks some automation and real-time leave bank updates.

### **Scheduling and Shift Management**

- **Right Stuff:** Features tailored for police, fire, public works, and recreation, including complex rotations, trades, and staffing level management.
- **OSL Solutions:** Includes shift bids, annual leave tools, and backfill protocols but lacks department-specific configurations for advanced scheduling.

## Payroll Integration

- **Right Stuff:** Direct integration with most payroll systems, eliminating manual entry and enhancing accuracy.
- **OSL Solutions:** Integrates with payroll systems but relies more heavily on templates and manual adjustments for customization.

## Department-Specific Needs

- **Police and Fire Divisions**
  - **Right Stuff:** Offers shift differential calculations, Officer-in-Charge (OIC), Field Training Officer (FTO) tools, and K9-specific features. Fire department support includes EDO's and FLSA-based overtime.
  - **OSL Solutions:** Focused on basic scheduling and manpower availability.
- **Public Works and Recreation**
  - **Right Stuff:** Handles multiple pay rates for projects, detailed tracking of hours, and support for part-time/seasonal employees.
  - **OSL Solutions:** Offers time and attendance tracking but fewer project-specific tools.

## Customization and Reporting

- **Right Stuff:** Fully customizable reporting and interface development to meet unique government requirements.
- **OSL Solutions:** Offers predefined HR templates and forms but limited customization for complex needs.

## Training and Support

- **Right Stuff:** Provides a structured training plan with video tutorials, supervisor sessions, and payroll-specific training (totaling 10 hours).
- **OSL Solutions:** Relies more on self-service features

## Total Budget Impact

| Company                                            | 2024              | 2025               | 2026               | 2027               | 2028               | 2029               | 2030                | Total               |
|----------------------------------------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|---------------------|
| OSL                                                | \$6,800.00        | \$ 7,004.00        | \$ 7,214.12        | \$ 7,430.54        | \$ 7,653.46        | \$ 7,883.06        | \$ 8,119.56         | \$ 45,304.74        |
| TimeClock                                          | \$2,730.00        | \$ 2,811.90        | \$ 2,896.26        | \$ 2,983.14        | \$ 3,072.64        | \$ 3,164.82        | \$ 3,259.76         | \$ 18,188.52        |
| Total                                              | \$9,530.00        | \$ 9,815.90        | \$10,110.38        | \$10,413.69        | \$10,726.10        | \$11,047.88        | \$ 11,379.32        | \$ 63,493.26        |
| Right Stuff Licensing & Support                    | \$ -              | \$26,800.00        | \$40,200.00        | \$40,200.00        | \$42,200.00        | \$43,200.00        | \$ 45,200.00        | \$237,800.00        |
| One Time Set-up,Consulting, Installation, Training | \$ -              | \$ 7,720.00        | \$ 7,720.00        | \$ 7,720.00        | \$ 7,720.00        | \$ 7,720.00        | \$ -                | \$ 38,600.00        |
| Off-site Hosting                                   |                   | \$ 4,000.00        | \$ 4,800.00        | \$ 4,800.00        | \$ 5,050.00        | \$ 5,100.00        | \$ 5,300.00         | \$ 29,050.00        |
| Options                                            |                   | \$ 1,250.00        | \$10,500.00        | \$ 9,000.00        | \$ 9,085.00        | \$ 9,374.00        | \$ 10,056.00        | \$ 49,265.00        |
| Right Stuff Grand Total                            |                   | \$39,770.00        | \$63,220.00        | \$61,720.00        | \$64,055.00        | \$65,394.00        | \$ 60,556.00        | \$354,715.00        |
| <b>Total Budget Impact</b>                         | <b>\$9,530.00</b> | <b>\$29,954.10</b> | <b>\$53,109.62</b> | <b>\$51,306.31</b> | <b>\$53,328.90</b> | <b>\$54,346.12</b> | <b>\$ 49,176.68</b> | <b>\$291,221.74</b> |

## Long-term Savings and Efficiency

By transitioning to Right Stuff, the City will experience:

1. A significant reduction in workforce management costs compared to the combined costs of OSL and TimeClock.
2. Simplified operations with a single vendor offering integrated solutions.
3. Budget predictability over a five period.

**If approved by City Council, the Right Stuff implementation project will begin on March 1, 2025.**

# RIGHT STUFF SOFTWARE CORPORATION

## APPLICATION HOSTING AGREEMENT

### END USER

This APPLICATION HOSTING AGREEMENT ("Agreement") is made by and between Right Stuff Software Corporation ("Right Stuff") whose mailing address is 700 Stonehenge Pkwy Unit A, Dublin, Ohio 43017, and the City of Huber Heights, Ohio, whose mailing address is 6131 Taylorsville Road, Huber Heights, Ohio 45424 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

#### 1. GRANT OF LICENSE; TERM.

In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license ("Access License") to host the current object code version of Right Stuff Software's Precinct Manager Application ("Application"). Right Stuff will host the Application on Right Stuff's equipment or equipment leased or rented by Right Stuff. This Agreement provides the conditions and terms for the hosting environment and the ability to provide for the availability of the Application ("Service").

- (A) Length of Service. Licensee agrees to an initial sixty (60) month contractual term of service ("Initial Term") under this agreement. The length of contract required is based on the type of service desired by Licensee and shall be determined solely by Right Stuff. After the Initial Term, this Agreement shall continue for successive one (1) year periods ("Renewal Periods"), which shall automatically renew under the same terms and conditions set forth herein without further documentation being required, subject to Right Stuff's rights of revision as described in Section 2(B), and unless and until either party terminates the Agreement in accordance with Section 3.
- (B) Service Start Date. Service shall begin at the start of implementation.
- (C) Go Live date. The Go Live Date shall be the first date the licensee begins using the software in their production environment. This date will be communicated in an email from Right Stuff to the Licensee.

#### 2. PRICE AND PAYMENT

Licensee shall make payment to Right Stuff for the Access License pursuant to the fees and payment terms set forth in Exhibit A.

- (A) Payment Due Date. Licensee agrees to pay all fees on invoices sent by Right Stuff, whether the invoice is sent by electronic mail or by US Postal mail, within sixty (60) days of receipt. Accounts that are delinquent may be canceled for nonpayment. To re-instate a canceled account, a new setup fee will be incurred at the then current rates, subject to approval of credit.

Right Stuff Software Corporation  
Application Hosting Agreement

- (B) Fee Increases. Right Stuff reserves the right to revise the fees at any time during a Renewal Period upon ninety (90) days' notice to Licensee of such proposed revisions, such revisions to take effect on the ninetieth day after such notice is given ("Effective Date"). If such proposed revisions are unacceptable to Licensee, Licensee may terminate this Agreement pursuant to the termination provisions herein. In the event that Licensee continues to use the Access License after the Effective Date of the fee increases, the Licensee is deemed to have accepted the revised fee(s) as proposed in the notice of the increased fees. For each Renewal Period, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the Go Live Date. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Period which is subject to the annual increase.

### **3. TERMINATION**

- (A) For Convenience. Either party may terminate this Agreement at any time on at least ninety (90) days written notice to the other. Such notice of intent to terminate shall provide a date at least ninety (90) days from the date of such notice, on which this Agreement shall be considered terminated ("Termination Date"). In the event the Licensee terminates this Agreement, Licensee shall pay to Right Stuff a pro-rated fee for the calendar month in which the Termination Date falls.
- (B) For Cause.
- (1) Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon at least ninety (90) days' prior written notice to the defaulting party. Upon receipt of notice of intent to terminate for breach, the defaulting party shall have ninety (90) days to cure the default. If the default is not cured within ninety (90) days, this Agreement shall be deemed terminated as of the date provided in the notice. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.
  - (2) Notwithstanding the forgoing, Right Stuff may immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Right Stuff, it determines that:
    - (a) Licensee is using the Service, or is allowing, authorizing or assisting the use of the Service, for illegal purposes; or
    - (b) Licensee is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or
    - (c) Licensee downloads or installs third party software to Right Stuff's Website or computers without the express written authorization of Right Stuff.

### **4. SERVICE AVAILABILITY.**

- (A) Right Stuff shall use commercially reasonable efforts to provide the Service on a twenty-four (24) hour a day, seven (7) days a week basis throughout the term of this Agreement.
- (B) Licensee hereby acknowledges that from time to time the Service may be inaccessible, inoperable, or interrupted for any reason including, without limitation:

Right Stuff Software Corporation  
Application Hosting Agreement

- (1) Equipment malfunctions;
- (2) Periodic maintenance procedures or repairs that Right Stuff may undertake; or
- (3) Causes beyond the control of Right Stuff or that are not reasonably foreseeable by Right Stuff including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures, acts of nature, third-party equipment and transmission failures, or security breaches.

(C) Licensee further agrees that the availability of the Service may be inaccessible during periods of time for which Licensee has scheduled upgrades or downgrades to the Service or other hosted applications. Right Stuff will provide Licensee with at least forty-eight (48) hour prior notice of any anticipated downtime.

## **5. MAINTENANCE SERVICES.**

Right Stuff will perform maintenance services as it determines are reasonably necessary to maintain the continuous operation of the hosted Application. Licensee agrees to periodically scheduled maintenance downtime periods. Right Stuff will provide at least twenty-four (24) hour prior notice of the anticipated maintenance downtime if such downtime will fall during normal working hours, except when emergency maintenance is necessary, in which case no prior notice shall be required.

## **6. BACKUPS.**

Right Stuff shall use commercially reasonable efforts to back up the Licensee's data within the hosted Application. Licensee acknowledges that Right Stuff cannot guarantee availability of backups in the event of data loss.

## **7. HARDWARE, EQUIPMENT AND SOFTWARE.**

Licensee is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary for Licensee to access the hosted Application. It is the responsibility of the Licensee to provide equipment that is compatible with the hosted Application.

## **8. CYBER INSURANCE**

Right Stuff shall maintain cyber liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate. Right Stuff will make all reasonable efforts to maintain this insurance in force during the entire term of this Agreement. Right stuff will notify Licensee of any termination or threat of termination of the Cyber Insurance Policy. Upon execution of this Agreement, and at each renewal of the policy, Right Stuff will provide Licensee with a certificate of insurance, evidencing coverage and listing Licensee as an insured, if applicable. If Right Stuff fails to maintain Cyber Insurance, Licensee may terminate the contract by providing written notice to Right Stuff.

## **9. WARRANTY.**

- (A) Right Stuff represents and warrants that the Service and any maintenance services (collectively referred to as the “Services”) performed under this Agreement shall be performed in a professional and workmanlike manner, and the Services will be performed and operated in accordance with its obligations as defined by this Agreement.
- (B) Licensee expressly agrees that use of the Service is at Licensee’s risk. Neither Right Stuff, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warranty that the Service will not be interrupted or error-free; nor does Right Stuff make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement.
- (C) RIGHT STUFF DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY THE LICENSEE INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES OR SERVICE INTERRUPTIONS BY ANY CAUSE OR ERRORS OR OMISSIONS OF THE LICENSEE. USE OF ANY INFORMATION OBTAINED BY WAY OF RIGHT STUFF IS AT THE LICENSEE'S OWN RISK, AND RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. RIGHT STUFF EXPRESSLY LIMITS ITS DAMAGES TO THE LICENSEE FOR ANY NONACCESSIBILITY TIME OR OTHER DOWN TIME TO THE PRO RATA MONTHLY CHARGE DURING THE SYSTEM UNAVAILABILITY. RIGHT STUFF SPECIFICALLY DENIES ANY RESPONSIBILITIES FOR ANY DAMAGES ARISING AS A CONSEQUENCE OF SUCH UNAVAILABILITY.
- (D) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Service.
- (E) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, under no circumstances, other than willful misconduct or gross negligence, will Right Stuff, its officers, agents or anyone else involved in creating, producing or distributing the Service be liable for any direct, indirect, incidental, special or consequential damages that result from loss of data within the hosted Application, servers, databases, and backups resulting from, but not limited to, file corruption, communication failure user error, application errors or failures, unauthorized use or access. Right Stuff will not be liable for the results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays and operation, or transmission or failure of performance whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to our records, programs or services. Licensee acknowledges that this paragraph shall apply to all content within the hosted Application, information and data on the server, any physical or virtual server, computer, hardware, software, paper files that Right Stuff maintains, operates or stores.

- (F) Except for willful misconduct or gross negligence by Right Stuff, for which there shall be no cap or limitation on damages claimed by the Licensee, Licensee's exclusive remedy for all damages, losses and causes of actions whether in contract or tort (excluding willful misconduct or gross negligence) will not: (1) exceed the actual dollar amount due for the Initial Term; and (2) will not include or be allowed for any incidental, consequential, extemporaneous or punitive damages of any kind including, without limitation, loss of data, file, profit, good will, time, savings or revenue.
- (G) This warranty is a limited warranty, and it is the only warranty made by Right Stuff. Right Stuff makes and Licensee receives no other warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. Right Stuff shall have no liability with respect to its obligations under this Agreement for consequential, exemplary, or incidental damages even if it has been advised of the possibility of such damages. The stated express warranty is in lieu of all liabilities or obligations of Right Stuff for damages arising out of, or in connection with the delivery, use, or performance of the Service.

## **10. INDEMNITY.**

- (A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that any Services or software system used within the scope of this Agreement infringes any U.S. patents, copyrights, licenses or other property rights; provided, however, that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.
- (B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Application, or if Right Stuff believes that the Application is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Application, or replace or modify the Application so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Access License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Start Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Application or any parts thereof.

## **11. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.**

The provisions of this Section survive any termination or expiration of this Agreement.

### **(A) Definitions.**

- 1) "*Licensee Information*" means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer

lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee's individual customers ("Licensee PII"); and (d) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Ohio's Public Records Law.

(2) "*Right Stuff Information*" means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff licensee, supplier, or licensor); (b) licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment ("Deliverables"), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Ohio's Public Records Law.

(3) "*Information*" means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity ("Recipient") already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity ("Discloser"); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient's breach of this Agreement.

(B) Obligations.

- (1) Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any "non-public personal information" about Licensee's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder ("GLBA"), as applicable to Right Stuff.
- (2) Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the

case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.

- (3) Recipient may disclose Information to the extent required by law or legal process, provided that: (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.
- (4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(C) Scope of Agreement.

- (1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
- (2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
- (3) Notwithstanding any other provision of this Agreement, Section 11(C)(2) shall not apply if Licensee receives a public record request pursuant to Ohio's Public Records Law and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Ohio law.

- (D) Ownership. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products")) and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Ohio law

and the material or document is not deemed a public record under Ohio law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Ohio law and the material or document is not deemed a public record under Ohio law. Licensee shall be entitled to use all such work product in accordance with the applicable terms and conditions of this Agreement.

- (E) Restrictions. Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

**Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Right Stuff acknowledges and understands that as a political subdivision of Ohio, Licensee is subject to Ohio's Public Records Law and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.**

## 11. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee: City of Huber Heights, Ohio  
6131 Taylorsville Road  
Huber Heights, OH 45424  
Attn: Human Resources Director  
KMKnisley@hhoh.org

Right Stuff: Right Stuff Software Corporation  
700 Stonehenge Parkway Unit A  
Dublin, OH 43017  
Attn: President  
DShaul@rightstuffsoftware.com

## 12. GENERAL.

- (A) Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

- (B) Force Majeure. Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.
- (C) Applicable Law. This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Ohio.
- (D) Severability. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.
- (E) Assignment. The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.
- (F) Jurisdiction and Venue. The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state and federal courts located in Franklin County, Ohio.
- (G) Waiver of Breach. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.
- (H) Compliance with Laws. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.
- (I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- (J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such

Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.

- (K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.
- (L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.
- (M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.
- (N) The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their legal representatives.

RIGHT STUFF:

Right Stuff Software Corporation

Name        Renee Shaul  
(Print):

Signature: \_\_\_\_\_

Title:        Officer\_\_\_\_\_

Date        \_\_\_\_\_

LICENSEE:

City of Huber Heights, Ohio

Name        \_\_\_\_\_  
(Print):

Signature: \_\_\_\_\_

Title:        \_\_\_\_\_

Date        \_\_\_\_\_

DRAFT

## EXHIBIT A

### 1. ACCESS LICENSE

Licensee has the right to access the Precinct Manager from all supported devices. This access is limited to employees of the Licensee.

### 2. HOSTING FEES

All payments are to be made in U.S. dollars, payable net 60.

The Initial Term is a five-year (60-month) term. Pricing is based on the completion of the Initial Term.

Hosting fees will begin one month prior to the Go Live Date and will be \$400 per month for the first 36 months and \$425 per month after. The first-year invoice will be a pro-rated amount of monthly hosting fees for the remainder of that calendar year. Hosting fees for subsequent calendar years will be invoiced in January.

DRAFT

RIGHT STUFF SOFTWARE CORPORATION  
SOFTWARE LICENSE AGREEMENT

END USER

This SOFTWARE LICENSE AGREEMENT (“Agreement”) is made by and between Right Stuff Software Corporation (“Right Stuff”) whose mailing address is 700 Stonehenge Parkway Unit A, Dublin, Ohio 43017, and the City of Huber Heights, Ohio, whose mailing address is 6131 Taylorsville Road, Huber Heights, Ohio 45424 (the “Licensee”).

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

**1. LICENSE.**

- (A) In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license (“Software License”) to use the current object code version of Right Stuff's Software. Licensee may install the Software specified in the description of the Software attached as Exhibit A (“Software”).
- (B) Licensee's use of the Software is restricted so that Licensee may not:
  - (1) Sublicense, sell, lease, or rent the Software;
  - (2) Decompile, disassemble, reverse engineer the Software;
  - (3) Create a derivative work of the Software;
  - (4) Use the software by more than the number of concurrent users that have been licensed; or
  - (5) Reveal benchmark tests.
- (C) Right Stuff reserves the right, without prior approval from or notice to the Licensee, to make changes to the Software and Related Materials and to substitute Software and Related Materials reflecting those changes provided that the Software and Related Materials delivered substantially conform to the specifications in place as of the effective date of this Agreement.

**2. OTHER LICENSES.**

Except as provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Right Stuff to Licensee under this Agreement.

**3. ACCESS TO SOFTWARE.**

- (A) Licensee will not allow any third party to have access to the Software, documentation and product collateral ("Related Materials") without Right Stuff's prior written consent. Licensee will not have any rights to grant any sublicense, subfranchise or lease or otherwise

transfer any of its rights to the Software and Related Materials under this Agreement without the prior written consent of Right Stuff.

- (B) Unless herein otherwise stated, the Software and all Right Stuff applications and data used within Right Stuff applications shall be maintained behind the Licensee's firewall and secured according to Licensee's information security program.

#### **4. TERM OF AGREEMENT.**

- (A) The initial term of this Agreement is for a period of sixty (60) months ("Initial Term") which commences when Licensee accepts or is deemed to have accepted the Software which is the subject of this Agreement ("Go Live Date"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, under the same terms and conditions set forth herein, unless within ninety (90) days of the expiration of the then current Renewal Term, Licensee has provided to Right Stuff written notice of Licensee's intent not to renew. For each Renewal Term, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the Go Live Date. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Term which is subject to the annual increase. If this Agreement is not renewed, upon the expiration of the then current Renewal Term, the Licensee shall return the Software and all copies thereof to Right Stuff.
- (B) The Go Live Date shall be the first date the Licensee begins using the Software in their production environment. This Go Live Date will be communicated in an email from Right Stuff to the Licensee.

#### **5. COPIES.**

The license(s) granted herein include(s) the right to copy the Software to use the Software as specified in Exhibit A and pursuant to this Software License and for archival and back-up only. In order to protect Right Stuff's copyrights in the Software, Licensee agrees to reproduce and incorporate Right Stuff's copyright notice in any copy, modifications or partial copy.

#### **6. TRANSFERS.**

Licensee may physically transfer the Software from (as applicable):

- (1) One (1) standalone computer or network node to another standalone computer or network node; or
- (2) One (1) server to another server, provided the Software is used on only one (1) computer, network node or server(s) (web and database) at a time; or
- (3) The same number of standalone computers, network nodes or servers to the same number of other standalone network nodes or servers.

#### **7. PRICE AND PAYMENT.**

Licensee shall make payment to Right Stuff for the Software License pursuant to the fees and payment terms set forth in Exhibit A.

## **8. SOFTWARE OWNERSHIP.**

- (A) Right Stuff represents that it has all rights required to license the Software and all portions thereof and to grant Licensee the Software License.
- (B) Risk of loss or damage to Software licensed by Licensee under this Agreement will vest in Licensee when the Software have been received by Licensee, or its representative, provided that such loss or damage is not caused by Right Stuff, its employees or agents.

## **9. OTHER SERVICES.**

Right Stuff may provide Licensee with consulting services, software maintenance, and technical support not provided herein through separate written agreements.

## **10. ADDITIONAL INTELLECTUAL PROPERTY RIGHTS.**

The parties agree and acknowledge that the Software and related services to be provided under this Agreement by Right Stuff may result in the development of proprietary and secret information, materials, concepts, applications, technologies, systems, solutions, techniques, methods, processes, adaptations and ideas ("Propriety Information"). The parties agree that such Propriety Information shall, in the absence of an agreement to the contrary, belong to Right Stuff and Licensee shall have a nonexclusive license to use such. Licensee hereby agrees that the Software and all materials incidental thereto developed by Right Stuff under this Agreement shall be the sole and exclusive property of Right Stuff, and that Right Stuff shall own all of the rights, title and interest in such Software including, but not limited to any copyrights, patents, trademarks and trade secrets relating to the Software. Where applicable, Licensee hereby agrees to cooperate with Right Stuff in securing or registering any such rights.

## **11. ASSIGNMENT.**

Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Right Stuff. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

## **12. WARRANTY.**

- (A) RIGHT STUFF WARRANTS THAT SOFTWARE WILL CONFORM TO RIGHT STUFF'S STATEMENT OF WORK ("EXHIBIT B") WHEN INSTALLED AND WILL BE FREE OF DEFECTS WHICH SUBSTANTIALLY AFFECT SYSTEM PERFORMANCE FOR A PERIOD OF NINETY (90) DAYS AFTER THE GO LIVE DATE.

- (B) IN THE EVENT OF AN ALLEGED DEFECT, THE LICENSEE MUST NOTIFY RIGHT STUFF IN WRITING, WITHIN NINETY (90) DAYS OF DELIVERY OF THE SOFTWARE TO THE LICENSEE (NOT INCLUDING DELIVERY OF ANY SUBSEQUENT MODIFICATIONS TO THE SOFTWARE), OF ITS CLAIM OF ANY SUCH DEFECT. IF THE SOFTWARE IS FOUND DEFECTIVE BY RIGHT STUFF, RIGHT STUFF WILL, AT ITS OPTION, CHOOSE TO CORRECT OR WORK AROUND ERRORS TO REPLACE DEFECTIVE MEDIA OR REPLACE THE SOFTWARE WITH FUNCTIONALLY EQUIVALENT SOFTWARE. IN THE EVENT THAT, WITHIN A REASONABLE PERIOD OF TIME AFTER NOTIFICATION, SUCH REPAIRED, REPLACED, OR SUBSTITUTE SOFTWARE CONTINUES NOT TO PERFORM ACCORDING TO CURRENT PUBLISHED SPECIFICATIONS, LICENSEE MAY, AT ITS OPTION, TERMINATE THE AGREEMENT.
- (C) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY RIGHT STUFF. RIGHT STUFF MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIGHT STUFF SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF RIGHT STUFF FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE.
- (D) IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY LICENSEE DURING THE WARRANTY PERIOD, THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED. CORRECTION FOR DIFFICULTIES OR DEFECTS TRACEABLE TO LICENSEE'S ERRORS OR SYSTEMS CHANGES SHALL BE BILLED AT RIGHT STUFF'S STANDARD TIME AND MATERIAL CHARGES (\$150 PER HOUR).
- (E) RIGHT STUFF DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE OPERATION OF THE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.
- (F) LICENSEE IS SOLELY RESPONSIBLE FOR ANY POLICY, PROCEDURE, PRACTICE, OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A SOFTWARE OPTION. LICENSEE ACCEPTS RESPONSIBILITY FOR ANY SOFTWARE OPTIONS THAT ARE IMPLEMENTED AT ITS SOLE REQUEST OR DIRECTION IF SUCH SOFTWARE OPTION VIOLATES LOCAL, STATE AND/OR FEDERAL LAWS. AS ADDITIONAL CONSIDERATION FOR THIS LICENSE, LICENSEE WILL CAUSE RIGHT STUFF TO BE INCLUDED AS AN ADDITIONAL COVERED PARTY FOR INJURY ARISING OUT OF A POLICY, PROCEDURE, PRACTICE OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A

SOFTWARE OPTION TO THE STANDARD PRODUCT, IF SUCH POLICY, PROCEDURE, PRACTICE, OR OTHER LOCAL MATTER, VIOLATES AN APPLICABLE LAW OR REGULATION. RIGHT STUFF'S COVERAGE AS AN ADDITIONAL COVERED PARTY SHALL END WHEN THIS LICENSE TERMINATES.

### **13. SYSTEM MAINTENANCE.**

Licensee will from time to time require maintenance and support regarding the use of the Software. Right Stuff and Licensee agree as follows:

- (A) Right Stuff will promptly notify Licensee of any material defects or malfunctions in the Software or Related Materials that it learns from any source.
- (B) Right Stuff will, from time to time, supply Licensee with copies of the Software and Related Materials revised to reflect significant updates and enhancements to the Software made by Right Stuff, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Right Stuff will supply copies of and implement any of these updates and/or enhancements without additional charge.
- (C) Within a reasonable time after being given written notice thereof, Right Stuff will correct inherent material errors in the Software that are not caused by the Licensee's misuse, improper use, alteration, or damage to the Software.

### **14. INDEMNITY.**

- (A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that the Software or any software system used within the scope of this Agreement infringes any U.S. patents, copyrights, license or other property right, provided that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.
- (B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Software, or if Right Stuff believes that the Software is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Software License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under

this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Software or any parts thereof.

## **15. PROPRIETARY RIGHTS; LICENSE GRANT.**

Licensee acknowledges and agrees that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Licensee further acknowledges and agrees that content contained in information presented to Licensee through the Software is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Right Stuff, Licensee agrees not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Software, in whole or in part, or to allow or assist any others to do so. Right Stuff grants Licensee a personal, nontransferable, nonsublicensable and nonexclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Software. Licensee agrees not to access the Software by any means other than through the interface that is provided by Right Stuff for use in accessing the Software.

## **16. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.**

The provisions of this Section survive any termination or expiration of this Agreement.

### **(A) Definitions.**

- (1) “*Licensee Information*” means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee’s individual customers (“*Licensee PII*”); and (d) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Ohio’s Public Records Law.
- (2) “*Right Stuff Information*” means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff licensee, supplier, or licensor); (b) licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment (“*Deliverables*”), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any

personally identifiable information, defined as information that can identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Ohio's Public Records Law.

- (3) “*Information*” means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity (“Recipient”) already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity (“Discloser”); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient’s breach of this Agreement.

(B) Obligations.

- (1) Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any “non-public personal information” about Licensee’s customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder (“GLBA”), as applicable to Right Stuff.
- (2) Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser’s prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.
- (3) Recipient may disclose Information to the extent required by law or legal process, provided that: (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser’s expense) in seeking such protective order; and (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient’s option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit

and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.

- (4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(C) Scope of Agreement.

- (1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
- (2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
- (3) Notwithstanding any other provision of this Agreement, Section 16(C)(2) shall not apply if Licensee receives a public record request pursuant to Ohio's Public Records Law and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Ohio law,

- (D) Ownership. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products")) and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Ohio law and the material or document is not deemed a public record under Ohio law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Ohio law and the material or document is not deemed a public record under Ohio law. Licensee shall be entitled to use all such work

product in accordance with the applicable terms and conditions of this Agreement.

- (E) Restrictions. Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

**Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Right Stuff acknowledges and understands that as a political subdivision of Ohio, Licensee is subject to Ohio's Public Records Law and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.**

#### **17. TERMINATION.**

- (A) Licensee shall have the right to immediately terminate this Agreement and license(s) granted herein in the event Right Stuff neglects or fails to perform or observe any of its obligations under this Agreement and such condition is not remedied within sixty (60) days after Right Stuff's receipt of written notice from Licensee to Right Stuff setting forth Right Stuff's alleged breach. Such notice may be delivered by email with delivery confirmation.
- (B) In the event of termination by reason of Right Stuff's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensee's right to terminate, Licensee shall have the right, at any time, to terminate the Software License(s). Within ten (10) days after termination of the Software License(s), Licensee shall return the Software and documentation and all copies wherever located, to Right Stuff or, upon request by Right Stuff, shall destroy the Software and all copies, and certify in writing that they have been destroyed. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.

#### **18. LIMITATION OF LIABILITY.**

- (A) No Special, Indirect, Incidental, Punitive or Consequential Damages. LICENSEE AGREES THE MAXIMUM LIABILITY ASSUMED BY RIGHT STUFF UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR FORM OF ACTION OR SUIT, WHETHER IN CONTRACT, NEGLIGENCE, OR TORT, WILL BE LIMITED TO CORRECTION OR REPLACEMENT COSTS. RIGHT STUFF WILL NOT BE LIABLE

FOR ANY: (1) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF RIGHT STUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (2) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY RIGHT STUFF TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND RIGHT STUFF'S REASONABLE CONTROL; OR (3) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST RIGHT STUFF MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(B) Limitation of Liability.

- (1) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RIGHT STUFF'S LIABILITIES UNDER THIS AGREEMENT ON ANY CLAIMS BY LICENSEE (OTHER THAN A CLAIM RESULTING FROM RIGHT STUFF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR WHICH THERE SHALL BE NO CAP ON LIMITATIONS ON DAMAGES CLAIMED BY THE LICENSEE), WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY RIGHT STUFF AND PAID BY LICENSEE FOR RIGHTS TO USE THE SOFTWARE.
- (2) EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT ARISE OUT OF THAT PARTY'S OWN NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OR ARE DUE TO THE NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OF THAT PARTY'S RESPECTIVE AGENTS, OFFICERS, OR EMPLOYEES.

- (C) Alterations by Licensee. Right Stuff will not be responsible in any regard for any Software which is altered by Licensee and Licensee assumes any and all risks and liabilities arising from such alteration.

## 19. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

|           |                                                                                                                                                                                  |              |                                                                                                                                                                                              |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Licensee: | City of Huber Heights, Ohio<br>6131 Taylorsville Road<br>Huber Heights, OH 45424<br>Attn: Human Resources Director<br><a href="mailto:KMKnisley@hhoh.org">KMKnisley@hhoh.org</a> | Right Stuff: | Right Stuff Software Corporation<br>700 Stonehenge Parkway Unit A<br>Dublin, OH 43017<br>Attn: President<br><a href="mailto:DShaul@rightstuffsoftware.com">DShaul@rightstuffsoftware.com</a> |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 20. GENERAL.

- (A) Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- (B) Force Majeure. Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.
- (C) Applicable Law. This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Ohio.
- (D) Severability. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.
- (E) Assignment. The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.
- (F) Jurisdiction and Venue. The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state and federal courts located in Franklin County, Ohio.

- (G) Waiver of Breach. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.
- (H) Compliance with Laws. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.
- (I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- (J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.
- (K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.
- (L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.
- (M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.

- (N) The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their legal representatives.

RIGHT STUFF:

LICENSEE:

Right Stuff Software Corporation

City of Huber Heights, Ohio

Name        Renee Shaul  
(Print):

Name        \_\_\_\_\_  
(Print):

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title:        Officer

Title:        \_\_\_\_\_

Date        \_\_\_\_\_

Date        \_\_\_\_\_

DRAFT

## EXHIBIT A

### 1. SOFTWARE

Software means the program outlined in Exhibit B in object code and Related Materials.

The number of users permitted to use the Software under this license is 250 full-time users and 140 part-time users.

### 2. SYSTEM REQUIREMENTS

The detailed requirements for the system to be delivered are documented in the attached Statement of Work, for the Employee Timekeeping and Scheduling Software Package dated January 8, 2025 (Exhibit B).

### 3. PAYMENT TERMS

All payments are to be made in U.S. dollars, payable net 60.

Fees are as stated in the Statement of Work dated January 8, 2025.

The initial setup fee will be invoiced ratably over the 5-year initial term. Monthly license fees begin in the calendar month following the Go Live Date. The first year will be a pro-rated amount of monthly license fees for the remainder of that calendar year. License fees for subsequent calendar years will be invoiced in January.

EXHIBIT B



Right Stuff  
SOFTWARE

## City of Huber Heights, Ohio

Statement of Work

Employee Timekeeping & Scheduling Software Package

January 8, 2025

---

Right Stuff Software Corporation · Dublin, Ohio · [www.rightstuffsoftware.com](http://www.rightstuffsoftware.com)

## 1.1 Letter of Intent

January 8, 2025

Kathryn Knisely  
Human Resources Director  
6131 Taylorsville Road  
Huber Heights, Ohio 45424

Dear Ms. Knisely:

This letter of intent is submitted to the City of Huber Heights to indicate that Right Stuff Software Corporation would like to provide a solution to automate time and attendance for all groups. The proposed software for this specification is Right Stuff Software's Precinct Manager which can be tailored to meet your needs.

For over 22 years, we have specialized in working with municipal government agencies and helping them to move from a paper-based system to our customizable workforce scheduling, timekeeping and workflow software solution that will result in significant time savings and greater accuracy. The software has been designed to handle scheduling and timekeeping needs for all departments, including a work force which operates in a 24-hour multiple shift environment. It is a forms-based time tracking system, with a strong emphasis on reducing paperwork for Supervisors and Timekeepers. Our modern and web-based solution uses the latest technology to manage leave requests, leave balances and scheduling, automatically calculate timesheets, and directly import into your existing payroll system. The system also comes fully loaded with reports that can be used to control costs and manage resources. However, we recognize that no two organizations have the same reporting needs so custom reporting is also available.

Our company focuses on providing a high-quality timekeeping and scheduling system as well as providing exceptional support for that software. Our software has been intentionally designed in a flexible manner so as to accommodate integration with other solutions. We can export data from our system to any payroll software that accepts an electronic import.

Based on the requirements of the city, we will be able to deliver an excellent solution for your work environment. We welcome the opportunity to provide a solution to the City of Huber Heights. Thank you for your consideration.

Sincerely,

Renee Shaul, Director of Sales  
700 Stonehenge Parkway Unit A, Dublin, Ohio 43017

## 1.2 Contents

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## 1.3 General Product Features

Precinct Manager was designed to reduce labor costs at all positions within the scheduling and payroll areas. The system will reduce paperwork and ease the burden of the business process.

### Product Features:

- Web-based, easy to use interface

Precinct Manager was designed with ease-of-use as its core. Each screen is configured to have only the required functionality and user choices, to ensure simplicity and ease of use by your employees. Terminology and application behavior is consistent across all features of Precinct Manager. Functionality is organized based on employee roles (i.e., supervisor) and exposed only to those employees that need it.

- Maintain the complicated schedules of 24-hour operations.

There are several different features of Precinct Manager that are designed to effectively maintain and manage the complicated schedules of a 24-hour operation. Precinct Manager has multiple flexible scheduling views so that you can get an overview of an entire month, or you can narrow in on a particular week, day, shift or employee.

- Labor contracts handled via configuration

The system can be configured to handle a standard work schedule or up to a variable hour flexible schedule. Job assignments can be changed on a permanent or temporary basis as needed. Employees or groups of employees can be setup to maintain separate timesheet, payroll, accrual, and leave bank rules to accommodate multiple labor contracts.

- Electronic forms for all leave categories

All basic leave categories are supported with a specific electronic form, with or without pay. Any leave categories not specifically built into the system can be handled using a special leave form, or if more intense tracking is desired, can be handled by adding a new form.

- Electronic forms for all 'extra hour' categories

The system is able to handle all extra hour functionality including overtime, comp time, and credit hours. Extra hours can be paid or banked.

- Streamline payroll with auto-populated timesheets

Once an employee has submitted a leave slip, the schedule is automatically updated. When the form is approved, the employee's timesheet will automatically reflect the form based on the rule sets of the employee's contract.

- Capability to correct a previously submitted timesheet and automatically adjust balances in each subsequent pay period

All of the time forms and timesheets can be edited by authorized personnel as needed. Records are corrected as required, and this information propagates through the entire system.

- Provide the capability to automatically export data for payroll processing.

Payroll information can be formatted for delivery and transmission purposes. This functionality can eliminate a major manual step and eliminate keystroke errors while still providing rich functionality for review of payroll before export.

- Reporting is easy-to-use and robust

The system comes with a number of built-in reports. As part of the package, additional reports can be added to the system to precisely fit your business needs. These reports are flexible and powerful while still being easy to use.

- Access the application remotely over the internet

The entire product is web-based. All functionalities can be accessed anytime, from anywhere – or not, depending on your business and security needs.

- Provide the capability to interface with your network security infrastructure.

The system can be secured using industry standard methods. We will work with your staff to implement the most effective strategy for your needs.

## 1.4 High Level Feature Information

Precinct Manager is a browser-based scheduling system that manages personnel, labor contracts, special events and other items that impact scheduling, staffing and payroll.

### 1.4.1 Precinct Manager User Roles

There are three levels of user roles within Precinct Manager. Each employee within your organization will be assigned to a user role. Employees have different capabilities and restrictions within the software depending on their user role. The three user roles are as follows:

- *Employee*
- *Supervisor*
- *Administrator*

#### 1.4.1.1 Dashboard

From the Dashboard employees can view their schedule, generate forms for various requests including vacation, sick, and overtime, review and approve their timesheet, and access various schedule views and their leave bank balances. Supervisors can manage payroll detail for an employee, manage forms, and access reports that allow them to manage the cost of an event based on employee profiles and labor contracts.

### 1.4.1.2 Form Workflow

**Example Workflow – Requesting Vacation:** Precinct Manager operates based on workflow processes. The example shown below is one of over 60 pre-made forms available in Precinct Manager that allows users to perform actions and request approvals. Forms can be created and customized to meet your exact needs. The following example shows how vacation is requested and approved:

*Step 1: An employee creates a vacation request from their Dashboard using the dropdown list of forms.*

**Right Stuff Software** | System Administrator

**Dashboard** | 11/20/2021 - 12/3/2021

**Sideshow Bob** | Bureau: Police - Patrol | Employee: Bob, Sideshow

**Calendar View:**

- Saturday, 11/20/2021: 7A-3P (VA) 8:00
- Sunday, 11/21/2021: 7A-3P (SK) 8:00
- Monday, 11/22/2021: OFF
- Tuesday, 11/23/2021: OFF
- Wednesday, 11/24/2021: 7A-3P (JD) 8:00
- Thursday, 11/25/2021: 7A-3P (JD) 8:00
- Friday, 11/26/2021: 7A-3P (JD) 8:00

**Pending Approval**

**Timesheet**

**Employee Certification**

☐ I hereby certify that the above time and attendance are true and correct, to the best of my knowledge.

**Signatures**

Supervisor: ☐ Approved ☐ Disapproved

**Remarks**

**Forms**

Vacation [Create New Form](#)

| DATE / TIME      | EVENT TYPE | FORM - DURATION | STATUS   | TIME CARD MODIFIED |
|------------------|------------|-----------------|----------|--------------------|
| 11/26/2021 7:00A | Sick       | 8:00            | Approved | -                  |
| 11/20/2021 7:00A | Vacation   | 8:00            | Approved | -                  |
| 12/02/2021 7:00A | Jury Duty  | 8:00            | Approved | -                  |
| 12/03/2021 7:00A | Jury Duty  | 8:00            | Approved | -                  |

Figure 1. Employee Dashboard

Step 2: An employee completes and submits a vacation request.

[View Change Log](#)

Vacation ⓘ

X

Add/Remove Employees From This Form

|                               |                                |                   |
|-------------------------------|--------------------------------|-------------------|
| <b>Name:</b><br>Bob, Sideshow | <b>Employee #:</b><br>02198-02 | <b>Job:</b><br>NA |
|-------------------------------|--------------------------------|-------------------|

☐ All Day Event

☒ Enter Duration☐ Enter End Date

**Start Date**  
12-09-2021

**Start Time**  
7:00 AM

**Duration**  
8:00

**End Date**  
12-09-2021

**End Time**  
3:00 PM

☐ FMLA

☒ Verify Leave Balance

**Signatures**

Supervisor

☐ Approved☐ Disapproved

**Remarks**

Add Remark

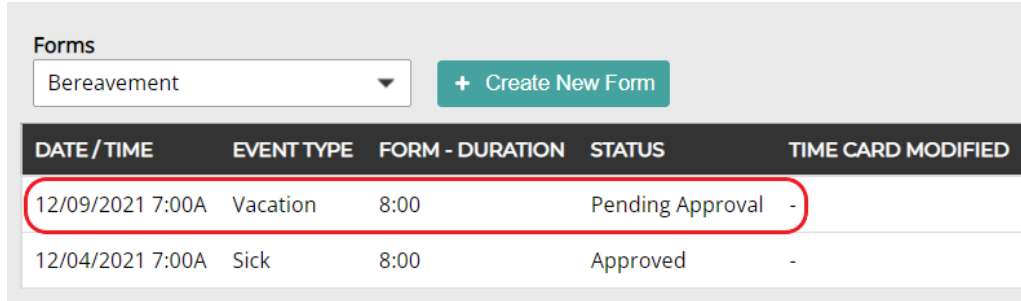
Submit

This form has been modified.

Cancel Changes

Figure 2. Vacation Request Form

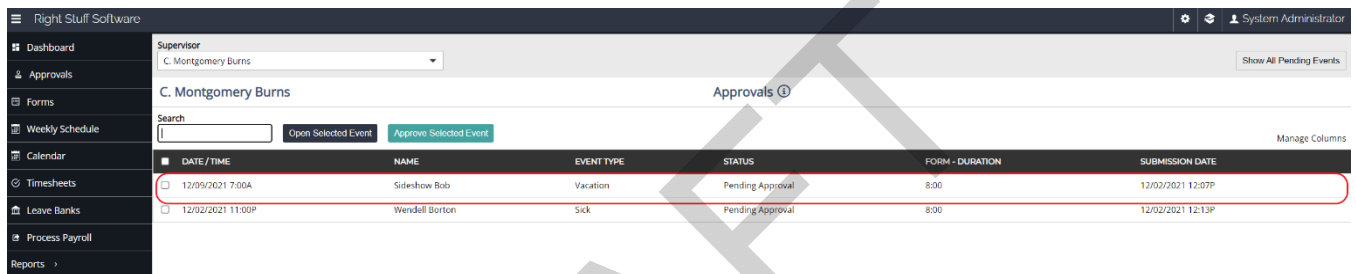
Step 3: The employee's request is pending approval by a supervisor.



| DATE / TIME      | EVENT TYPE | FORM - DURATION | STATUS           | TIME CARD MODIFIED |
|------------------|------------|-----------------|------------------|--------------------|
| 12/09/2021 7:00A | Vacation   | 8:00            | Pending Approval | -                  |
| 12/04/2021 7:00A | Sick       | 8:00            | Approved         | -                  |

**Figure 3. Request Pending Approval**

Step 4: The supervisor is provided a notification to approve the request.



| DATE / TIME       | NAME           | EVENT TYPE | STATUS           | FORM - DURATION | SUBMISSION DATE   |
|-------------------|----------------|------------|------------------|-----------------|-------------------|
| 12/09/2021 7:00A  | Sideshow Bob   | Vacation   | Pending Approval | 8:00            | 12/03/2021 12:07P |
| 12/02/2021 11:00P | Wendell Borton | Sick       | Pending Approval | 8:00            | 12/02/2021 12:13P |

**Figure 4. Pending Approval Notification to Supervisor**

Step 5: The supervisor approves or disapproves the request.

[View Change Log](#)

Vacation ⓘ

X

Form is locked. Clear all signatures to edit.

**Name:**  
Bob, Sideshow

**Employee #:**  
02198-02

**Job:**  
NA

☐ All Day Event

☒ Enter Duration ☐ Enter End Date

**Start Date**  
12-09-2021

**Start Time**  
7:00 AM

**Duration**  
8:00

**End Date**  
12-09-2021

**End Time**  
3:00 PM

☐ FMLA

☒ Verify Leave Balance

☐ Cancel Request

**Signatures**

Supervisor

System Administrator

12/2/2021

☒ Approved ☐ Disapproved

Clear

**Remarks**

Add Remark

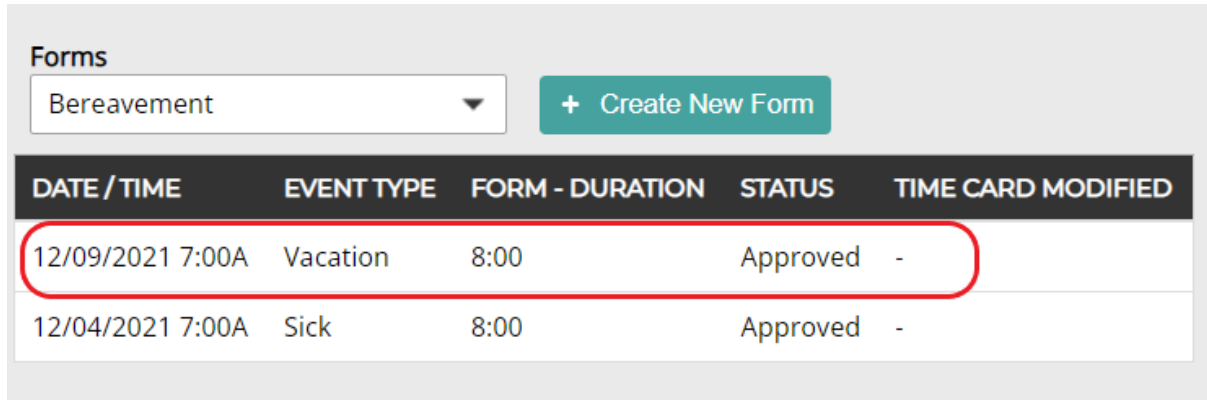
Submit

This form has been modified.

Cancel Changes

Figure 5. Supervisor Approval

Step 6 – The requesting employee is notified of the approval.



The screenshot shows a web application interface. At the top, there is a section titled "Forms" with a dropdown menu currently set to "Bereavement" and a green button labeled "+ Create New Form". Below this is a table with five columns: "DATE / TIME", "EVENT TYPE", "FORM - DURATION", "STATUS", and "TIME CARD MODIFIED". The table contains two rows of data. The first row, representing a vacation request, is highlighted with a red border. The second row represents a sick day request.

| DATE / TIME      | EVENT TYPE | FORM - DURATION | STATUS   | TIME CARD MODIFIED |
|------------------|------------|-----------------|----------|--------------------|
| 12/09/2021 7:00A | Vacation   | 8:00            | Approved | -                  |
| 12/04/2021 7:00A | Sick       | 8:00            | Approved | -                  |

**Figure 6. Approval Notification to Employee**

View

Modify

Schedule Group

Date

Default

Employee

Police Patrol

12-09-2021

←

→

Today

Add Note

Schedule ①

12/05/2021 - 12/11/2021

|                                   | Sunday 12/05 | Monday 12/06 | Tuesday 12/07 | Wednesday 12/08 | Thursday 12/09 | Friday 12/10 | Saturday 12/11 |
|-----------------------------------|--------------|--------------|---------------|-----------------|----------------|--------------|----------------|
| <b>Sideshow Bob</b><br>Week:40:00 | 7A-3P        | OFF          | OFF           | 7A-3P           | 7A-3P VA 8:00  | 7A-3P        | 7A-3P          |
| <b>Lou Dodd</b><br>Week:40:00     | 7A-3P        | 7A-3P        | OFF           | OFF             | 7A-3P          | 7A-3P        | 7A-3P          |
| <b>Ruth Powers</b><br>Week:40:00  | OFF          | OFF          | 7A-3P         | 7A-3P           | 7A-3P          | 7A-3P        | 7A-3P          |

|                      | Date       | Start | End   | Vacation | Sick |
|----------------------|------------|-------|-------|----------|------|
| Sat                  | 12/4/2021  | 7:00A | 3:00P |          | 8    |
| Sun                  | 12/5/2021  | 7:00A | 3:00P |          |      |
| Mon                  | 12/6/2021  |       |       |          |      |
| Tue                  | 12/7/2021  |       |       |          |      |
| Wed                  | 12/8/2021  | 7:00A | 3:00P |          |      |
| Thu                  | 12/9/2021  | 7:00A | 3:00P | 8        |      |
| Fri                  | 12/10/2021 | 7:00A | 3:00P |          |      |
| <b>Week Totals</b>   |            |       |       | 8        | 8    |
| Sat                  | 12/11/2021 | 7:00A | 3:00P |          |      |
| Sun                  | 12/12/2021 |       |       |          |      |
| Mon                  | 12/13/2021 |       |       |          |      |
| Tue                  | 12/14/2021 | 7:00A | 3:00P |          |      |
| Wed                  | 12/15/2021 | 7:00A | 3:00P |          |      |
| Thu                  | 12/16/2021 | 7:00A | 3:00P |          |      |
| Fri                  | 12/17/2021 | 7:00A | 3:00P |          |      |
| <b>Week Totals</b>   |            |       |       | 0        | 0    |
| <b>Period Totals</b> |            |       |       | 8        | 8    |

Employee

Police - Patrol

Bob, Sideshow

☐ All Employees

Date

12-02-2021

☐ Include Inactive

Sideshow Bob

Leave Bank 

Click on the table row to view details for that bank.

| BANK              | BALANCE 12/2/2021 |
|-------------------|-------------------|
| Vacation          | 126.2             |
| Sick              | 184.7             |
| Personal Business | 16.5              |

Summary values represented at start of day prior to leave taken

Vacation

| DATE       | TRANSACTION | BALANCE | TIMESHEET STATUS | NOTES                               |
|------------|-------------|---------|------------------|-------------------------------------|
| 4/25/2020  | 24.2        | 24.2    | Baseline         |                                     |
| 7/1/2021   | 110         | 134.2   | Approved         | Accrual: 20 * 5.5 = 110             |
| 11/20/2021 | -8          | 126.2   | Approved         |                                     |
| 12/2/2021  | 0           | 126.2   | -                | Current balance as of this morning. |
| 12/2/2021  | -8          | 118.2   | Approved         |                                     |
| 12/9/2021  | -8          | 110.2   | Pending          |                                     |

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### 1.4.1.3 Duty Roster

**Daily Assignment:** Employees, supervisors, and other staff can monitor daily assignment and modify as necessary based on sick leave, vacation, etc. The roster is updated based on the use of the forms.

| ← Previous Day |  | 1/31/2011 |    |    |     |     |     |    |    |    |    |    |    |    |    |    |     |     |     |    |    |    |    |    |    | Next Day → |  |
|----------------|--|-----------|----|----|-----|-----|-----|----|----|----|----|----|----|----|----|----|-----|-----|-----|----|----|----|----|----|----|------------|--|
|                |  | 7A        | 8A | 9A | 10A | 11A | 12P | 1P | 2P | 3P | 4P | 5P | 6P | 7P | 8P | 9P | 10P | 11P | 12A | 1A | 2A | 3A | 4A | 5A | 6A |            |  |
| Station 1      |  | 5         | 5  | 5  | 5   | 5   | 5   | 5  | 5  | 5  | 5  | 5  | 5  | 5  | 5  | 5  | 5   | 5   | 5   | 5  | 5  | 5  | 5  | 5  | 5  |            |  |
| Station 2      |  | 3         | 3  | 3  | 3   | 3   | 3   | 3  | 3  | 3  | 3  | 3  | 3  | 3  | 3  | 3  | 3   | 3   | 3   | 3  | 3  | 3  | 3  | 3  | 3  |            |  |
| Station 3      |  | 3         | 3  | 3  | 3   | 3   | 3   | 3  | 3  | 3  | 3  | 3  | 3  | 3  | 3  | 3  | 3   | 3   | 3   | 3  | 3  | 3  | 3  | 3  | 3  |            |  |
| Station 4      |  | 5         | 5  | 5  | 5   | 5   | 5   | 5  | 5  | 5  | 5  | 5  | 5  | 6  | 6  | 6  | 6   | 6   | 6   | 6  | 6  | 6  | 6  | 6  | 6  |            |  |

| Roster 1/31/2011 7 AM - 7 AM Station 3 |          |
|----------------------------------------|----------|
| Station 3 7 AM - 7 AM                  |          |
| Lt. Michael Froelich                   | Day Off  |
| Lt. Michael Szafarowicz                | Assigned |
| Lt. Chad Morris                        | Day Off  |
| Hatfield, David                        | Day Off  |
| Crosby, James                          | Assigned |
| Fritz, Jeremy                          | Day Off  |
| Detmer, Terry                          | Day Off  |
| Ries, Andrew                           | Assigned |
| Miller, Patrick                        | Day Off  |
| Weldon, Justin                         | Day Off  |
| Wolfe, James                           | Day Off  |
| Walters, Todd                          | Kelly    |

Figure 10. Daily Assignments

#### **1.4.1.4 Time Record Collection**

**Time Tracking Solutions:** Precinct Manager has multiple techniques for tracking time based on the type of employee. There are three modes of operation:

1. By Exception – By Exception is popular because it requires the least amount of input. Based on a set schedule, the employee will be paid regular hours for all scheduled hours, unless a form is provided (an exception) to specify otherwise. This method is recommended for salaried employees as well as Police, Fire and other regularly scheduled employees.
2. Daily Time Reporting – In certain situations, it may be preferable for employees to fill out a daily time slip. With daily forms, the employee provides a start and end time for each workday. This is useful in part-time or variable hour situations when the schedule is not predictable. This method is a way to collect time on a daily basis, without the “strict” time tracking offered by the Time Clock method.
3. Time Clocks – This method is a basic clock in/clock out model, where the time clock is a feature of the application. Time cards can be created within the application without hardware through the web interface, but the preferred method is to use a Right Stuff provided time clock device which consists of a small touch screen along with a fingerprint reader. The device can also read key fobs or cards in the event that fingerprints are not used. The device can be run over a wireless network, but for the best results a wired network is recommended. Installation will be performed by your maintenance staff if necessary.

You can mix and match the methods within your staff.

### 1.4.1.5 Scheduling

**Managing Vacancies:** Precinct Manager allows supervisors to manage vacancies by editing the schedule. Scheduling within the system is based on using pre-defined schedules as a baseline, then overlaying temporary schedules and overtime.

Assignments are created for all positions to allow for the creation and maintenance of the schedule. The schedule can be reviewed by all employees, or restricted so an employee may only see their immediate group.

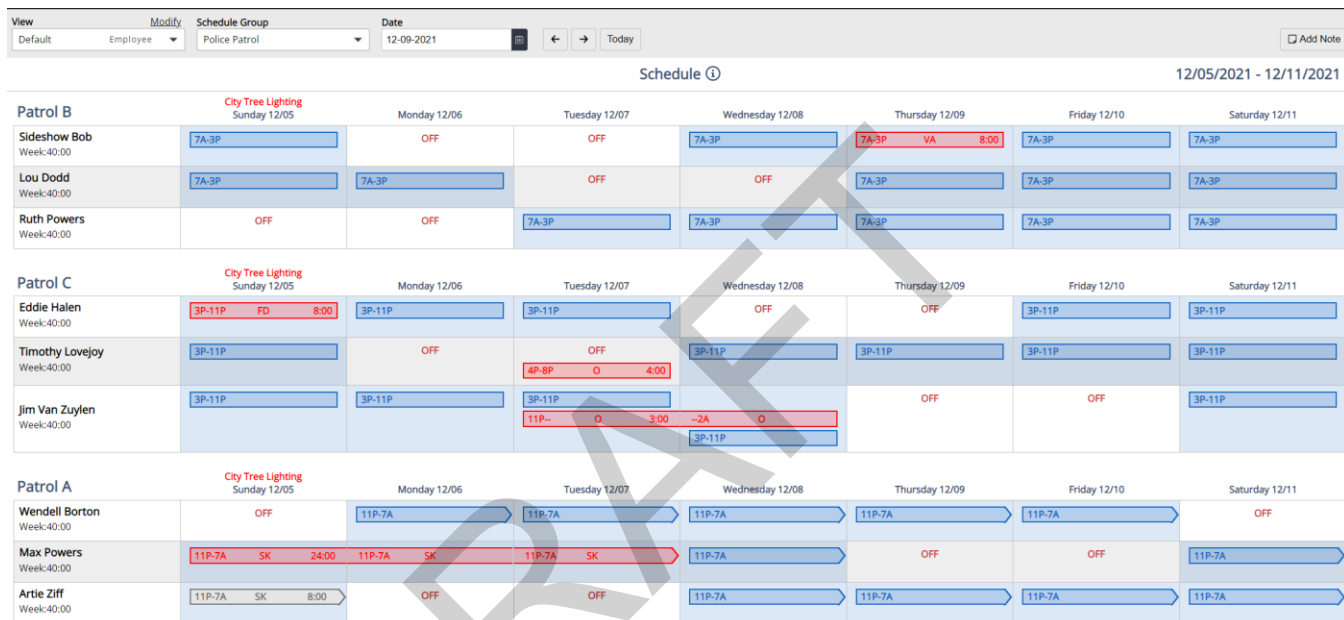


Figure 11. Group Schedule

### 1.4.1.6 Personal Schedule

A detailed calendar view is available. This is for individual planning purposes.

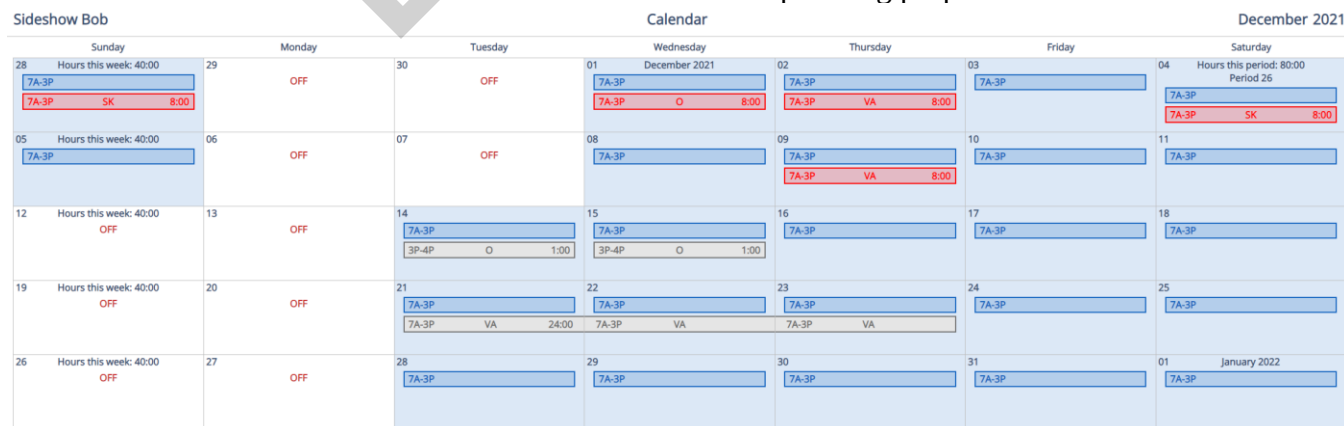


Figure 12. Employee Monthly Schedule

#### **1.4.1.7 Security**

**Application Security:** Each of the functions of the Precinct Manager system (Employee, Supervisor, etc.) is confined within an application, or “console.” These consoles are locked down on a per-user basis – only people granted access to Supervisor can access Supervisor. Consoles are designed to isolate functionality and provide access based on particular permissions provided to the user.

**User Roles:** Each user can be configured to have different privileges or roles within each console. Roles are typically used to enforce limitations to various features of the system and read and write privileges of the schedule, forms, timesheets, and leave banks.

Security can be set up on the application at the web site level. User authentication can be handled by usernames/passwords within the application or integrate with your Microsoft Windows network and use its authentication system. Local IT requirements will be implemented as required.

DRAFT

## 1.5 Hardware and Software Requirements

### 1.5.1 Software Requirements

#### **Workstation**

Because Precinct Manager is a browser-based software application, there is no need to install any product on the client desktop. It is currently required that the workstations have Microsoft Edge or Chrome installed as a supported browser.

Precinct Manager is built to scale to allow you to add a significant amount of users without impacting performance. Bandwidth needs are minimal because the sizes of transaction data are extremely small.

#### **Hosting**

We offer a hosted environment for our software, but if you prefer, you can host the software on-premises. If you choose to host the software, Precinct Manager requires the following software to be installed:

- Windows 2012 or greater server – only one license is required even if failover architecture is deployed
- Microsoft SQL Server 2008 R2, 2012 or greater – An unlimited-user license is required
- Internet Information Service (IIS)
- .NET runtime v4.7

No third-party tools or components are used within Precinct Manager for ease of continued maintenance. We will work with your IT department to determine licensing needs for Microsoft components if required.

### 1.5.2 Hardware Requirements

Any server able to run Windows Server 2012 or greater can run Precinct Manager – virtualized or physical. We will work with your IT department to ensure our software is running on a platform that will meet your needs.

Right Stuff will provide a hosting environment for this project.

#### **Remote Access:**

In order to provide necessary technical support for this system, including any applicable timeclocks, remote access is required. Due to the need to release software and updates during non-peak hours of system usage, this access must be as open as possible while meeting the security needs of the city. All security procedures will be adhered to during any remote activity.

## 1.6 Implementation Plan

To deliver a high-quality professional solution, multiple meetings with your team leaders are required. Work will be performed in a remote capacity. Typical tasks that are required for the implementation are as follows:

- Initial evaluation
- Project scoping
- Server hardware setup and configuration
- Review product options
- Organize user groups by bureau
- Tailor rosters by bureau
- Setup shift cycles for all users
- Load system with user personnel information
- Set up assignments based on a numbering scheme
- Evaluate labor contracts that are in use, configure appropriate rules
- Select forms to be used, approval levels and routing options
- Determine payroll data format, produce required output
- Provide project management, status reporting
- Perform quality assurance testing
- Provide user training – train the trainer
- Produce any additional documentation

For a successful rollout of the system, the following Project Schedule is suggested:

| City of Huber Heights Precinct Manager<br>Sample Implementation Schedule * |                                                                                                                                                                                                          | Week<br>1 | Week<br>2 | Week<br>3 | Week<br>4 | Week<br>5 | Week<br>6 | Week<br>7 | Week<br>8 | Week<br>9 | Week<br>10 | Week<br>11 | Week<br>12 | Week<br>13 | Week<br>14 | Week<br>15 | Week<br>16 &<br>Beyond |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|------------|------------|------------|------------------------|
| Project Kick-off                                                           | Initial Kick-off Call with Right Stuff & Huber Heights<br>Identification of Core Implementation Team at Huber Heights<br>Discuss Information Requests<br>Information Requests Submitted by Huber Heights | X         | X         |           |           |           |           |           |           |           |            |            |            |            |            |            |                        |
| System Design & Build                                                      | Right Stuff developers build system<br>Employee data imported by Right Stuff<br>Shift Cycles and Schedule Patterns Setup<br>Initial Testing performed by Right Stuff                                     |           |           | X         | X         | X         | X         |           |           |           |            |            |            |            |            |            |                        |
| Hardware Install                                                           | Timeclocks are installed by Huber Heights                                                                                                                                                                |           |           | X         |           |           |           |           |           |           |            |            |            |            |            |            |                        |
| Initial Release of Software                                                | User Training<br>Go Live - System is rolled out to end users                                                                                                                                             |           |           |           |           |           |           | X         | X         |           |            |            |            |            |            |            |                        |
| Communication                                                              | Ongoing weekly calls with Right Stuff and Core Team to ask questions, report issues and discuss changes                                                                                                  |           |           |           |           |           |           | X         | X         | X         | X          | X          | X          | X          | X          |            | X                      |
| Dual Process                                                               | Huber Heights is using Precinct Manager while still using old system<br>Payroll Audit 1 - Analyze any variances between systems                                                                          |           |           |           |           |           |           |           |           | X         | X          |            |            |            |            |            |                        |
| Dual Process                                                               | Huber Heights is using Precinct Manager while still using old system<br>Payroll Audit 2 - Analyze any variances between systems                                                                          |           |           |           |           |           |           |           |           |           |            | X          | X          |            |            |            |                        |
| Data Import                                                                | Import leave bank balances                                                                                                                                                                               |           |           |           |           |           |           |           |           |           |            |            |            | X          |            |            |                        |
| Audit                                                                      | Audit leave bank balances                                                                                                                                                                                |           |           |           |           |           |           |           |           |           |            |            |            | X          | X          |            |                        |
| Data Import                                                                | Right Stuff works with Payroll provider to develop import file                                                                                                                                           |           |           |           |           |           |           |           |           |           |            | X          |            |            |            |            |                        |
| Dual Process                                                               | Huber Heights is using Precinct Manager while still using old system<br>Payroll Audit 3 - Analyze any variances between systems                                                                          |           |           |           |           |           |           |           |           |           |            |            |            | X          | X          |            |                        |
| Import                                                                     | Testing import into payroll software                                                                                                                                                                     |           |           |           |           |           |           |           |           |           |            |            |            |            | X          | X          |                        |
| Fully Implemented                                                          | Precinct Manager is now the only system used<br>Right Stuff available as needed for calls to tweak and refine system implementation                                                                      |           |           |           |           |           |           |           |           |           |            |            |            |            |            | X          | X                      |
| 3rd Party Integrations                                                     | Integrations with 3rd parties are discussed and designed                                                                                                                                                 |           |           |           |           |           |           |           |           |           |            |            |            |            |            |            | X                      |

\*This schedule assumes that employees actively begin using the system when it is turned on for the City to ensure accurate data is captured for each audit period.

Training will be provided remotely in a train-the-trainer setting. This training will be provided in 1-to-2-hour sessions as needed for the various groups. Additionally, training videos are provided for all users with the software.

## 1.7 Costs

### Initial Set-up, Licensing, Technical Support, and Maintenance:

The pricing of this project is based on an estimate of the consulting hours required to setup the system for the City of Huber Heights. Pricing includes consulting, custom installation, setup, training, support, and maintenance. Based on our initial discussions, the customizations that are required to setup the software for your scheduling and timekeeping needs are included in the initial price outlined below. This fee includes 160 hours of consulting time to tailor the product to your environment. Most of this time is spent testing out the payroll accuracy for your rule sets. If significant additional customization or consulting is requested or required above the amount estimated, the time will be billed at a rate of \$150 per hour. Any work requiring additional billings will be agreed upon prior to commencing.

The licensing fee for the product is based upon the number of employees using the system, the complexity of the installation and the custom features selected. Pricing for the system is as follows for up to 250 full-time users and 140 part-time users:

#### City Wide Project

|                                           |          |                                                 |
|-------------------------------------------|----------|-------------------------------------------------|
| Consulting, Installation, Training .....  | \$38,600 | initial setup, invoiced ratably over 5 years    |
| Licensing and Support (Months 1-36).....  | \$3,350  | per month for up to 250 FT users & 140 PT users |
| Licensing and Support (Months 37-60)..... | \$3,600  | per month for up to 250 FT users & 140 PT users |
| Off-Site Hosting (Months 1-36).....       | \$400    | per month for up to 250 FT users & 140 PT users |
| Off-Site Hosting (Months 37-60).....      | \$425    | per month for up to 250 FT users & 140 PT users |

#### Additional Optional Features

|                                                                   |          |                                                 |
|-------------------------------------------------------------------|----------|-------------------------------------------------|
| Windows 10 Biometric Time Clock Device.....                       | \$2,500  | per unit one-time fee                           |
| Additional Implementation Phase.....                              | \$5,000  | per additional phase                            |
| Overtime Call-Out Feature with Auto-dialer (Months 1-36).....     | \$250    | per month, per department rule-set              |
| Overtime Call-Out Feature with Auto-dialer (Months 37-60).....    | \$267    | per month, per department rule-set              |
| Customization Functions per Proposal Response dated 10/11/2024... | \$2,500* | Initial setup, one-time fee                     |
| Customization Functions Support (Months 1-36).....                | \$500*   | per month for up to 250 FT users & 140 PT users |
| Customization Functions Support (Months 37-60).....               | \$517*   | per month for up to 250 FT users & 140 PT users |

\*The customization functions are identified in Exhibit B Technical and Functional requirements of the Project Proposal provided by Right Stuff Software on October 11, 2024. These fees represent our best estimate of the time required to develop these customizations. Any work requiring additional billings will be agreed upon prior to commencing.

No additional fees will be incurred to develop a short-term interface with the city's current payroll provider, CMI.

The table below shows a summary of fees by year for the initial contract term.

| <b>Required Features</b>                                             | <b>2025*</b>                                                                            | <b>2026</b>   | <b>2027</b>   | <b>2028</b>   | <b>2029</b>   | <b>2030**</b> | <b>Total</b>   |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Consulting, Installation, Training                                   | 7,720                                                                                   | 7,720         | 7,720         | 7,720         | 7,720         | -             | 38,600         |
| Licensing & Support                                                  | 26,800                                                                                  | 40,200        | 40,200        | 42,200        | 43,200        | 45,200        | 237,800        |
| Off-site Hosting                                                     | 4,000                                                                                   | 4,800         | 4,800         | 5,050         | 5,100         | 5,300         | 29,050         |
| <b>Required Subtotal</b>                                             | <b>38,520</b>                                                                           | <b>52,720</b> | <b>52,720</b> | <b>54,970</b> | <b>56,020</b> | <b>50,500</b> | <b>305,450</b> |
| <b>Optional Features</b>                                             |                                                                                         |               |               |               |               |               |                |
| Biometric Time Clock Device                                          | <i>At this time it is anticipated that no time clock devices will be purchased.</i>     |               |               |               |               |               |                |
| Additional Implementation Phase Fee                                  | <i>At this time it is anticipated that there will only be one implementation phase.</i> |               |               |               |               |               |                |
| Over-time Call-out Feature - Assumed 1 Group, feature Go Live 8/2025 | 1,250                                                                                   | 3,000         | 3,000         | 3,085         | 3,204         | 3,388         | 16,927         |
| Customization Functions Setup - Assumed start in 2026 ***            | -                                                                                       | 2,500         | -             | -             | -             | -             | 2,500          |
| Customization Functions Support - Assumed Feature Go Live 3/2026 *** | -                                                                                       | 5,000         | 6,000         | 6,000         | 6,170         | 6,668         | 29,838         |
| <b>Optional Subtotal</b>                                             | <b>1,250</b>                                                                            | <b>10,500</b> | <b>9,000</b>  | <b>9,085</b>  | <b>9,374</b>  | <b>10,056</b> | <b>49,265</b>  |
| <b>Grand Total</b>                                                   | <b>39,770</b>                                                                           | <b>63,220</b> | <b>61,720</b> | <b>64,055</b> | <b>65,394</b> | <b>60,556</b> | <b>354,715</b> |

\* Assume implementation kick-off in March, GoLive in April

\*\* 2030 fees capture the remaining months of the contract initial contract and an assumed inflationary adjustment for the renewal term covering the remainder of the calendar year.

\*\*\* The customization functions are identified in Exhibit B Technical and Functional requirements of the Project Proposal provided by Right Stuff Software on October 11, 2024. These fees represent our best estimate of the time required to develop these customizations. Any work requiring additional billings will be agreed upon prior to commencing.

The initial contract is a sixty (60) months term. Licensing fees will begin in the calendar month following the Go Live Date and are billed annually (or quarterly, if requested).

Licensing includes technical support and product maintenance. Licensing includes business hour email and phone support. This support includes system setup changes that can occur with periodic assignment changes and general personnel setup alterations. In our experience, it is very rare for a Licensee to require more than 40 hours of support time in a month. However, should excessive support time be required, additional billings will apply. Once the Licensee has signed off on the initial functionality of the software, for time spent on any requested changes plus the total of all technical support incidents exceeding 40 hours in a month, a fee of \$150 per excess hour will be charged to cover this effort. A notification email will be sent to the Licensee if this limit is to be exceeded.

Licensing also includes year-end activities, which can include holiday generation and leave bank adjustments. This fee also entitles the City of Huber Heights to obtain software updates to the Precinct Manager product as they become available. Also, if the employee contract rules change, Right Stuff will alter the configuration as needed and make any minor software modifications, if necessary, free of charge for changes that require less than 40 hours to implement. If the changes require more than 40 hours to implement, any hours exceeding 40 will be billed at a rate of \$150 per hour. Any work requiring additional billings will be agreed upon prior to commencing.

**Payment Terms:**

The initial setup fee will be invoiced over the 5-year initial contract term. Monthly license fees begin in the month following the Go Live Date. All payments are to be made in U.S. dollars, payable net 60.

**Time Clock Options:**

At this time, it has not been determined if time clocks will be used and for which groups.

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR FIVE-YEARS WITH RIGHT STUFF SOFTWARE CORPORATION FOR A TIMEKEEPING SYSTEM TO IMPROVE OPERATIONAL EFFICIENCY.

WHEREAS, the City Council approved the engagement of Crowe, LLP on October 25, 2023 to develop a Request For Proposals (RFP) for the purpose of acquiring a financial software and time keeping solution; and

WHEREAS, the RFP process is designed to ensure a thorough and transparent selection of a software solution that best meets the needs of the City; and

WHEREAS, the Selection Team worked with Crowe, LLP to identify the City's needs and evaluate solutions that will enhance operational efficiency, streamline financial management, and improve workforce timekeeping processes; and

WHEREAS, the following timeline has been established for the RFP process:

1. RFP Released: September 12, 2024
2. Pre-Bid Meeting: September 24, 2024
3. RFP Closed: October 11, 2024
4. Software Demonstrations: October 12-23, 2024
5. Implementation Interviews: December 16, 2024
6. Reference Calls conducted: December 12, 2024 – January 3, 2025
7. Selection Team Final Selection Meeting: January 7, 2025
8. Right Stuff Initial Negotiations Meeting: January 10, 2025.

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

Section 1. The City Manager and the Law Director are authorized to complete the agreement with Right Stuff Software Corporation for the purpose of acquiring a financial software and time keeping solution.

Section 2. The City Manager is authorized to enter into a contract with Right Stuff Software Corporation for an amount not to exceed \$360,000.00 over a five-year period.

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 \_\_\_\_\_, 2025;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AI-10627**

**Topics Of Discussion** E.

**Council Work Session**

**Meeting Date:** 02/04/2025

CRA #3 - Amendment

**Submitted By:** Aaron Sorrell

**Department:** Assistant City Manager - Public Services

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 02/04/2025

**Audio-Visual Needs:** None **Legal Review:** Completed

**Emergency Legislation?:** No **Motion/Ordinance/  
Resolution No.:**

---

**Agenda Item Description or Legislation Title**

CRA #3 - Amendment

**Purpose and Background**

This legislation modifies CRA #3 to provide 100% exemptions for various years depending on the type of improvement, up from the current 50% exemption. This modification raises the exemption amounts to levels that are similar to the other CRA districts within the City. The legislation also expands the district to contiguous areas where future redevelopment may occur. This amendment is the last amendment allowed to maintain the CRA's pre-1994 status.

---

**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. 2025-R-

AMENDING EXEMPTIONS FROM REAL ESTATE TAXATION FOR  
IMPROVEMENTS TO REAL PROPERTY WITHIN THE PRE-1994 COMMUNITY  
REINVESTMENT AREA NO. 3.

WHEREAS, Community Reinvestment Area No. 3 (“CRA No. 3”) was established as a Pre-1994 Community Reinvestment Area pursuant to Ohio Revised Code Sections 3735.65-3735.85, by Resolution No. 89-R-731 on May 1, 1989; and

WHEREAS, the boundaries of CRA No. 3 were amended and expanded by Resolution No. 2003-R-4060 on October 27, 2003, to include additional contiguous properties; and

WHEREAS the City now seeks to further amend and expand the exemptions from real estate taxation to incentivize reinvestment and development along key corridors; and

WHEREAS, this amendment represents the City’s second amendment to CRA No. 3, and pursuant to Ohio Revised Code Section 3735.661, CRA No. 3 retains its classification as a Pre-1994 Community Reinvestment Area until such time it is amended for a third time.

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

Section 1. The boundaries of CRA No. 3 are hereby amended as depicted in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 2. Exemptions from real estate taxation for improvements to real property within CRA No. 3, as authorized under Section 3735.67 of the Ohio Revised Code, are hereby granted as follows:

- a) A one hundred percent (100%) exemption from real estate taxation for a period of ten (10) years for the residential remodeling of any dwelling containing not more than two units, and upon which the cost of remodeling is at least two thousand five hundred dollars, as specified by division (D)(1) of Section 3735.67 of the Ohio Revised Code.
- b) A one hundred percent (100%) exemption from real estate taxation for a period of twelve (12) years for the remodeling of any commercial or industrial property, or any residential dwelling containing more than two units, and upon which the cost of remodeling is at least five thousand dollars, as specified by division (D)(2) of Section 3735.67 of the Ohio Revised Code.
- c) A one hundred percent (100%) exemption from real estate taxation for a period of fifteen (15) years for any new commercial or industrial construction, or new residential construction, as specified by division (D)(3) of Section 3735.67 of the Ohio Revised Code.

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 \_\_\_\_\_, 2025;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

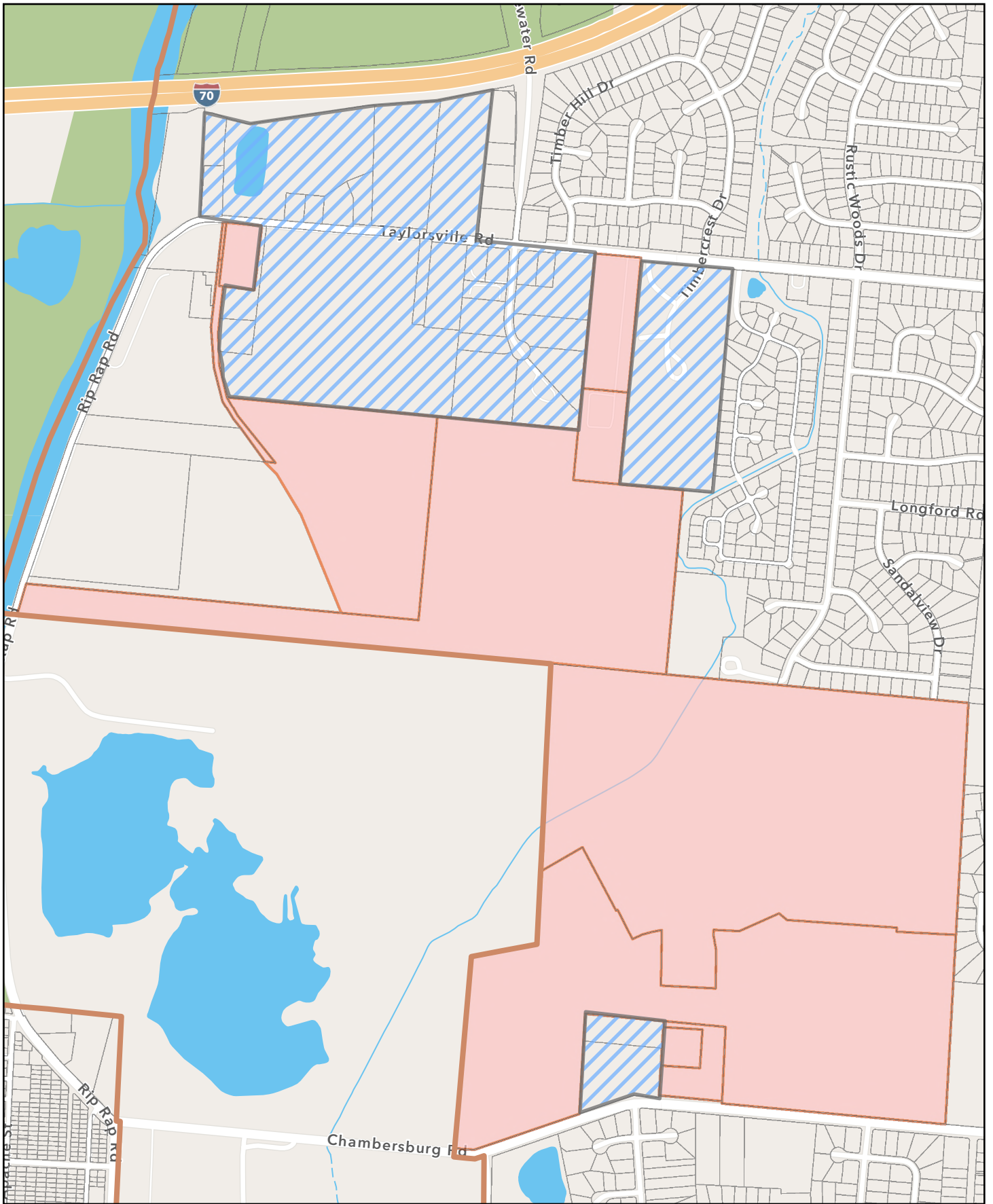
AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Exhibit A: CRA #3 Modification and Expansion

 CRA 3 Expansion     CRA Properties

N  
February 10, 2025

**AI-10626**

**Topics Of Discussion** F.

**Council Work Session**

**Meeting Date:** 02/04/2025

Economic Development Plan - Canal Heights

**Submitted By:** Aaron Sorrell

**Department:** Assistant City Manager - Public Services

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 02/04/2025

**Audio-Visual Needs:** None **Legal Review:** In Process

**Emergency Legislation?:** No **Motion/Ordinance/  
Resolution No.:**

---

**Agenda Item Description or Legislation Title**

Economic Development Plan - Canal Heights

**Purpose and Background**

The purpose of this Economic Development Plan (the "Plan") is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving the proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the district. This Plan has been developed to continue the efficient and effective development of the City of Huber Heights, Ohio (the "City").

This Plan relates to the proposed development of a 283 single-family home residential development within the City on approximately 171 acres, known as Canal Heights (the "Project"). The proposed development is located north of Chambersburg Road at the City's western border. The City has determined that the construction of the Project would be beneficial to the City by increasing housing opportunities for current and future residents while enhancing the quality of life for the general public.

---

**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**

Engineer Certification

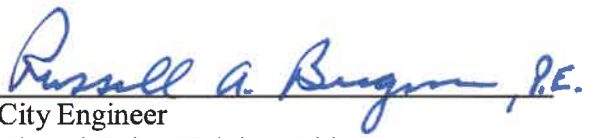
Ordinance

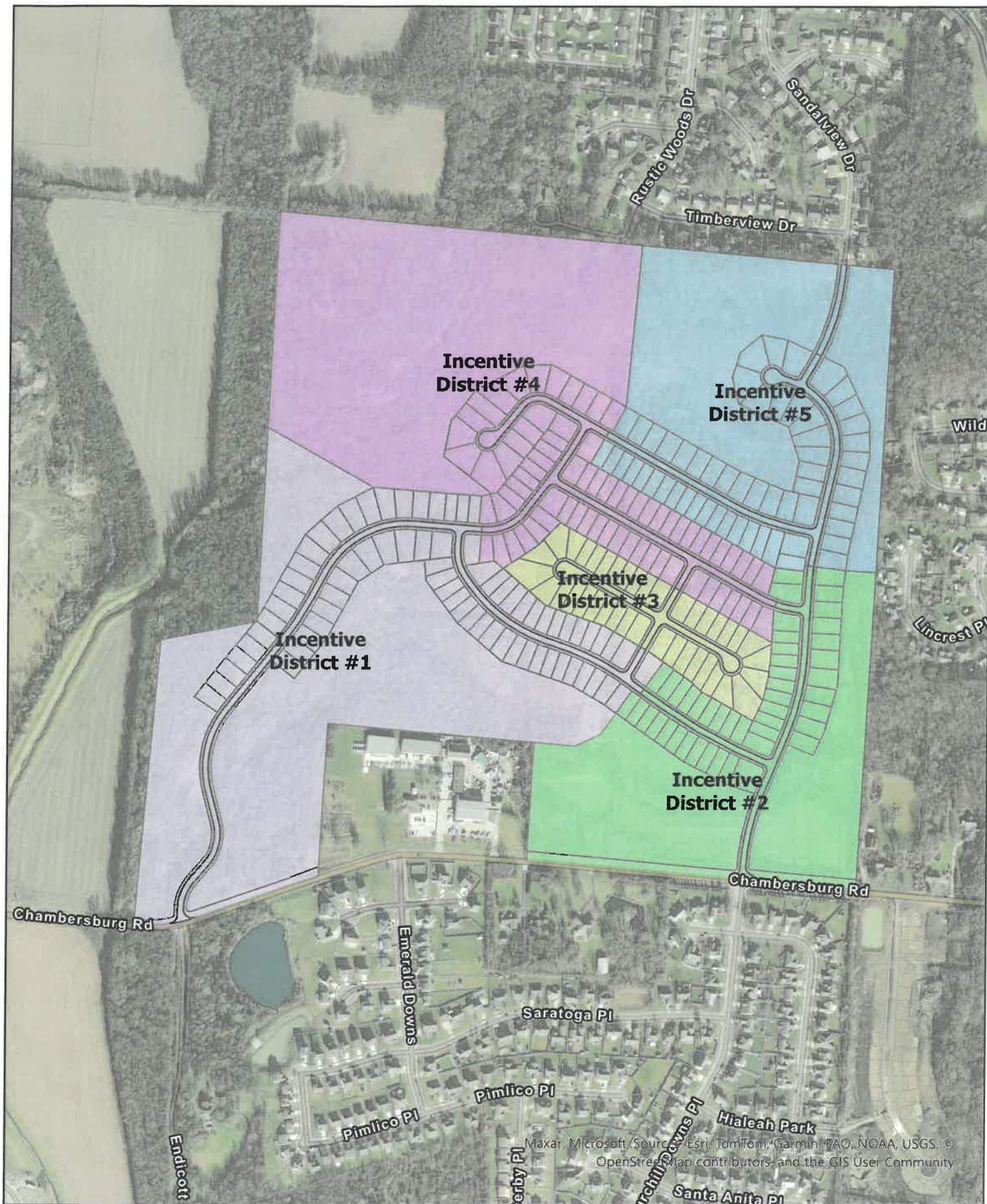
Exhibit A

---

CERTIFICATE OF CITY ENGINEER  
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the incentive districts shown on the attached maps intends to develop a residential subdivision with up to 283 single-family homes within the City in order to increase available housing options within the City. The incentive districts shown on the attached maps are less than 300 acres in size and have a continuous boundary. The Overlays, as defined in Ohio Revised Code Section 5709.40(A)(6) and shown on the attached maps, are less than 300 acres in size and are square or a rectangle having two sides that are not more than twice the length of the smaller sides. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the incentive districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plan for the districts:

  
City Engineer  
City of Huber Heights, Ohio



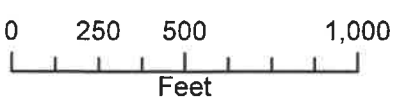
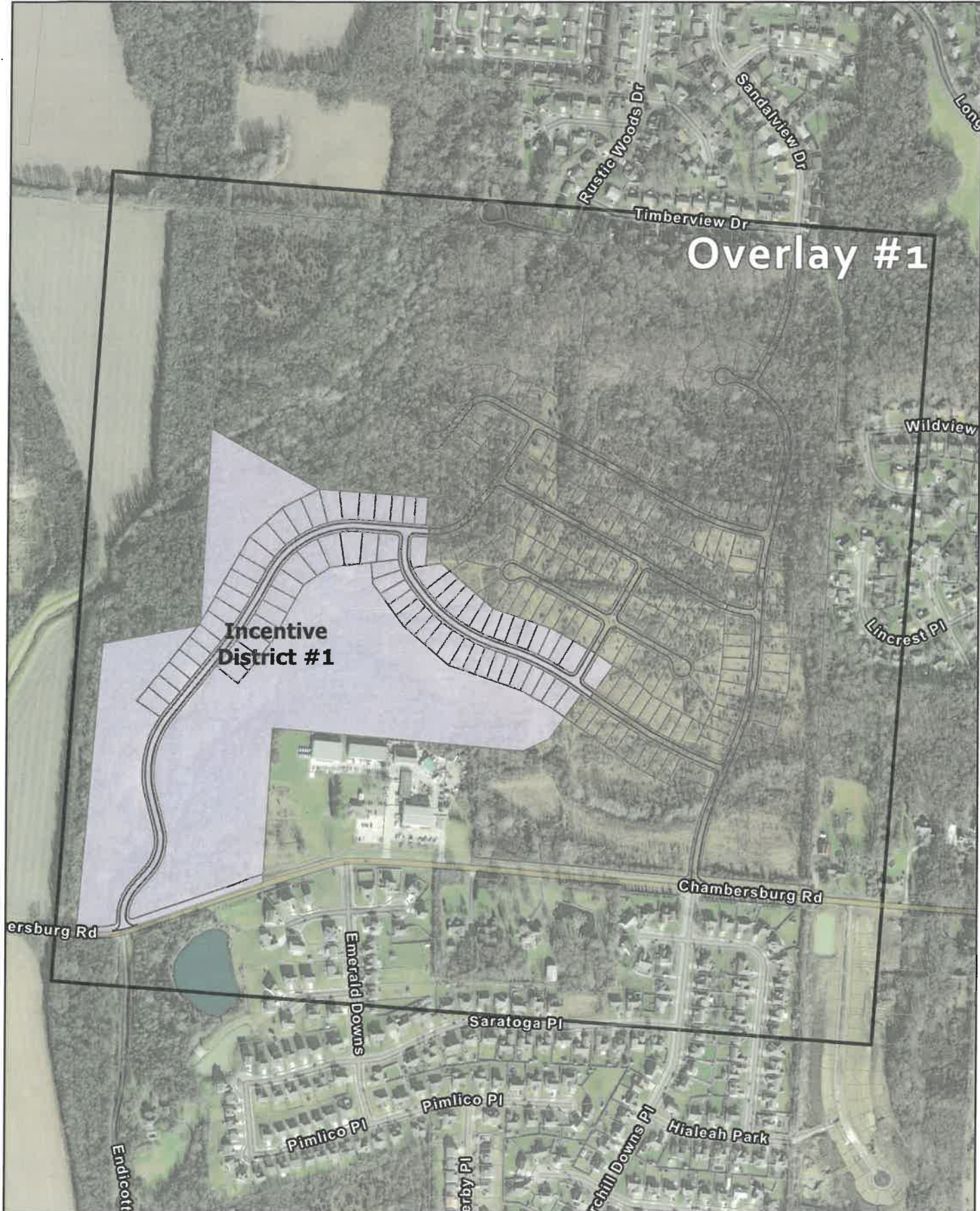
Canal Heights Incentive Districts - Overview

0 250 500 1,000  
Feet



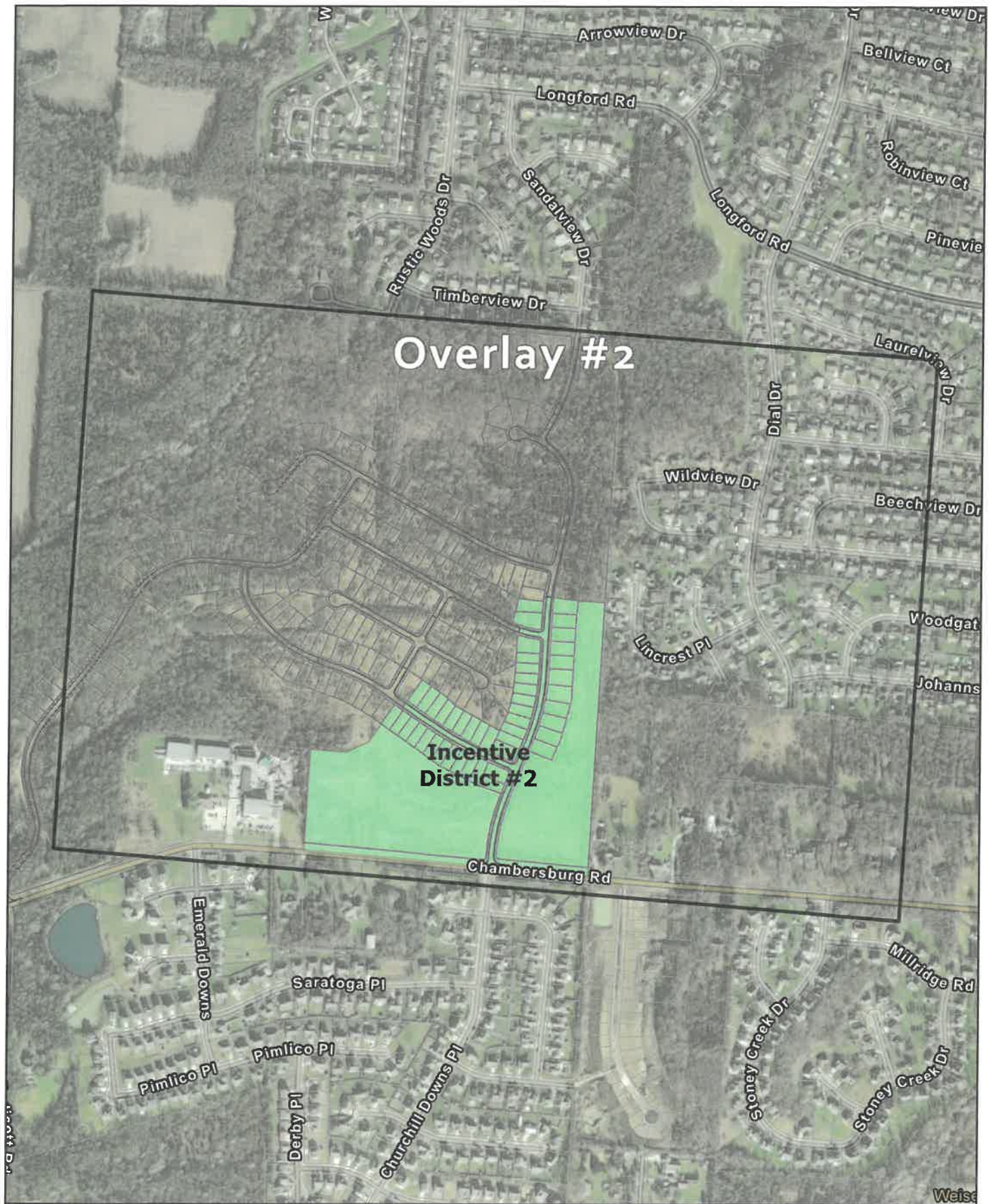
# Overlay #1

## Incentive District #1

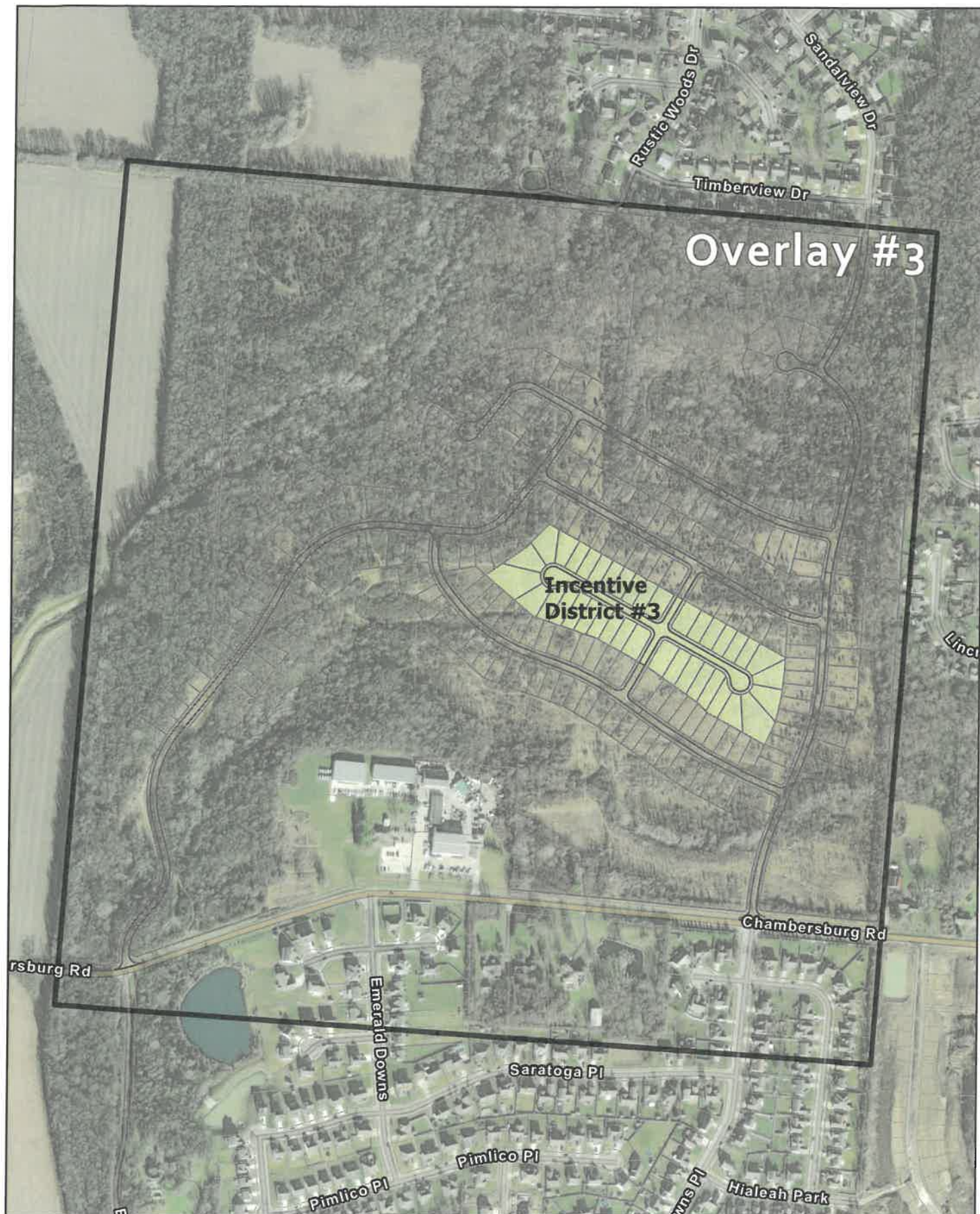


Canal Heights Incentive Districts  
Incentive District #1

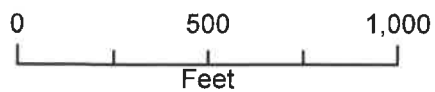


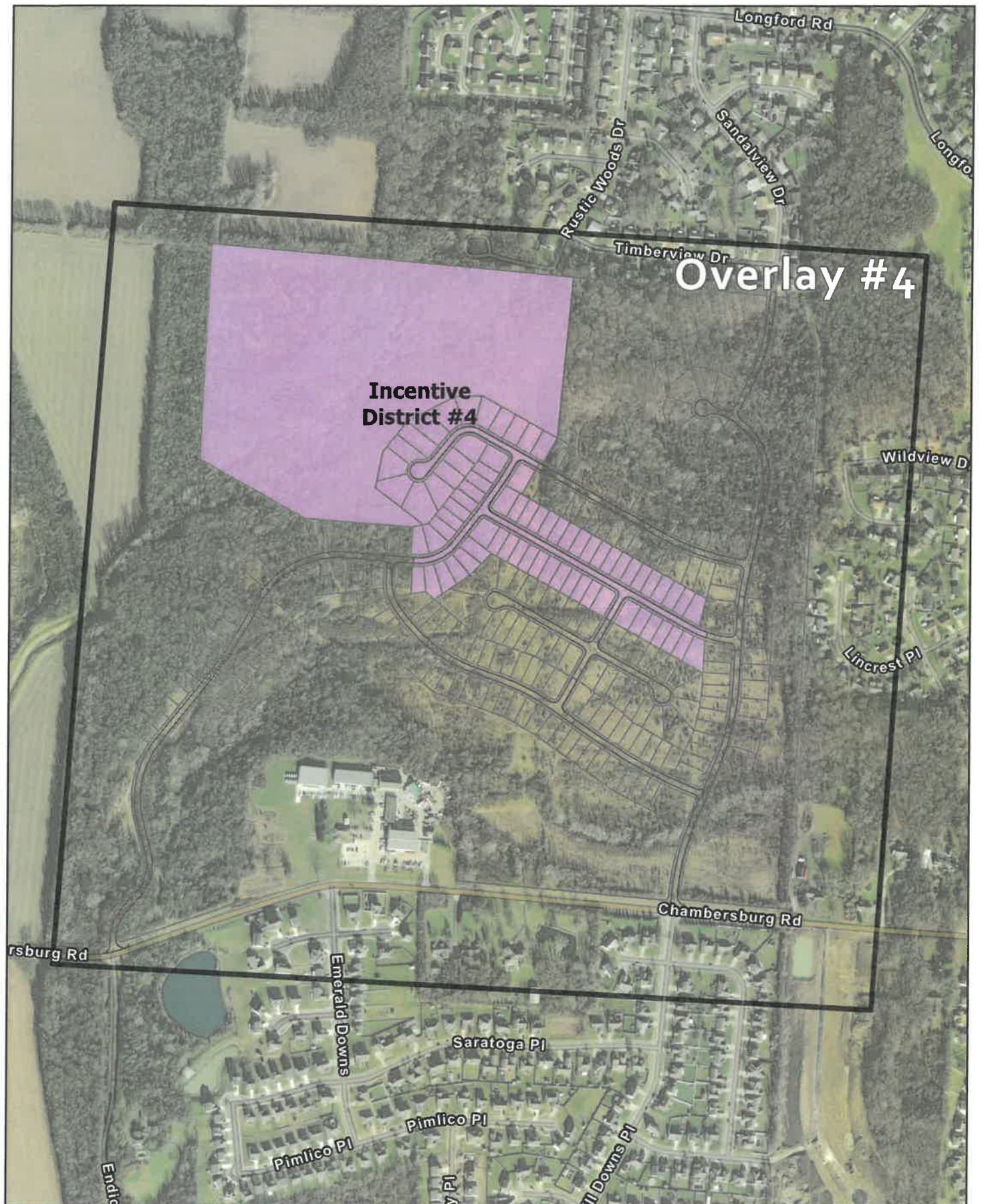


Canal Heights Incentive Districts  
Incentive District #2



Canal Heights Incentive Districts  
Incentive District #3

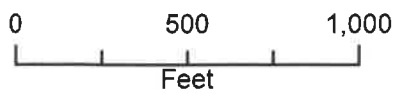


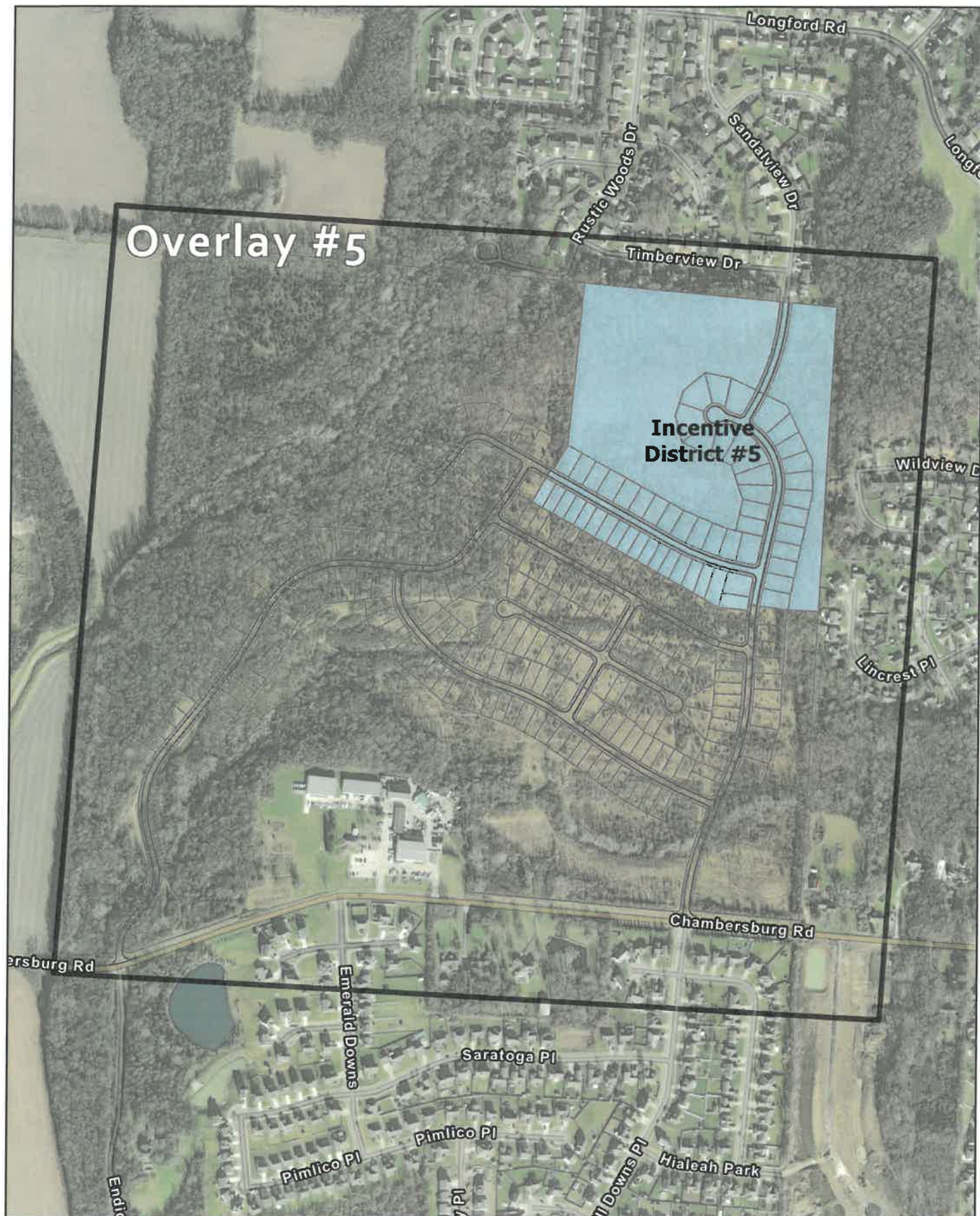


**Overlay #4**

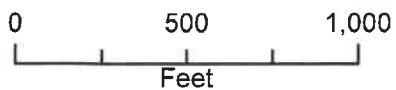
**Incentive District #4**

Canal Heights Incentive Districts  
Incentive District #4





Canal Heights Incentive Districts  
Incentive District #5



CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2025-O-

TO APPROVE AN ECONOMIC DEVELOPMENT PLAN FOR THE CANAL HEIGHTS DEVELOPMENT PROJECT AND TO STATE THAT THE CITY MAY HEREAFTER PROCEED WITH CREATION OF TAX INCREMENT FINANCING INCENTIVE DISTRICTS.

WHEREAS, this Council has determined to facilitate the development of a residential development consisting of approximately 238 single-family homes within the City of Huber Heights (the “City”) in order to increase the available housing options within the City (the “Project”), and in order to develop the Project, it is necessary to construct certain public infrastructure improvements; and

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (the “TIF Act”) authorizes this Council to create, by ordinance, one or more incentive districts and declare the improvement to each parcel of real property within those districts to be a public purpose; and

WHEREAS, Section 5709.40(A)(5) of the Ohio Revised Code requires incentive districts to have one or more distress characteristics, which includes, as certified by the City Engineer, that the public infrastructure serving the districts is inadequate to meet the development needs of the districts as evidenced by a written economic development plan for the districts adopted by the legislative authority; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Canal Heights Incentive District #1, Canal Heights Incentive District #2, Canal Heights Incentive District #3, Canal Heights Incentive District #4, and Canal Heights Incentive District #5, (each an “Incentive District” and collectively the “Incentive Districts”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto; and

WHEREAS, the area within the Incentive Districts has been studied and an economic development plan has been prepared for that area (the “Economic Development Plan”) and is attached hereto as Exhibit B, and which Economic Development Plan has been submitted to this Council and contains information regarding the inadequacy of the public infrastructure in the Incentive Districts, recommendations addressing land use, housing and public infrastructure, and related issues; and

WHEREAS, the City Engineer has certified that (i) the overlays, as defined in Section 5709.40(A)(6) of the Ohio Revised Code and shown on the maps attached hereto in Exhibit A, are less than 300 acres in size and are each a square or a rectangle having two sides that are not more than twice the length of the smaller sides, and (ii) the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan.

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

Section 1. This Council hereby: (i) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan, and (b) that the Incentive Districts and the related overlay areas are less than 300 acres in size and enclosed by a contiguous boundary, (ii) finds and determines that the construction of the planned 238 single family homes will place additional demand on the public infrastructure, and (iii) approves and adopts the Economic Development Plan. The City Division of Engineering

and all departments and divisions of the City administration are authorized and directed to consult and use the Economic Development Plan as guidance in establishing the Incentive Districts and providing financing for the public infrastructure improvements. Copies of the Economic Development Plan will be kept on file in the City Division of Engineering.

Section 2. This Council, the City, and its officials may hereafter proceed to establish the Incentive Districts under Section 5709.40(c) of the Ohio Revised Code.

Section 3. 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 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 4. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the \_\_\_\_ day of \_\_\_\_\_, 2025;  
\_\_\_\_ Yeas; \_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**CITY OF HUBER HEIGHTS, OHIO**  
**CANAL HEIGHTS**  
**RESIDENTIAL INCENTIVE DISTRICTS**  
**ECONOMIC DEVELOPMENT PLAN**

**January 23, 2025**

## **The Plan**

The purpose of this Economic Development Plan (the “Plan”) is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving the proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the district. This Plan has been developed to continue the efficient and effective development of the City of Huber Heights, Ohio (the “City”).

## **Proposed Development**

This Plan relates to the proposed development of a 283 single-family home residential development within the City on approximately 171 acres, known as Canal Heights (the “Project”). The proposed development is located north of Chambersburg Road at the City’s western border. The City has determined that the construction of the Project would be beneficial to the City by increasing housing opportunities for current and future residents while enhancing the quality of life for the general public. The current development plans for the Project are contained in Attachment A.

The Project is expected to be completed in five (5) separate phases. Each phase will consist of approximately the following number of homes: Phase 1, 71 lots (38 51-foot lots and 33 70-foot lots), Phase 2, 46 lots (35 51-foot lots and 11 70-foot lots), Phase 3, 39 lots (38 51-foot lots), Phase 4, 72 lots (55 51-foot lots and 17 70-foot lots) and Phase 5, 56 lots (19 51-foot lots and 37 70-foot lots) with an anticipated average sales price of \$325,000 per residence on a 51-foot lot and \$380,000 per residence on a 71-foot lot. In connection with each phase of the Project, the Developer shall prepare and submit a site plan, architectural renderings and related development plan(s) to the City, in such detail as is reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances. The City agrees that those reviews and approvals shall not be unreasonably conditioned, delayed or withheld.

The area encompassed by the Project and the Incentive Districts (as defined below) is lacking the infrastructure necessary for the development of the Project. The area does not contain the necessary water, sanitary sewer or storm sewer infrastructure or roadways needed for the Project. It is necessary for the City to use, or cause to be used, the service payments in lieu of taxes to pay the costs of that necessary infrastructure.

## **Proposed Incentive Districts**

The Project site, in its entirety, lies within the City’s Community Reinvestment Area #3 (the “CRA”). The City is considering the creation of five residential Tax Increment Financing (TIF) Incentive Districts, being Canal Heights Incentive District #1, Canal Heights Incentive District #2, Canal Heights Incentive District #3, Canal Heights Incentive District #4, and Canal Heights Incentive District #5 (collectively, the “Incentive Districts”) which will include the proposed

residential development with each phase of homes being constructed on a separate Incentive District. The Incentive Districts will: (1) use quality architecture and design; (2) permit the development of high quality, single-family housing; (3) enhance the City by providing for public infrastructure improvements necessary for the preservation and advancement of the public health, safety, and well-being; and (4) increase the City's collection of income taxes and, over time, real property taxes.

### **Public Infrastructure Improvements**

Service payments in lieu of taxes collected from the proposed Incentive District will fund certain public infrastructure improvements necessary to support residential development, including, without limitation, the acquisition, construction, equipping and installation of utilities and roadways, the acquisition and construction of certain permanent improvement amenities (as set forth below) and the equipping of the Recreational Property (as defined below) to be used for recreation purposes (collectively, the "Public Infrastructure Improvements"). The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, construct and install the Public Infrastructure Improvements, which are expected to be constructed and installed in various phases throughout the Project, and to perform any and all of its duties and obligations relating to the Public Infrastructure Improvements in a manner consistent with the Development Agreement (the "Agreement") in order that the portion of the Public Infrastructure Improvements required for access to each phase of the Project will be open and available to the public on or before the date on which a certificate of occupancy is issued for that phase of the Project, and it will perform any and all of its duties and obligations relating to the Public Infrastructure Improvements in a manner consistent with the Agreement.

The Developer shall be responsible for the following Public Infrastructure Improvements with respect to the Project: water, sanitary sewer, storm sewer, and roadway infrastructure. It shall be the obligation of the Developer to construct the water lines, hydrants, valves, irrigation systems and related appurtenances within the Project, which water lines, hydrants, valves, irrigation systems and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements. Specific to this Project, the City shall assume maintenance responsibilities for the underground storm pipes while the Developer, or its successors, shall be responsible for the maintenance of all other components of the storm sewer collection system including related onsite and offsite regional detention and/or retention ponds to the City which will be designated on the detailed development plan(s) and plat(s) for the Project. Developer will construct approximately \$16.4 million in Public Infrastructure Improvements. The City will issue tax increment revenue financing obligations to pay the costs of such Public Infrastructure Improvements and use certain of the service payments in lieu of taxes to repay such obligations.

Additional Public Infrastructure Improvements will also include the replacement, repair, maintenance, and/or construction of new or existing permanent improvement amenities located within the Incentive District. The Developer will donate approximately 90 acres for active and/or passive recreational purposes (the "Recreational Property"). The City shall expend monies to improve the Recreational Property in order that it may be a recreational amenity for the residents

of the City. For the purposes of this phase, “permanent improvement” shall have the same meaning as defined in Section 133.01(CC) of the Ohio Revised Code.

Other Public Infrastructure Improvements will also include all Public infrastructure improvements (as that term is defined in Section 5709.40(A)(8) of the Ohio Revised Code) that directly benefit, or that once made will directly benefit, the Incentive District, as detailed in the Citywide Infrastructure Reliance Study prepared by LBJ, Inc. (see Attachment B), dated September 30, 2022. Such Public Infrastructure Improvements will also include, but not be limited to, excavating, grading, paving, constructing and installing curbs and gutters, public utilities which include water mains, sanitary sewers, and storm sewers, street lighting, sidewalks, bikeways, landscaping, traffic signalization, and also including design and other related costs, any right-of-way acquisition, erosion and sediment control measures, grading and other related work, survey work, soil engineering and construction staking, and in each case, all other costs and improvements necessary and appurtenant thereto, all of which will directly benefit, or that one made will direct benefit the Incentive Districts.

## **Conclusion**

Residential development has been an important catalyst to the City’s economic development success. The proposed development area will serve as an additive for sustaining such economic development in the City. The residential development will provide a desired housing option for the City’s growing population. The public infrastructure improvements will support the residential development by providing much needed utility and road infrastructure and increasing the safety levels of the pedestrian transportation and recreational amenities utilized by the residents of the proposed development. The proposed Incentive Districts are located in an area identified by the City for growth and development.

## **Analysis and Assessment**

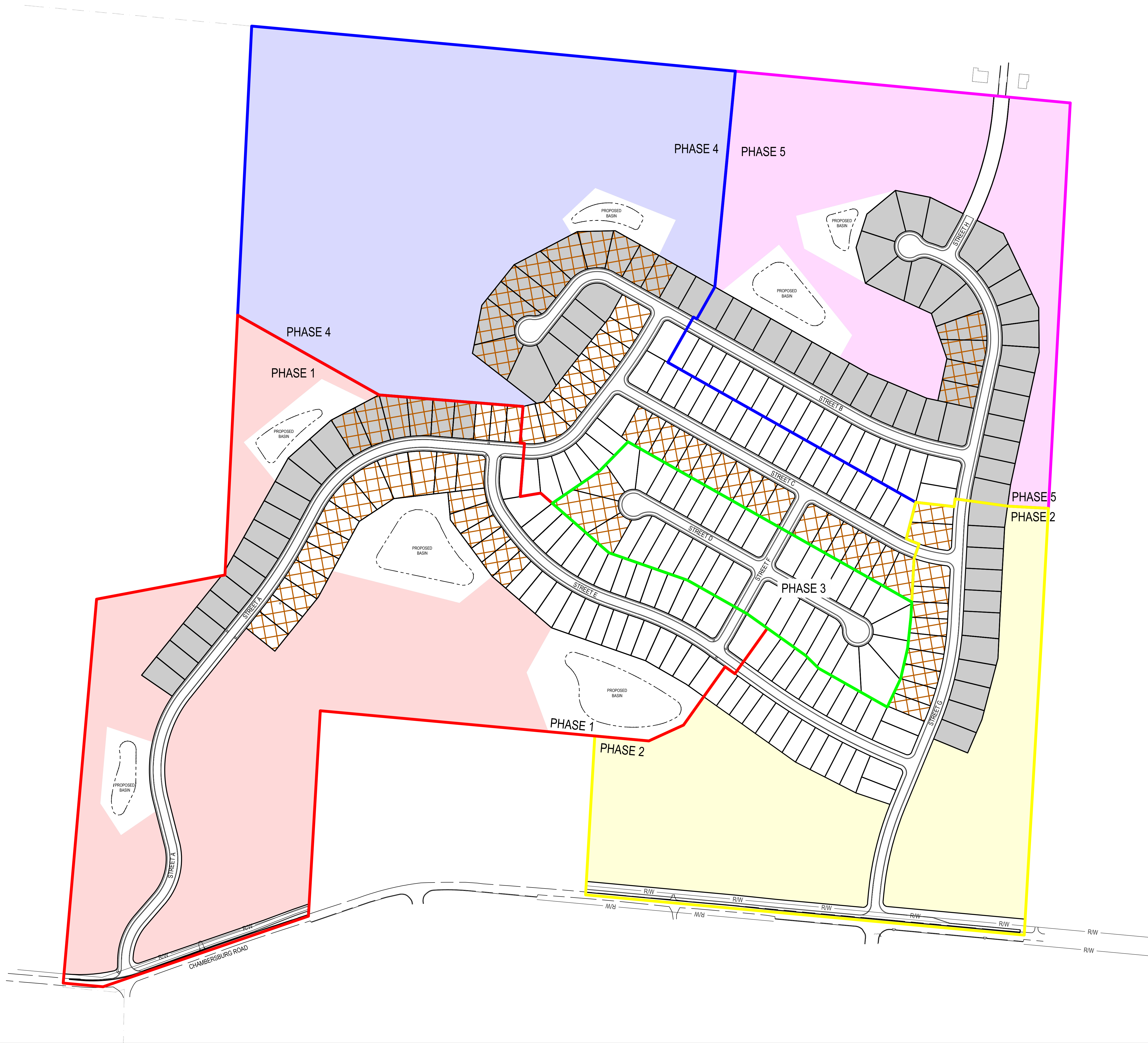
The proposed residential development described in this Plan will help play a vital role in supporting the growth and preservation of the community through planned development. The proposed residential development will create an urgent need for infrastructure upgrades in this area of the City. The service payments in lieu of taxes generated by the proposed Incentive Districts will assist in financing public infrastructure improvements vital to the growth and development of the proposed development. Moreover, the Incentive Districts will ensure such amenities are maintained in a timely and appropriate manner to ensure their safe and effective use by residents of the proposed development.

## **Attachments**

### **Attachment A: Current development plans for the Project**

### **Attachment B: Citywide Infrastructure Reliance Study**

W:\PROJECTS\FOR\ESTAR\Ohio\763863-01 Canal Heights\03-CIVIL\MISC\PHASING EXHIBIT.dwg - 8/5/2024 - Dmytro Shcherbyna



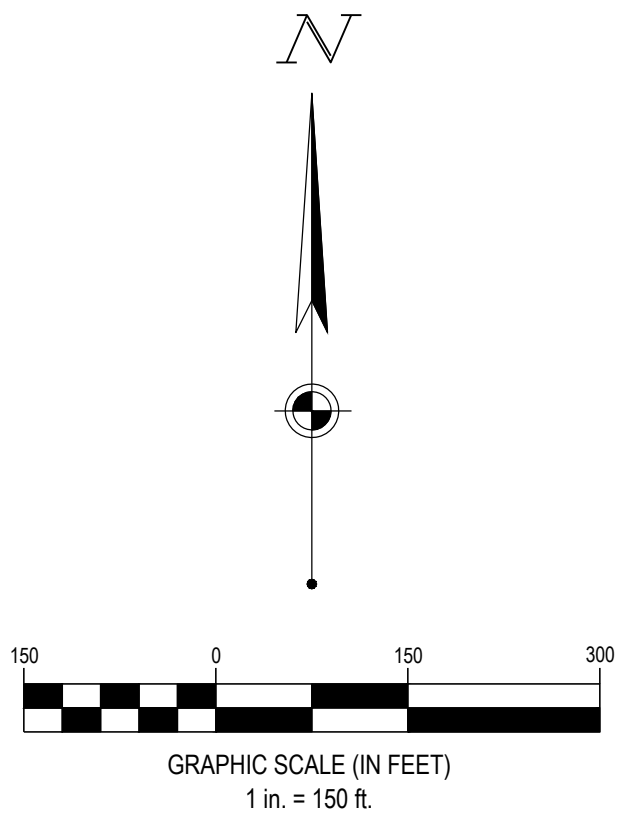
**LEGEND**

- PROPOSED 51' LOTS
- PROPOSED 70' LOTS
- PROPOSED LOTS W/ BASEMENT
- PHASE 1 BOUNDARY
- PHASE 2 BOUNDARY
- PHASE 3 BOUNDARY
- PHASE 4 BOUNDARY
- PHASE 5 BOUNDARY

| LOT TYPE         | PH1 | PH2 | PH3 | PH4 | PH5 | TOTAL | %    |
|------------------|-----|-----|-----|-----|-----|-------|------|
| 51' LOTS (TOTAL) | 38  | 35  | 38  | 55  | 19  | 185   | 65.4 |
| 70' LOTS (TOTAL) | 33  | 11  | 0   | 17  | 37  | 98    | 34.6 |
| TOTALS           | 71  | 46  | 38  | 72  | 56  | 283   | 100  |

| LOT TYPE             | PH1 | PH2 | PH3 | PH4 | PH5 | TOTAL |
|----------------------|-----|-----|-----|-----|-----|-------|
| 51' LOTS W/ BASEMENT | 9   | 11  | 3   | 28  | 0   | 51    |
| 70' LOTS W/ BASEMENT | 19  | 0   | 0   | 10  | 4   | 33    |
| TOTALS               | 28  | 11  | 3   | 38  | 4   | 84    |

TOTAL AREA = 170.9 AC  
 OPEN SPACE AREA = 90.7 AC  
 OPEN SPACE % = 53.1 %



Attachment A - Current Development Plan

CANAL HEIGHTS

| Revisions / Submissions |             |      |
|-------------------------|-------------|------|
| ID                      | Description | Date |

|                   |          |
|-------------------|----------|
| © 2024 CESO, INC. |          |
| Project Number:   | 763863   |
| Scale:            | AS SHOWN |
| Drawn By:         | DS       |
| Checked By:       | JEE      |
| Date:             | 8/5/2024 |
| Issue:            | EXHIBIT  |

Drawing Title:

PHASING EXHIBIT

# Attachment B



## CITYWIDE INFRASTRUCTURE RELIANCE STUDY

September 30, 2022



PREPARED FOR:

**City of Huber Heights**  
**Mr. Bryan Chodkowski**

6131 Taylorsville Road  
Huber Heights, Ohio 45424

PREPARED BY:

**LJB Inc.**

2500 Newmark Drive  
Miamisburg, OH 45342  
(937) 259-5000

Daniel J. Hoying, P.E., P.S., STP  
DHoying@LJBinc.com

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**Appendices .....5**

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        > Appendix B: Infrastructure District 2

        > Appendix C: Infrastructure District 3

        > Appendix D: Infrastructure District 4

        > Appendix E: Infrastructure District 5

        > Appendix F: Infrastructure District 6

        > Appendix G: Infrastructure District 7

        > Appendix H: Infrastructure District 8



## > METHODOLOGY

### BACKGROUND

The City of Huber Heights commissioned LJB Inc. to conduct a citywide Infrastructure Reliance Study that evaluates critical linkages in the city's roadway, water, wastewater, and stormwater infrastructure. The results of this study will help the city better understand the correlation and interdependence of infrastructure elements, which will better position the city for funding opportunities for the maintenance and expansion of critical services for city residents and businesses. Increased funding for infrastructure allows Huber Heights to better distribute improvements throughout the city, improve service, and attract new developments.

The City of Huber Heights covers 25 square miles with a population of more than 43,000 residents and 800 businesses. The city also includes 233.91 centerline miles of roadways, 210.24 miles of water main, 189.71 miles of sanitary sewer, and 163.81 miles of stormwater infrastructure facilities.

### INFRASTRUCTURE ATTRIBUTE APPROACH

#### Infrastructure Districts

Allocation of the city's 45,833 individual infrastructure elements distributed over 25 square miles requires suballocation of districts within the city. The LJB team collaborated with city staff to develop 8 Infrastructure Districts. Most city infrastructure exists within roadway right of way. Right of way for major roadway corridors were selected as borders of the Infrastructure Districts. The city corporation limits were bisected by SR 202 and SR 201 in the north and south direction and by the Montgomery County / Miami County line, I-70, Taylorsville Road and Fishburg Road in the east west directions. These corridors were selected as District borders at various points in the city. **Figure 1**, on the following page, depicts the Infrastructure Districts that are used throughout this study.

The infrastructure facilities identified for evaluation in this study are each linked to the residents and businesses in the city in different ways. For that reason, a different approach was used for the determination of how each of the different infrastructure facility categories provides service to a region of the city. A description of the allocation approach that was used for each asset category is included below.

Mapping of the infrastructure elements attributable to each of the Infrastructure Districts is included in the Appendices of this report. Maps include an overall District Infrastructure Map as well as individual maps for each of the roadway, water, sanitary sewer and stormwater assets for that district.

#### Roadways

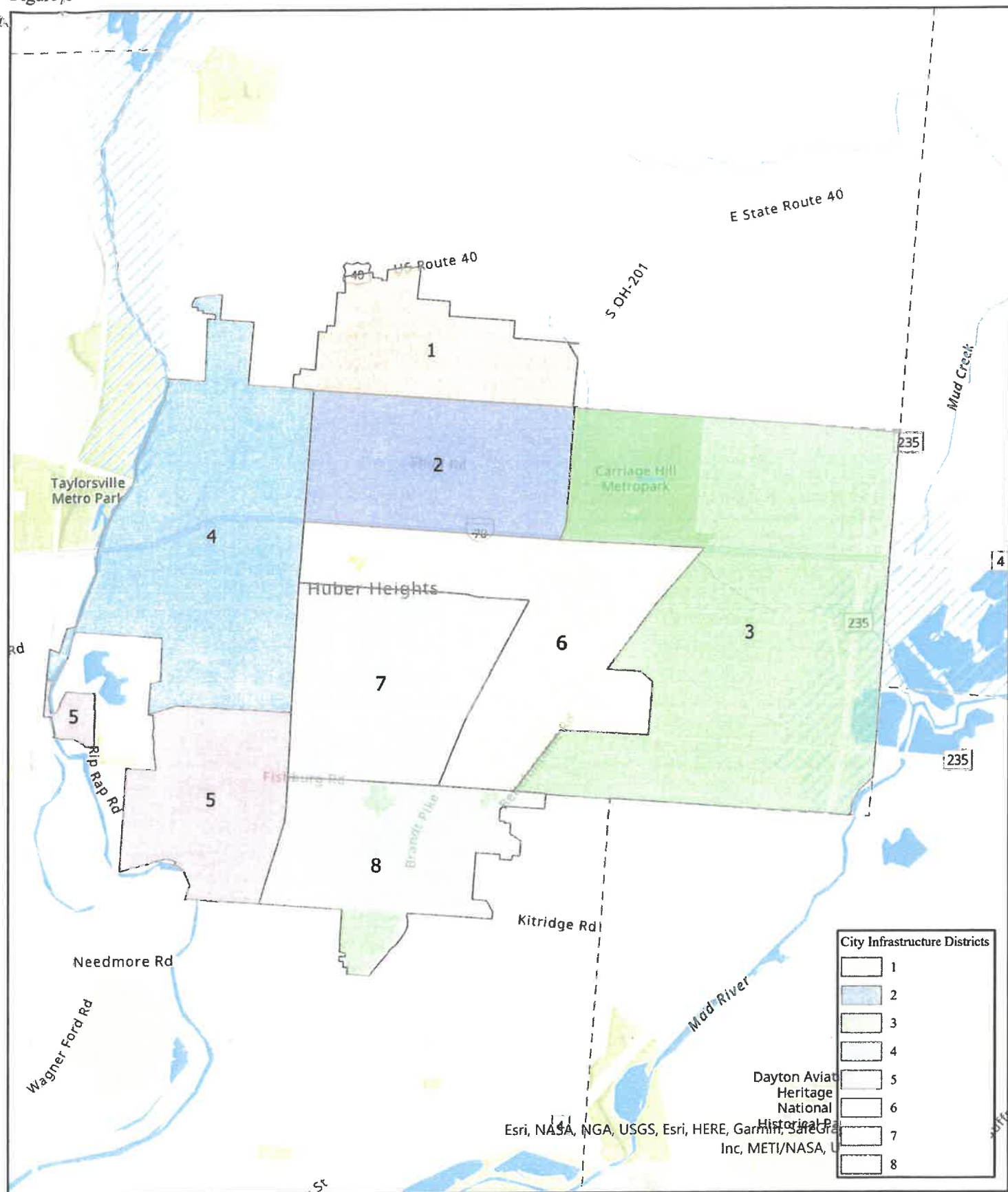
The city's roadway network provides critical access for people and goods to reach homes and businesses throughout the city. These residences and businesses rely on the roadway network to reach points inside and outside the city limits. The primary roadways that carry people and goods to points beyond the city limits are I-70, SR 202 and SR 201. A roadway segment was allocated to an Infrastructure District if it is located within that District or provided a critical, convenient link between residences and businesses within the district to the I-70, SR 202 or SR 201 corridors.

#### Clarifications

- > The Ohio Department of Transportation owns and maintains I-70 including grade separated interchanges with State Route 202 (SR 202) and State Route 201 (SR 201). This facility was not allocated to any of the Infrastructure Districts as it is not maintained by the city.
- > US 40 and SR 4 are also significant roadway assets in the region. While the city borders on these facilities, they are not maintained by the city and were not included in the study beyond being destinations beyond the city limits that are connected to the city's primary corridors.

Figure 7.1

## Huber Heights Infrastructure Districts



1 inch equals 1 miles



### **Water Infrastructure**

The city's supply of potable water for residential and commercial use and fire protection throughout the city is a very interconnected system. The entire city relies on the water treatment plant to provide safe water. The entire city also relies on elevated storage tanks, booster stations, and a network of pipes 6" in diameter and larger that provide appropriate redundancy and pressure balancing to all areas of the city.

A water infrastructure asset was allocated to an Infrastructure District if it is located in that district or is a part of the water treatment or pressure-providing system for that district. All water mains 6" in diameter and larger are included in the pressure-providing system and are therefore included in each of the Infrastructure Districts. A map of all water assets is included in Appendix X. See the table of contents for a listing of the exhibits that include maps for water assets in each of the Infrastructure Districts.

### **Sanitary Sewer Infrastructure**

The city's sanitary sewer network includes all wastewater collection infrastructure from the individual residences, businesses and facilities to the lines that leave the city carrying sewage to the Tri-Cities Northern Regional Wastewater Authority or Clark County treatment plants. The system includes gravity sewer conduits, manholes, pump stations and sanitary sewer force mains.

A sanitary sewer infrastructure asset was allocated to an Infrastructure District if it is located in that district or is a downstream asset moving flows from the district towards the outfalls from the city. The vast majority of sanitary sewer infrastructure in the city carries flows to the Tri-Cities Northern Regional Wastewater Authority treatment plant located at 3777 Needmore Rd, Dayton, OH 45424, just outside the city's southwestern corporation limits. A small portion of the city's eastern sanitary sewer system, providing service to the Centre Point 70 development and businesses along New Carlisle Pike south of I-70, leaves the city to the east to enter the Clark County system just north of the Artz and SR 235 intersection.

### **Stormwater Infrastructure**

The city's stormwater infrastructure network includes all publicly maintained open and closed drainage systems that carry rainwater from properties within the city limits to tributaries of the Great Miami River and Mad River as they exit the city corporation limits. The city's storm water system relies entirely on gravity flows and includes catch basins, manholes, storm sewer conduits, open channels and culverts within public right of way.

A storm sewer infrastructure asset was allocated to an Infrastructure District if it is located in that district or is a downstream asset moving flows from the district towards the outfalls from the city. Culverts carrying water under city owned and maintained roadways were included in the infrastructure asset assignments for Infrastructure Districts that drain to that location.

### **GIS MAP INTERFACE**

The volume of infrastructure assets included in the city's dataset suggests that map-based presentations and management of the data will be the most effective. The LJB team applied additional data fields to the city's existing GIS information to allocate each asset to one or more Infrastructure Districts. This approach will allow the city to re-integrate the data into their existing system and apply similar approaches to modified or additional elements that are added. It will also allow city staff to query and produce maps and datasets according to the various District assignments.

**Coding of Infrastructure Assets**

Utility assets were assigned a code, which is viewable in the asset attribute field “Infrastructure Support District”, identifying the infrastructure district of origin. For road, storm and sanitary sewer assets, lines of continuity were followed until the utility assets exited the city boundary or ended at a body of water or processing facility. Codes were assigned to each segment in that path relating to the infrastructure district of origin, providing a clear path of asset origin to termination as defined earlier.

**Query Process**

To query assets, LJB first sorted by infrastructure district of origin by selecting the corresponding value from the “Infrastructure Support District” attribute field, thus showing all assets located within the boundaries of the district of interest. Next LJB added additional querying statements to show the path from origin to termination by selecting the corresponding value for “Support District” attribute fields 1-4. When structured correctly, the querying statement selects assets from the infrastructure district of origin and the accompanying assets required to perform a trace from infrastructure district of origin to point of termination.

Queried shapefile layers have been provided for each Infrastructure Support District.

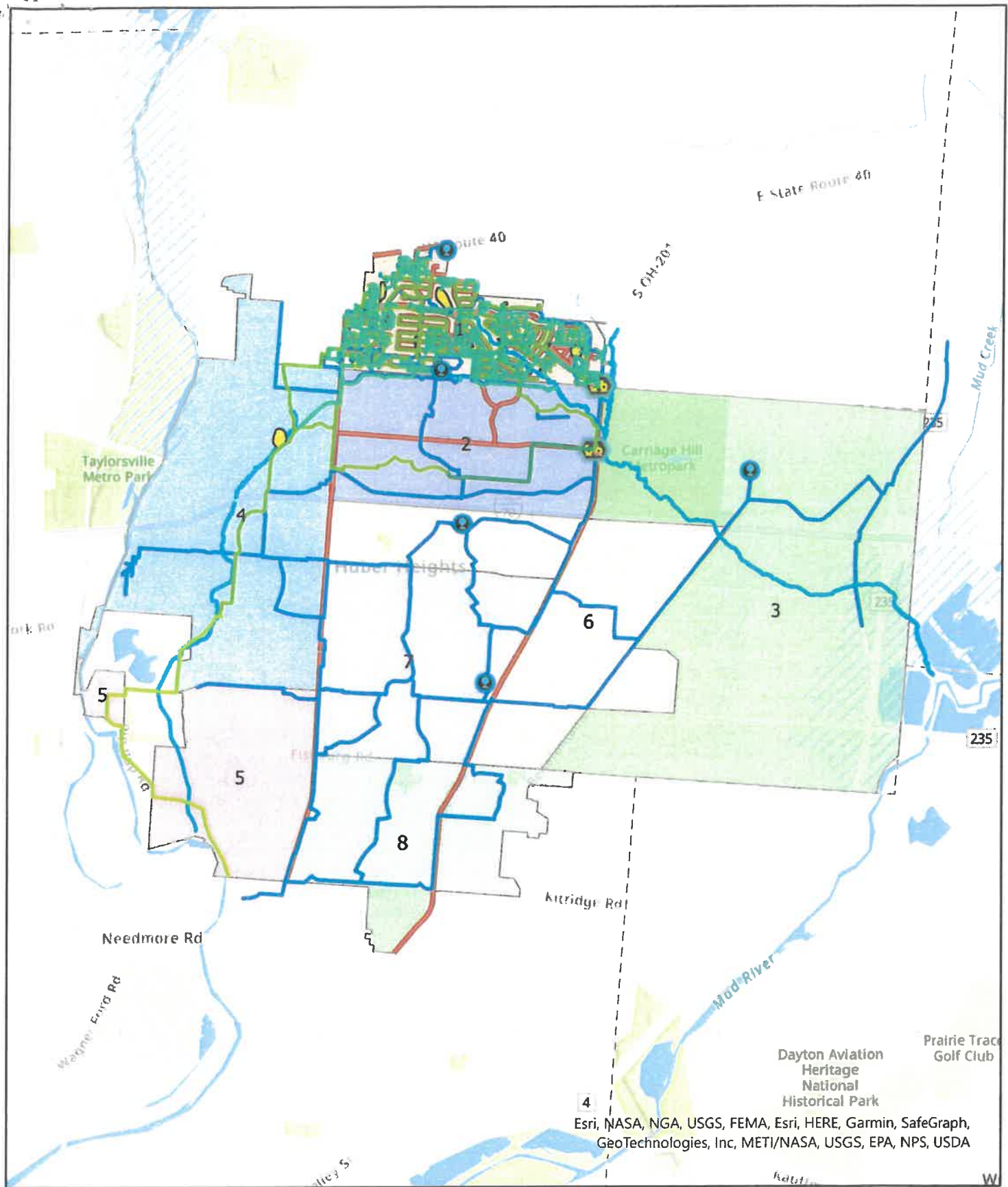


# Appendix A

Infrastructure District 1



## Infrastructure District 1 - Overview



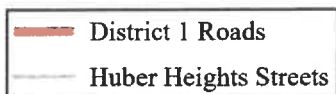
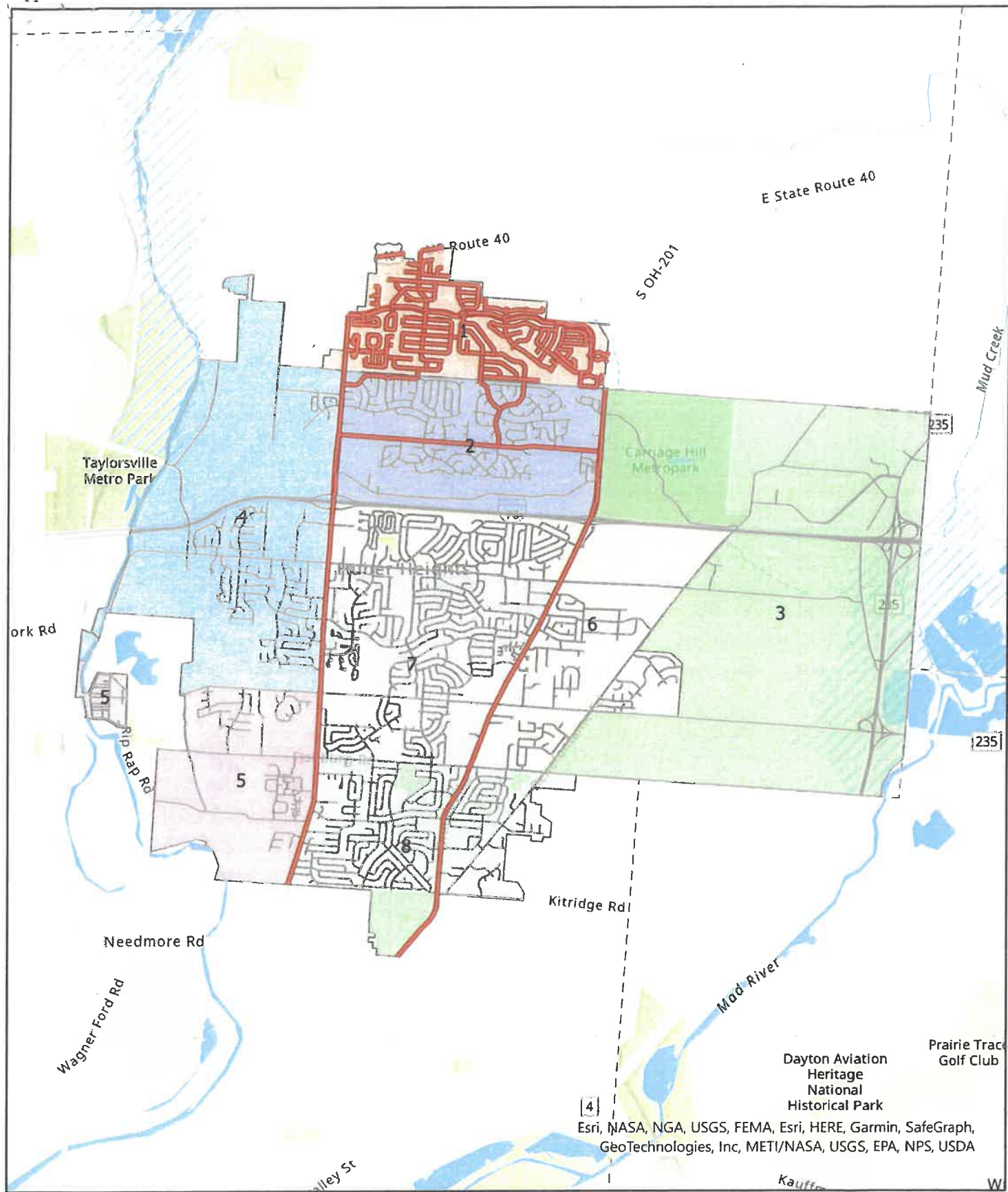
- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| Enclosed Storage Facility           | District 1 Sanitary Gravity Mains   |
| District 1 Lift Stations            | District 1 Force Mains              |
| District 1 Water Distribution Mains | District 1 Tri Cities Gravity Mains |
| District 1 Stormwater Mains         | District 1 Roads                    |
| District 1 Rivers                   | District 1 Basins                   |
| District 1 Culverts                 |                                     |

0 0.5 1 2 Miles

1 inch equals 1 miles



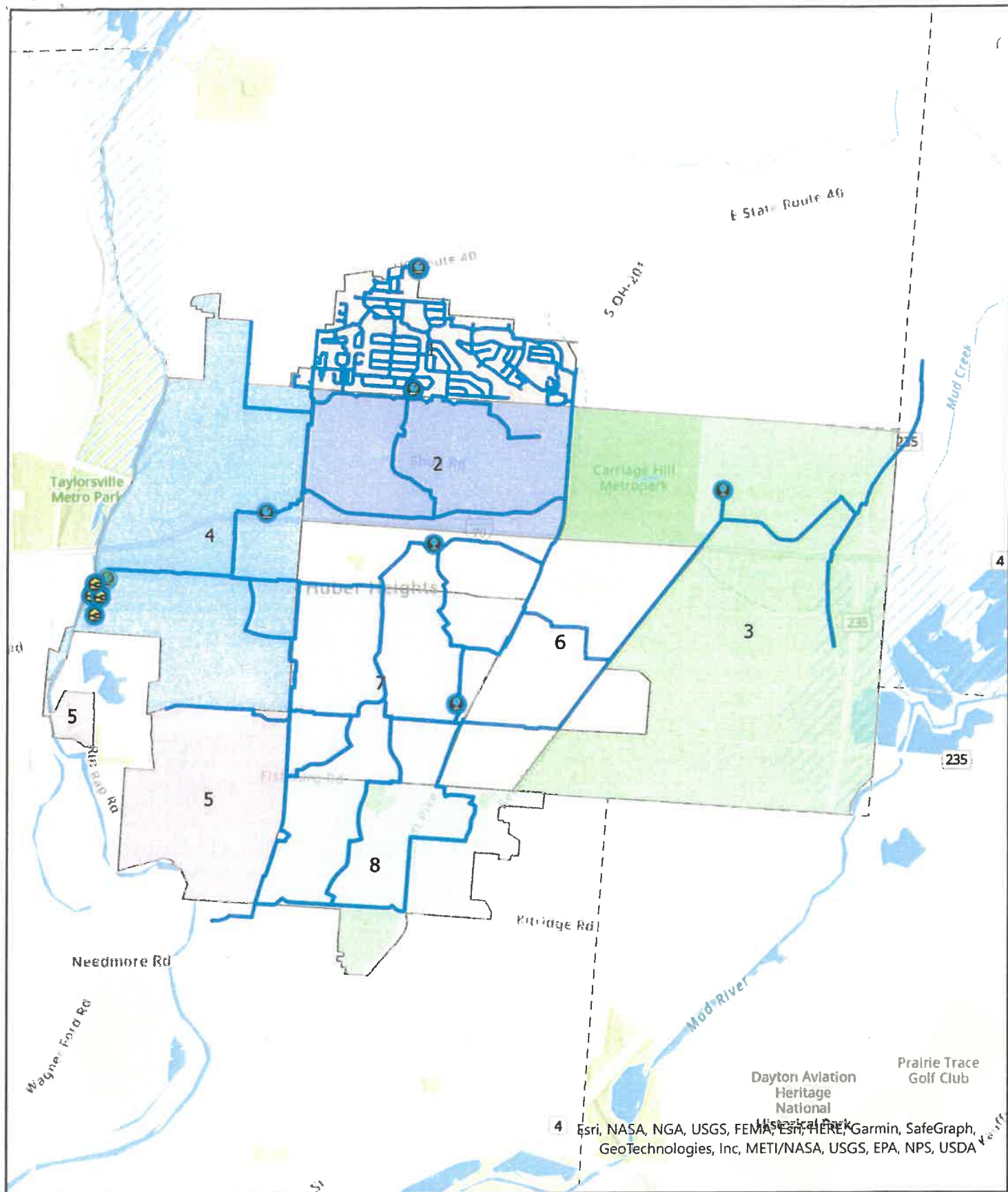
# Infrastructure District 1 - Roads



1 inch equals 1 miles



## Infrastructure District 1 - Water



|  |                           |  |                          |
|--|---------------------------|--|--------------------------|
|  | Enclosed Storage Facility |  | Pump Station             |
|  | Intake                    |  | Storage Basin            |
|  | Meter Station             |  | Treatment Plant          |
|  | Production Well           |  | Water Distribution Mains |

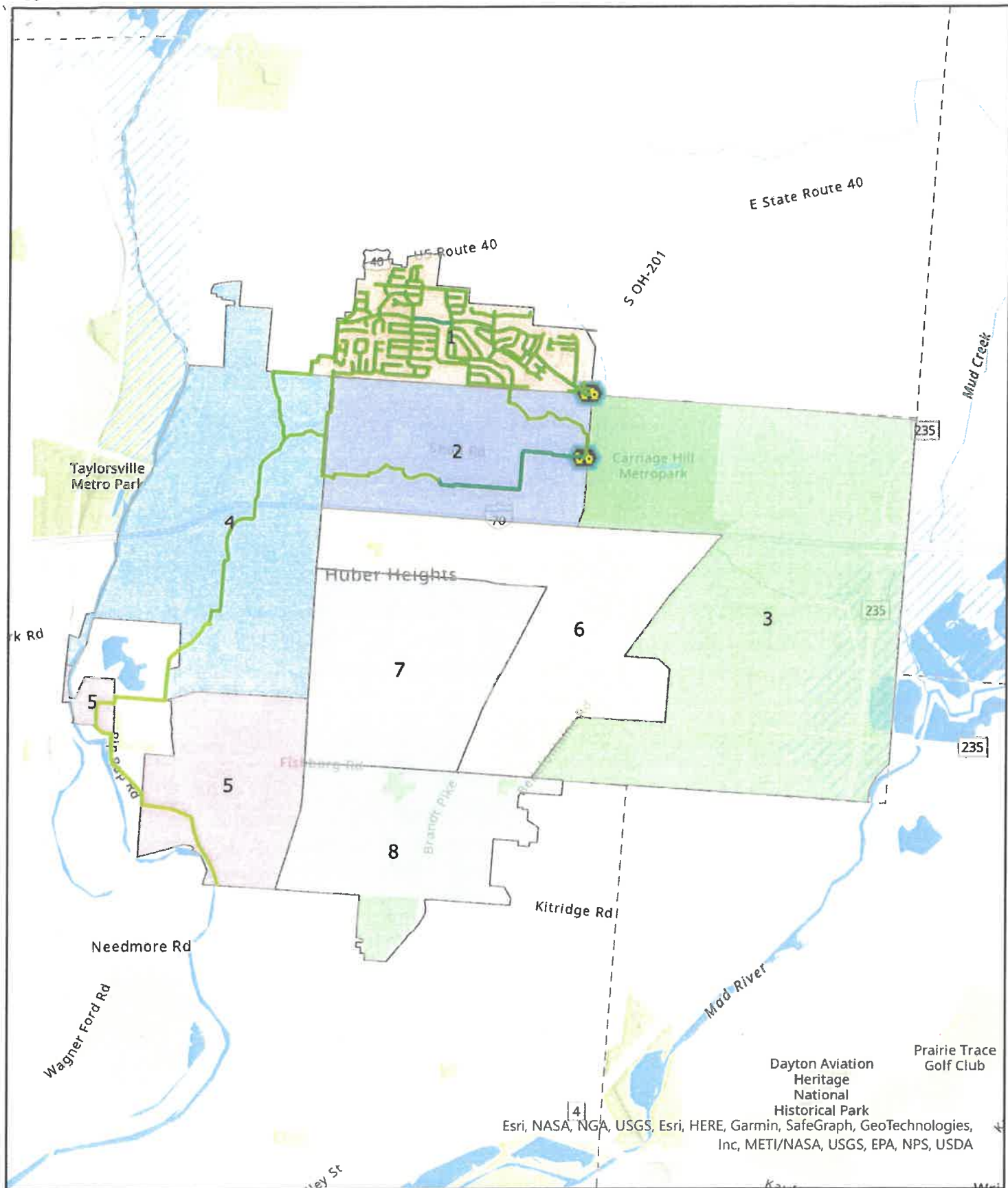
0 0.5 1 2 Miles

1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

## Infrastructure District 1 - Sanitary Sewer



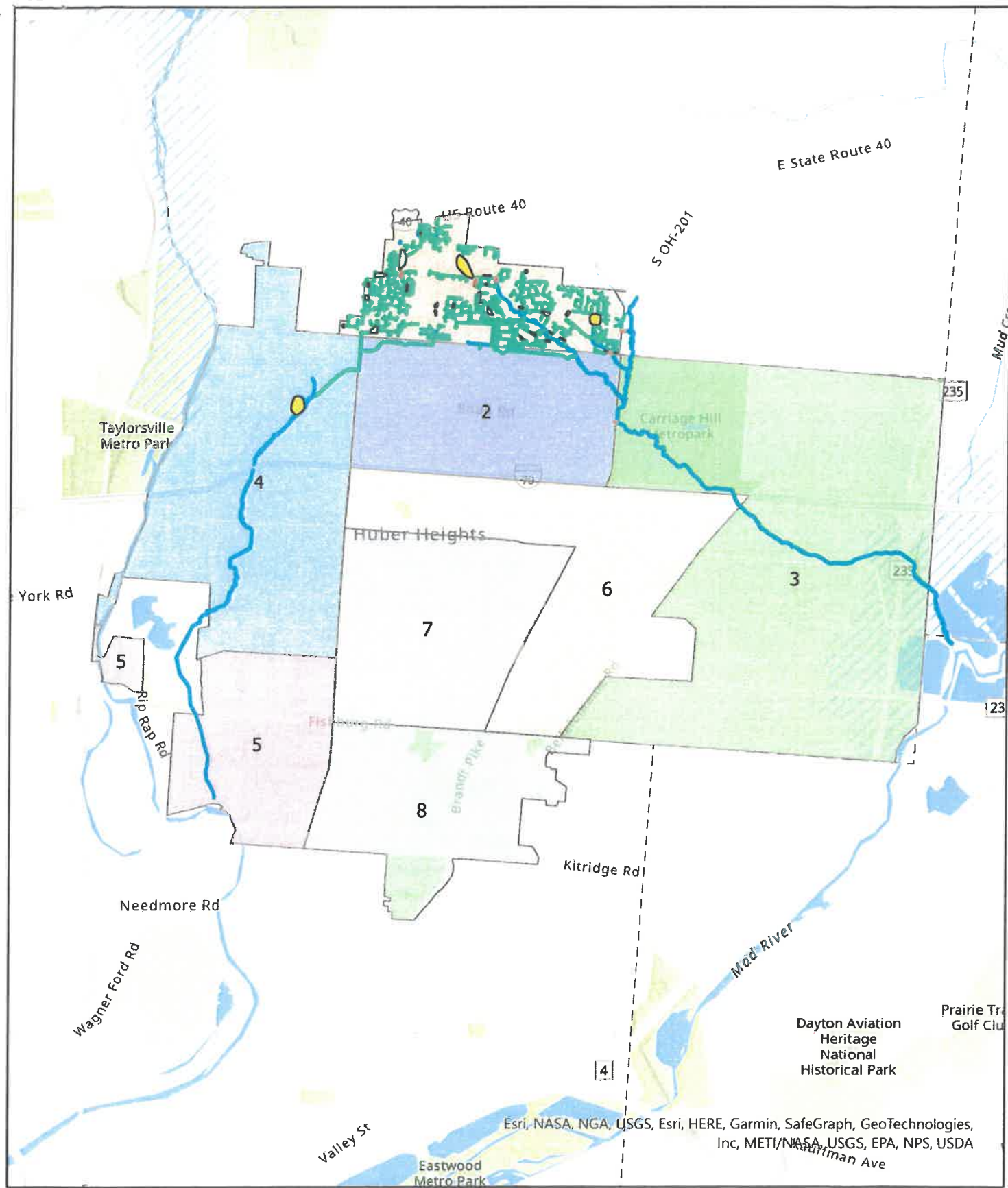
- District 1 Gravity Mains
- District 1 Force Mains
- bb District 1 Lift Stations
- District 1 Tri Cities Gravity Mains

0 0.5 1 2  
Miles

1 inch equals 1 miles



## Infrastructure District 1 - Stormwater

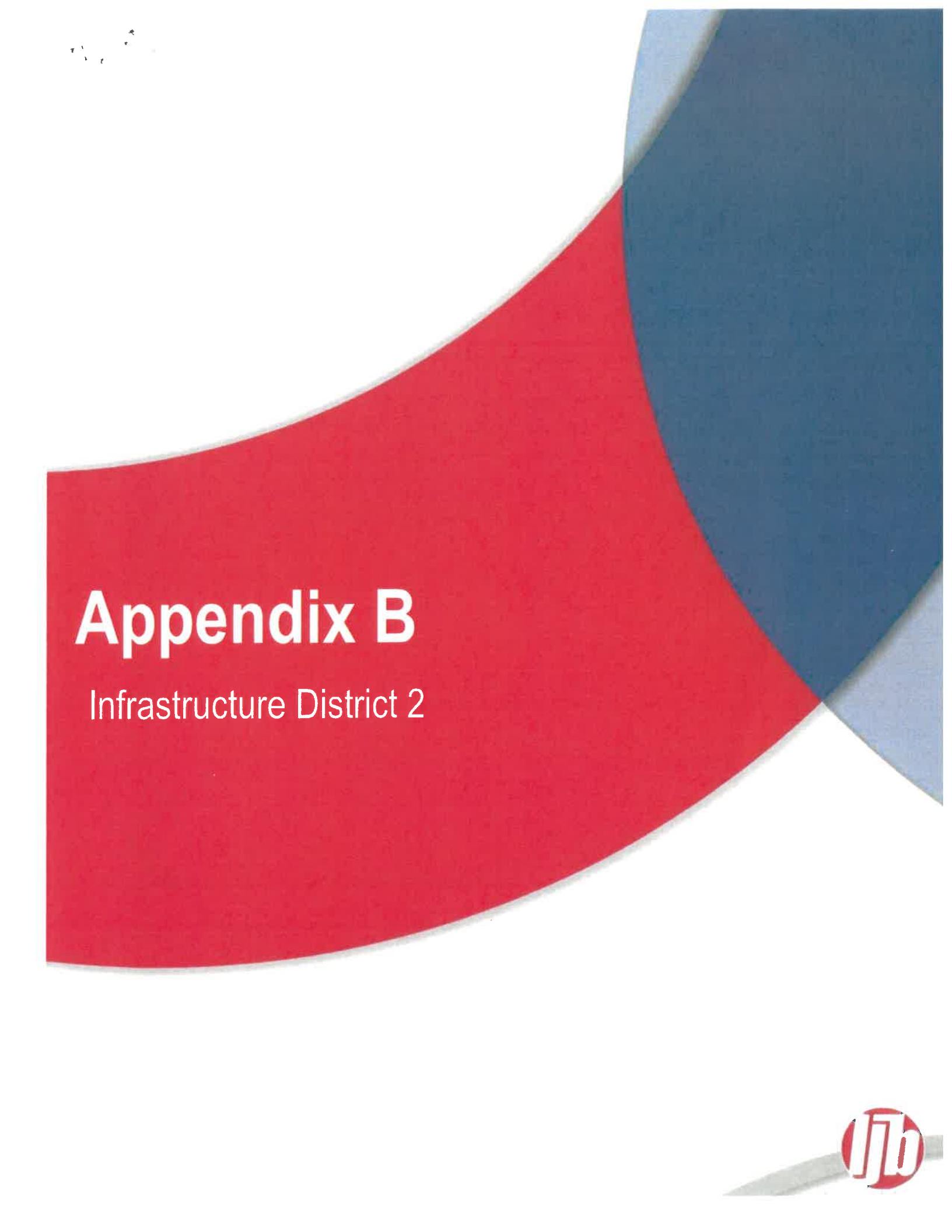


|                                                                                                                 |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  District 1 Stormwater Mains |  District 1 Channels |
|  District 1 Rivers           |  District 1 Basins   |
|  District 1 Culverts         |                                                                                                         |

0 0.5 1 2  
Miles

1 inch equals 1 miles



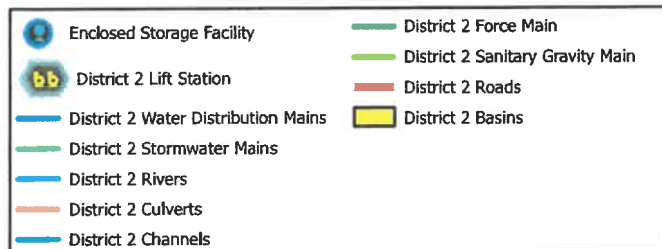
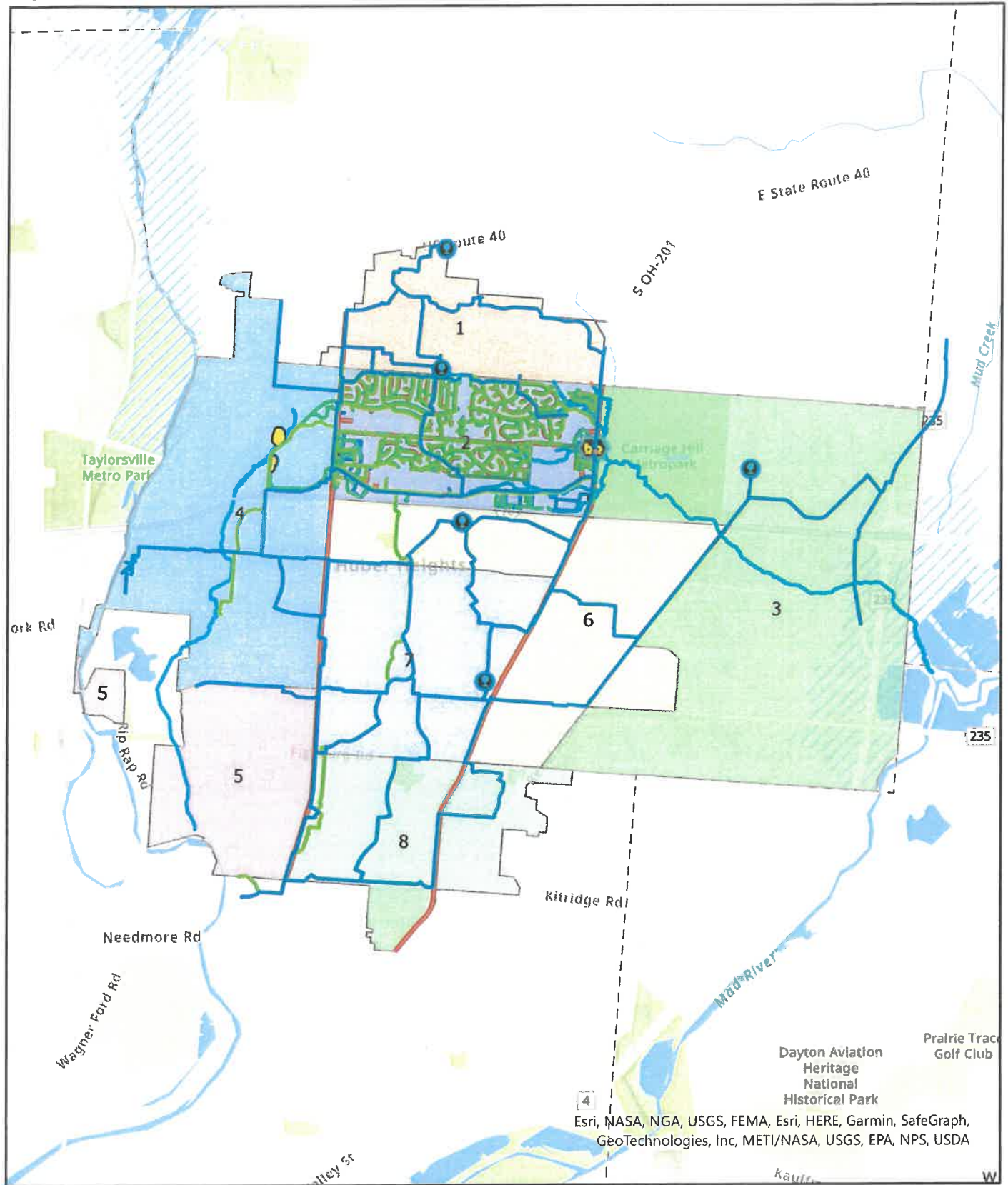


# Appendix B

Infrastructure District 2



# Infrastructure District 2 - Overview



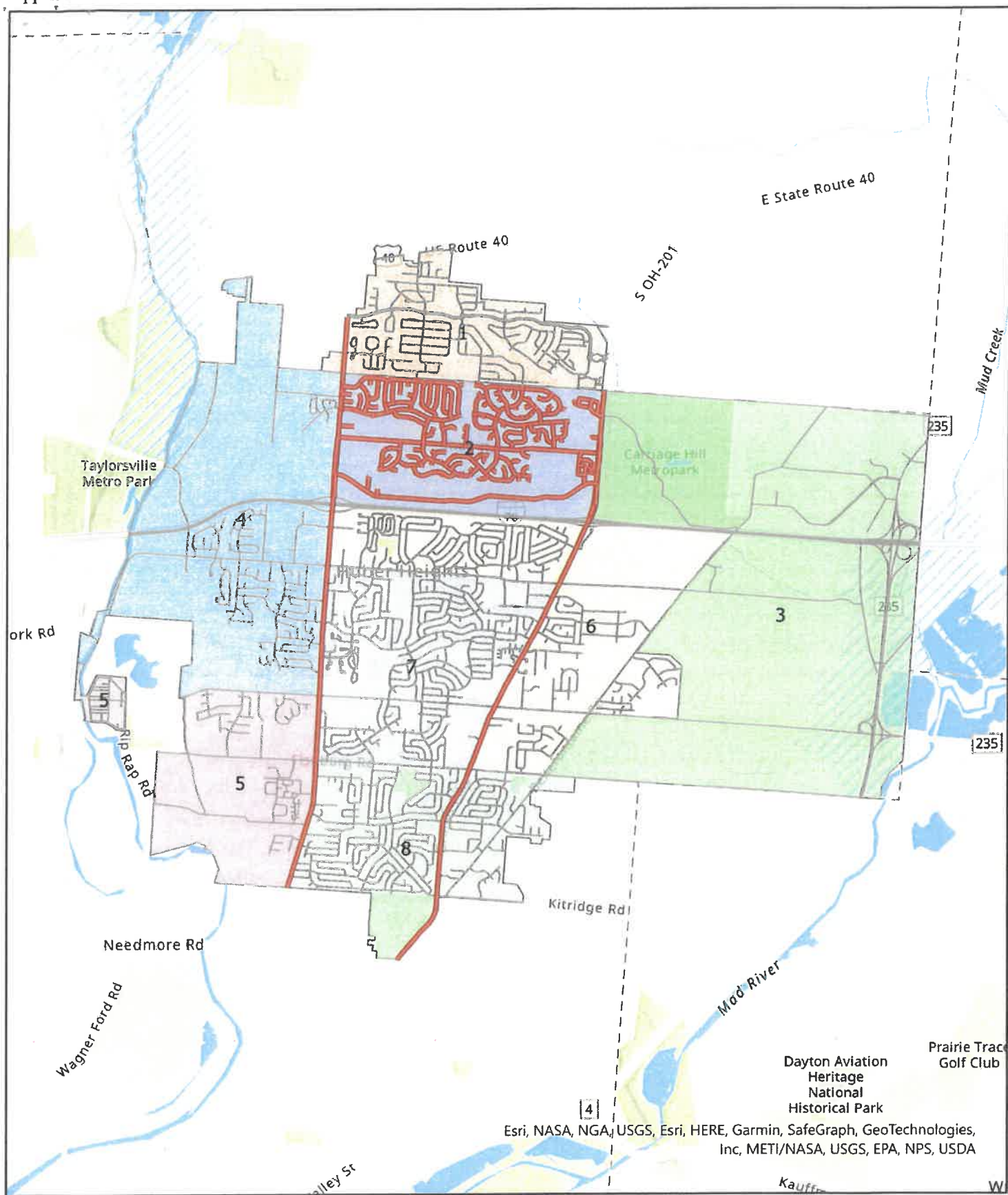
0 0.5 1 2 Miles

1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

# Infrastructure District 2 - Roads



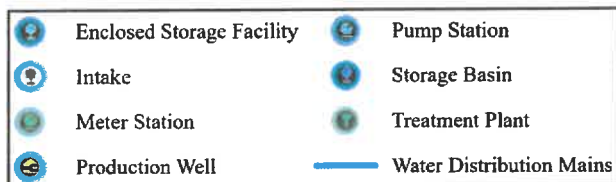
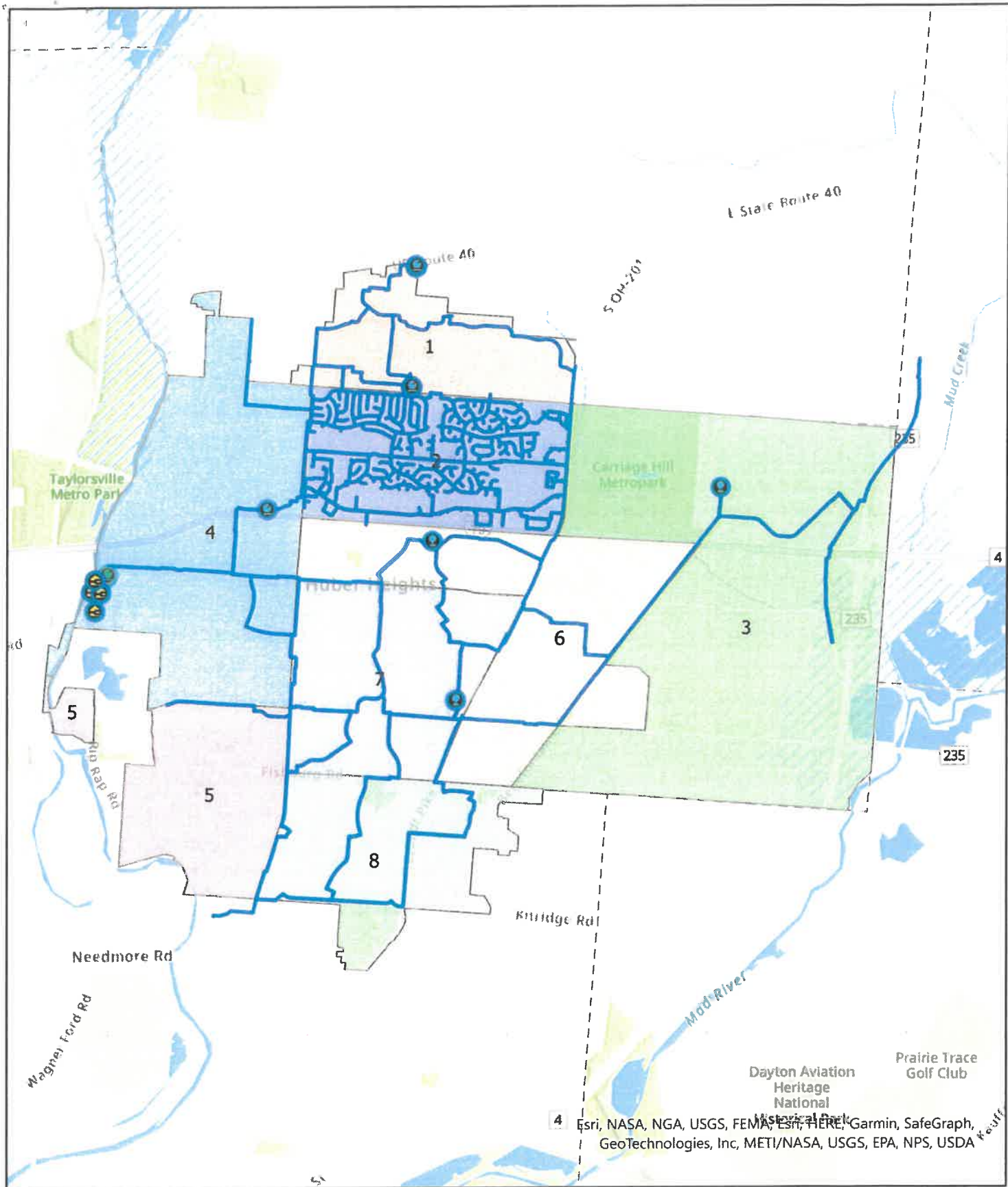
— District 2 Roads  
— Huber Heights Streets

0 0.5 1 2 Miles

1 inch equals 1 miles



## Infrastructure District 2 - Water

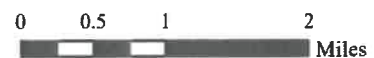
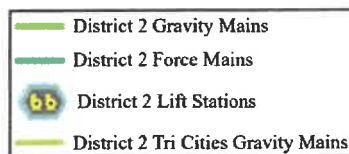
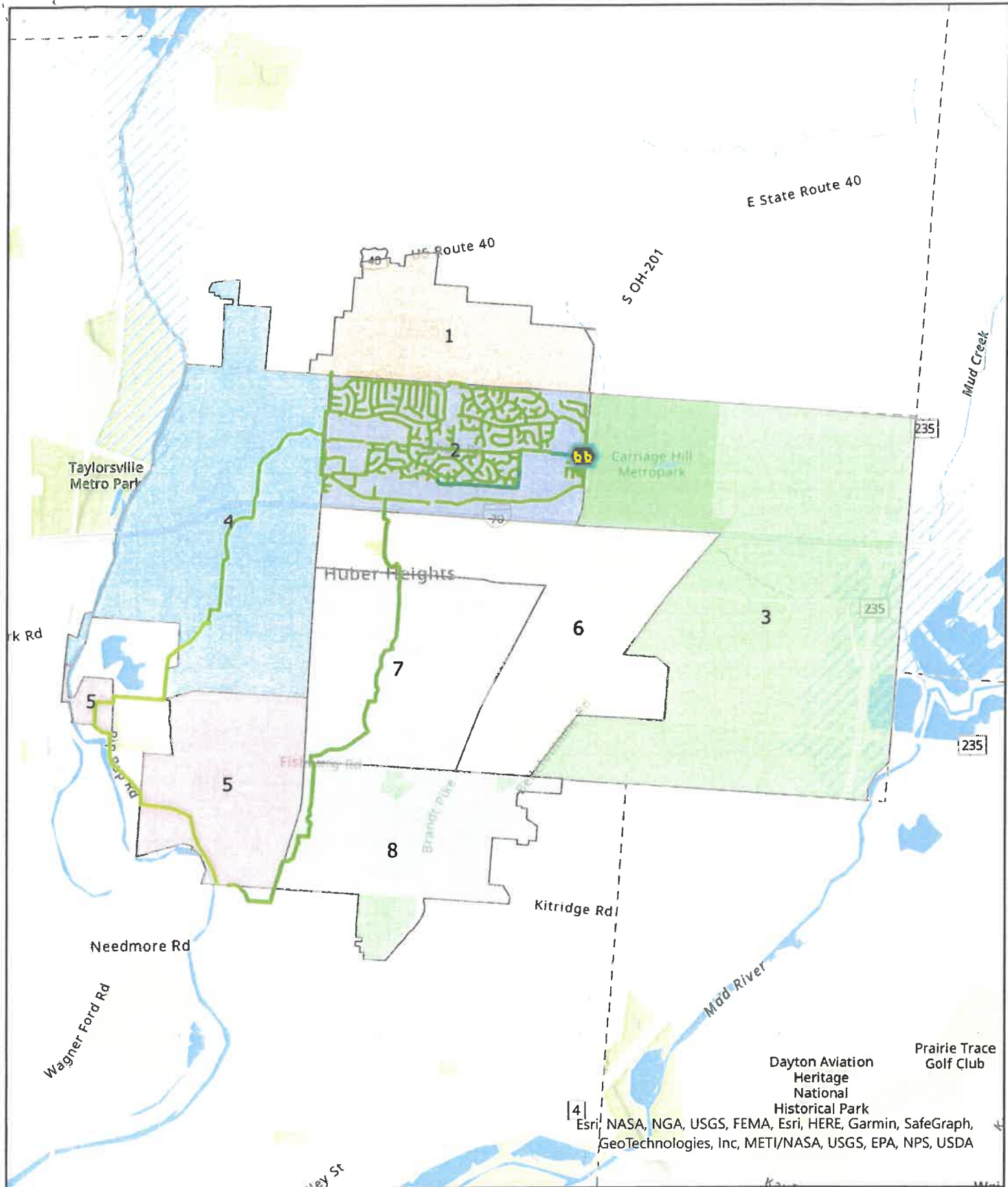


1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

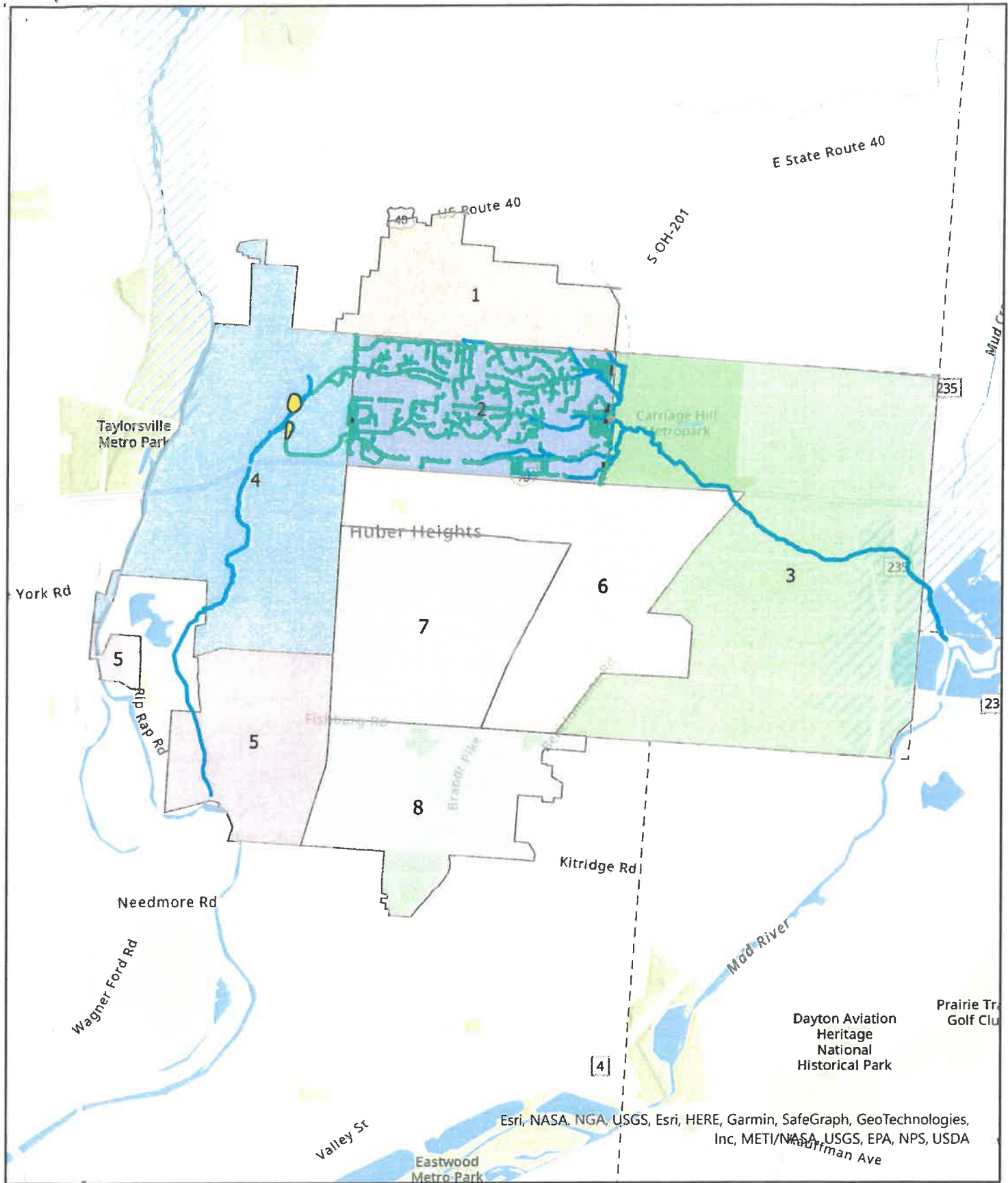
## Infrastructure District 2 - Sanitary Sewer



1 inch equals 1 miles



# Infrastructure District 2 - Stormwater



|                                                                  |                                                                                                                                              |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <span style="color: green;">—</span> District 2 Stormwater Mains | <span style="color: blue;">—</span> District 2 Channels                                                                                      |
| <span style="color: lightblue;">—</span> District 2 Rivers       | <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> District 2 Basins |
| <span style="color: orange;">—</span> District 2 Culverts        |                                                                                                                                              |



1 inch equals 1 miles

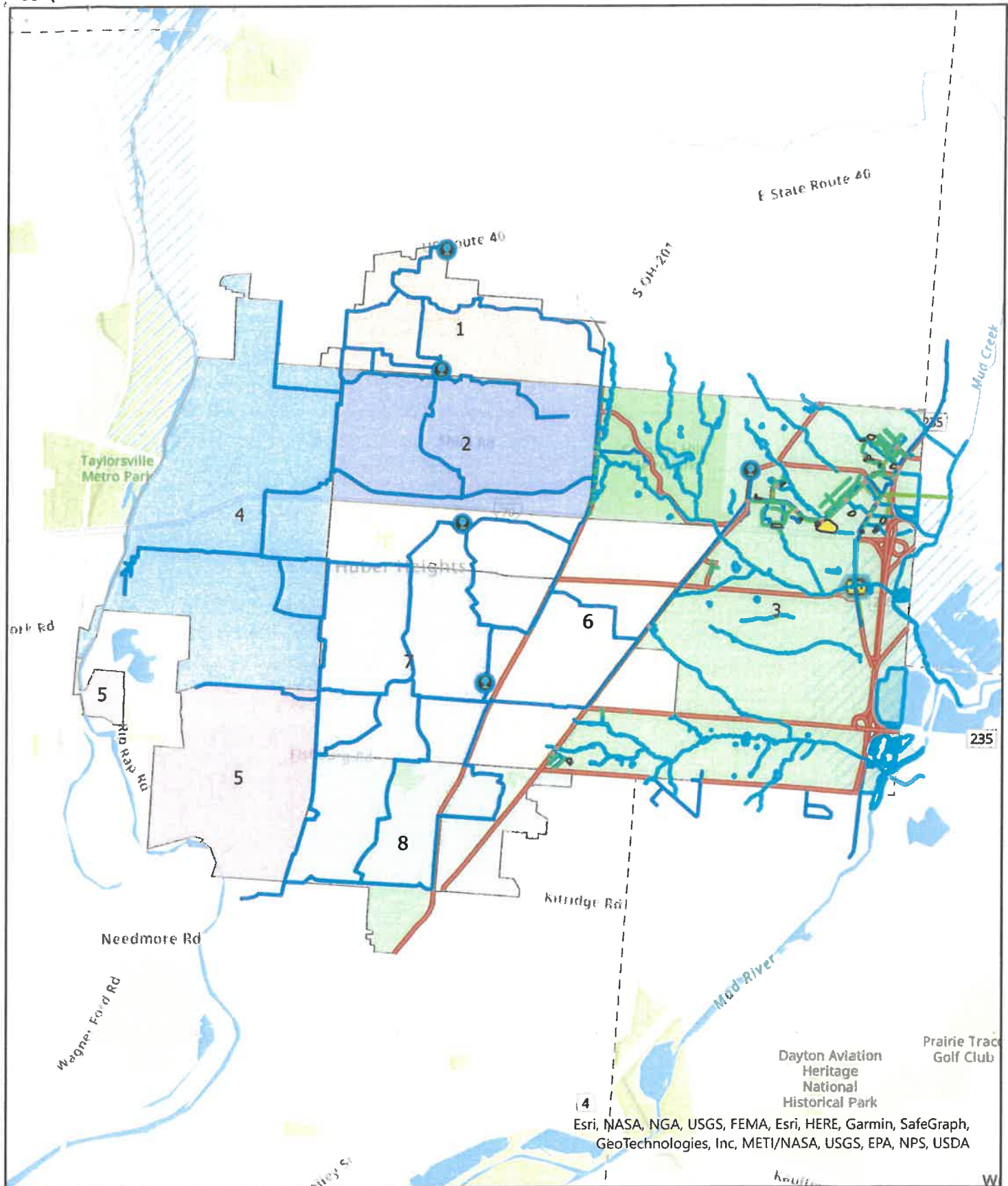


# Appendix C

Infrastructure District 3



## Infrastructure District 3 - Overview



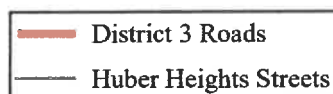
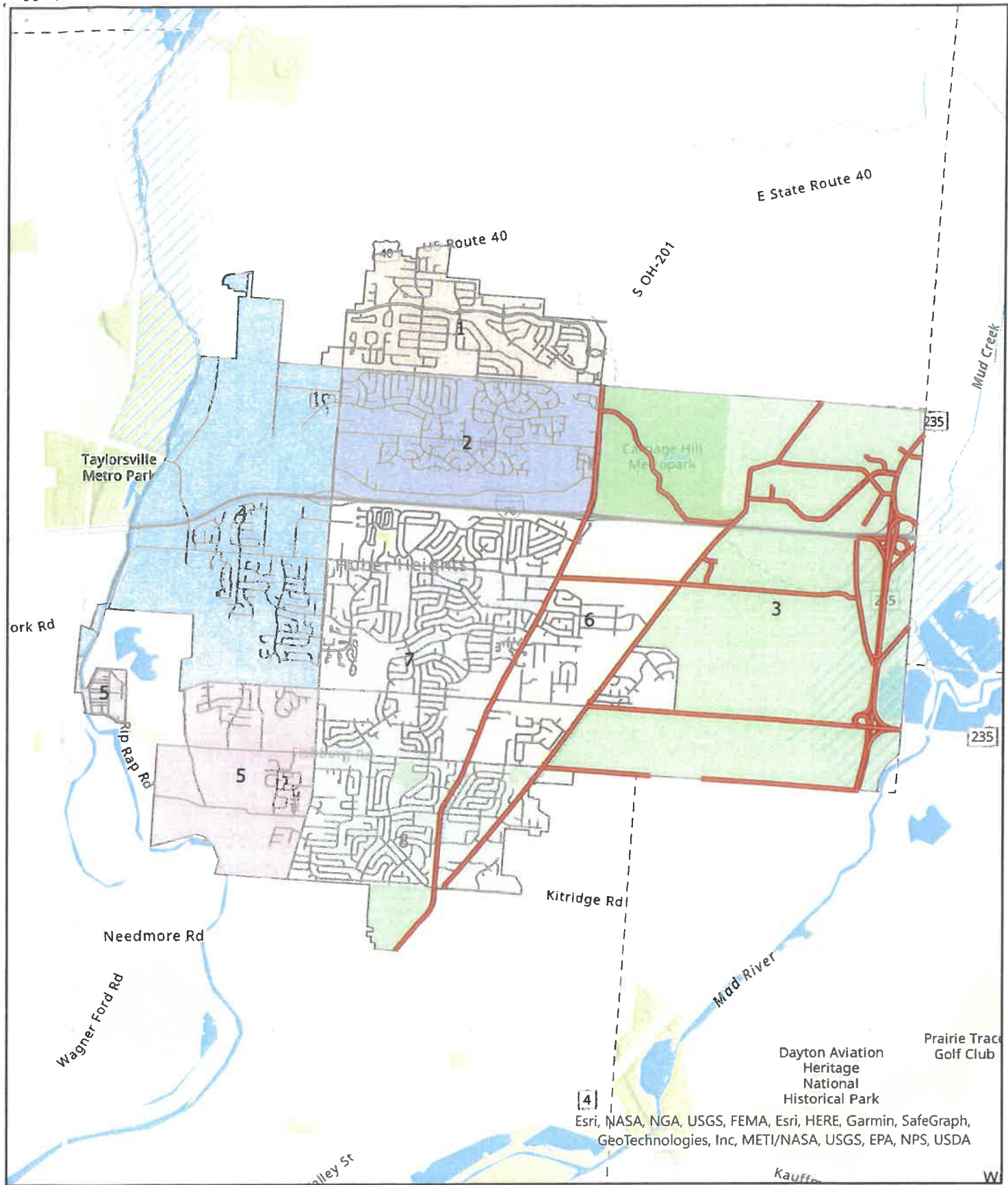
- |                                     |                                  |
|-------------------------------------|----------------------------------|
| Enclosed Storage Facility           | District 3 Force Main            |
| District 3 Lift Station             | District 3 Sanitary Gravity Main |
| District 3 Water Distribution Mains | District 3 Roads                 |
| District 3 Stormwater Mains         | District 3 Basins                |
| District 3 Rivers                   |                                  |
| District 3 Culverts                 |                                  |

0 0.5 1 2 Miles

1 inch equals 1 miles



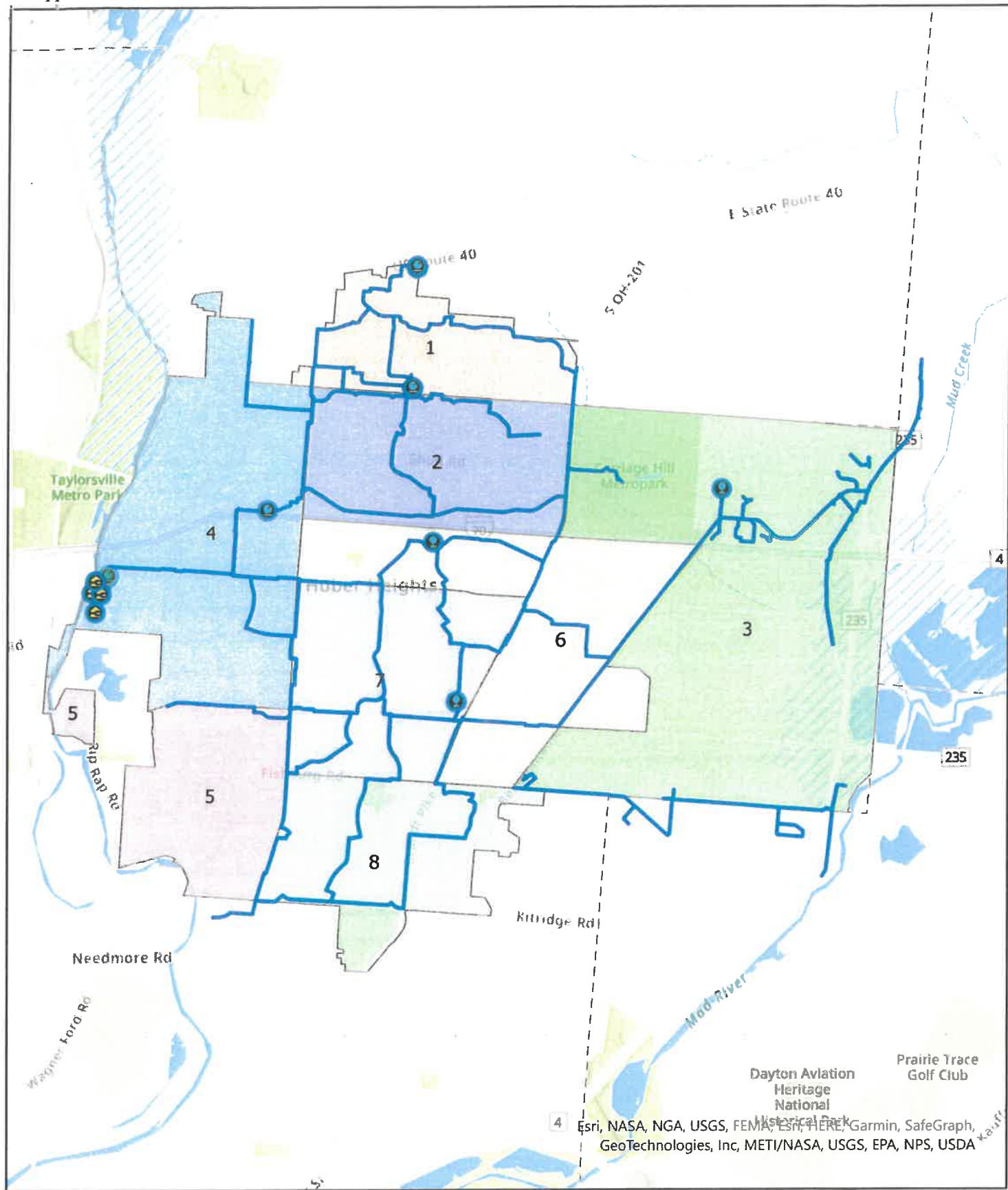
# Infrastructure District 3 - Roads



1 inch equals 1 miles



## Infrastructure District 3 - Water



|  |                           |  |                          |
|--|---------------------------|--|--------------------------|
|  | Enclosed Storage Facility |  | Pump Station             |
|  | Intake                    |  | Storage Basin            |
|  | Meter Station             |  | Treatment Plant          |
|  | Production Well           |  | Water Distribution Mains |

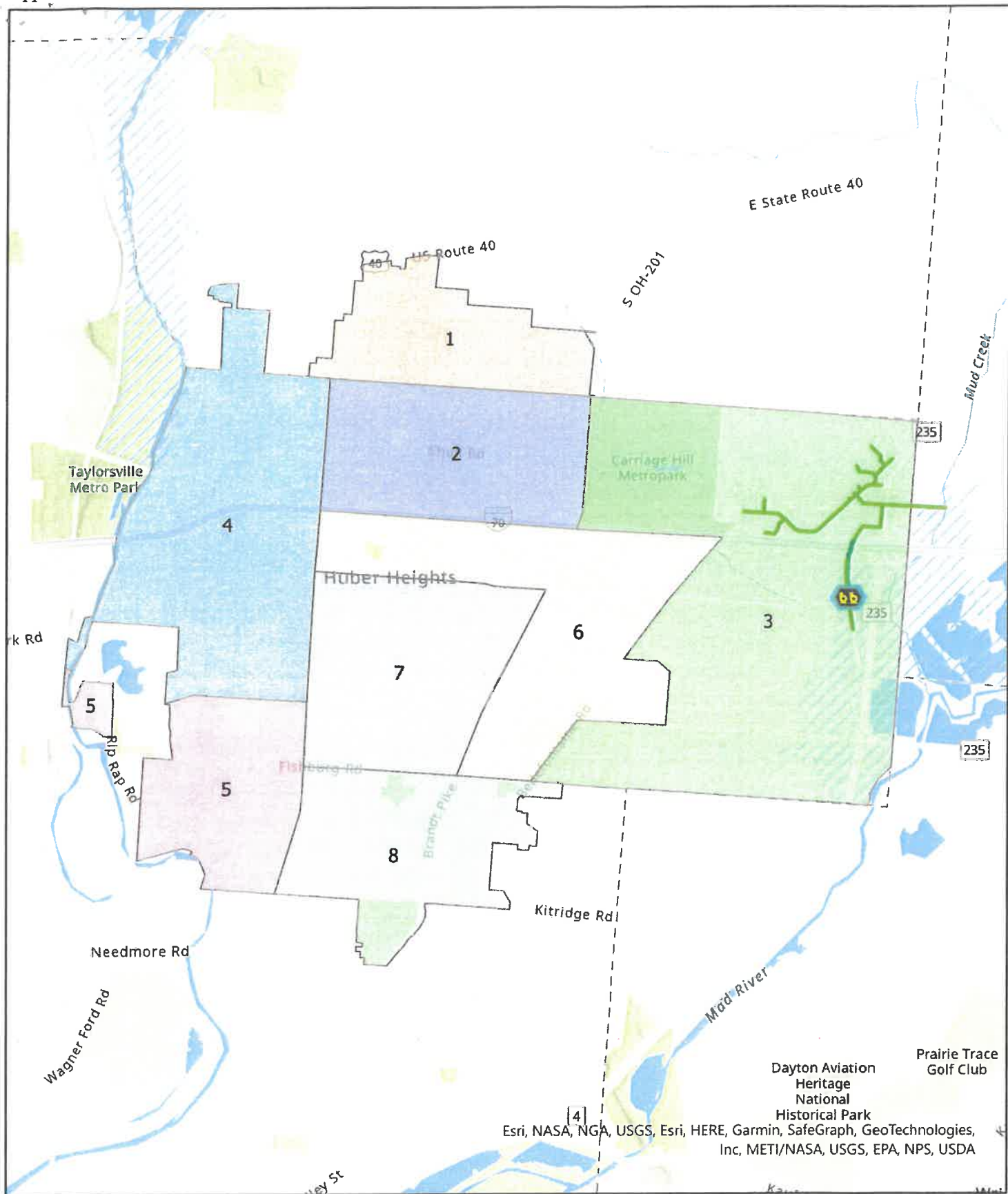
0 0.5 1 2 Miles

1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

# Infrastructure District 3 - Sanitary Sewer



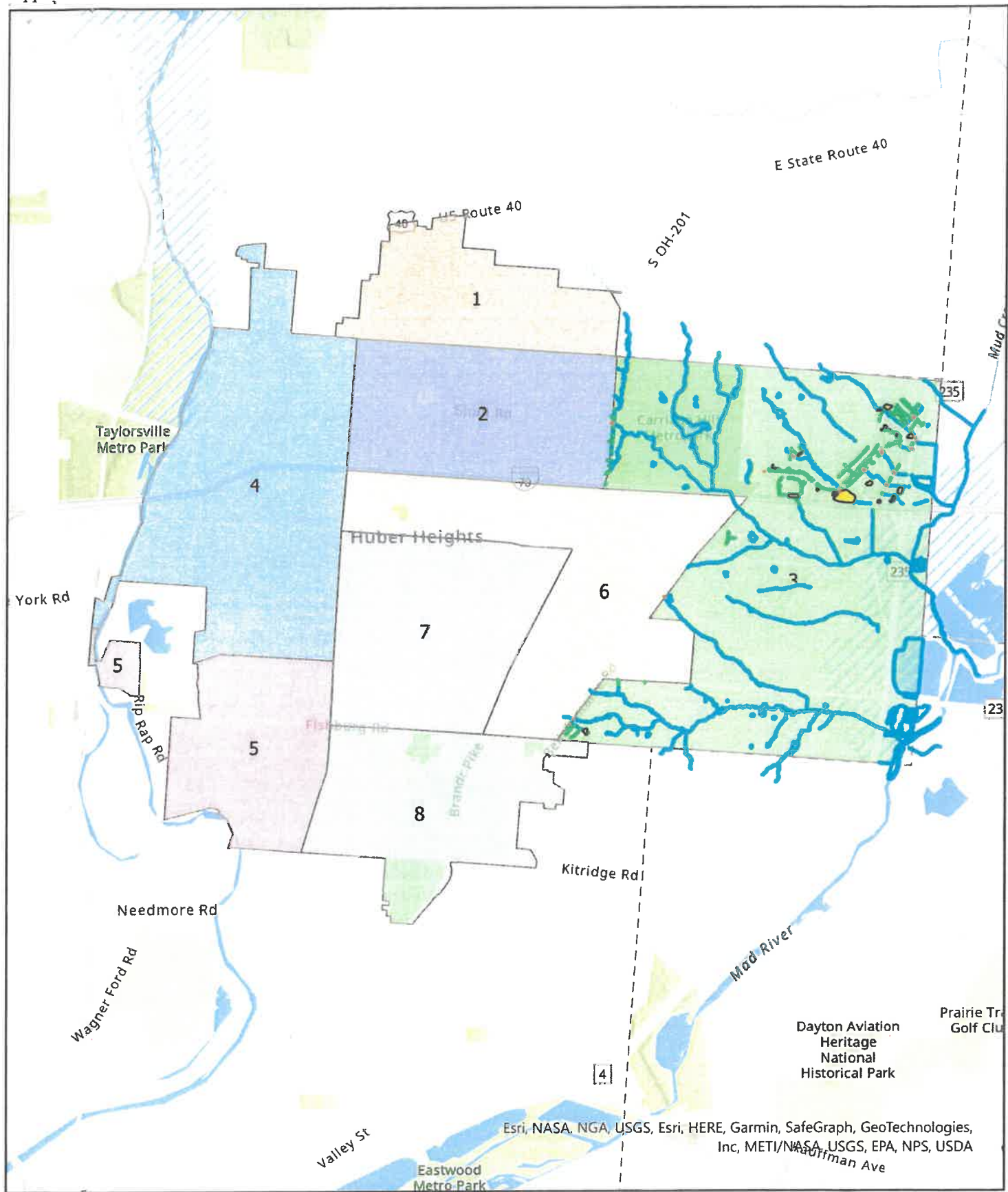
|  |                         |
|--|-------------------------|
|  | District 3 Gravity Main |
|  | District 3 Force Main   |
|  | District 3 Lift Station |

0 0.5 1 2 Miles

1 inch equals 1 miles



## Infrastructure District 3 - Stormwater



|                                                                                                                 |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  District 3 Stormwater Mains |  District 3 Channels |
|  District 3 Rivers           |  District 3 Basins   |
|  District 3 Culverts         |                                                                                                         |

0 0.5 1 2  
Miles

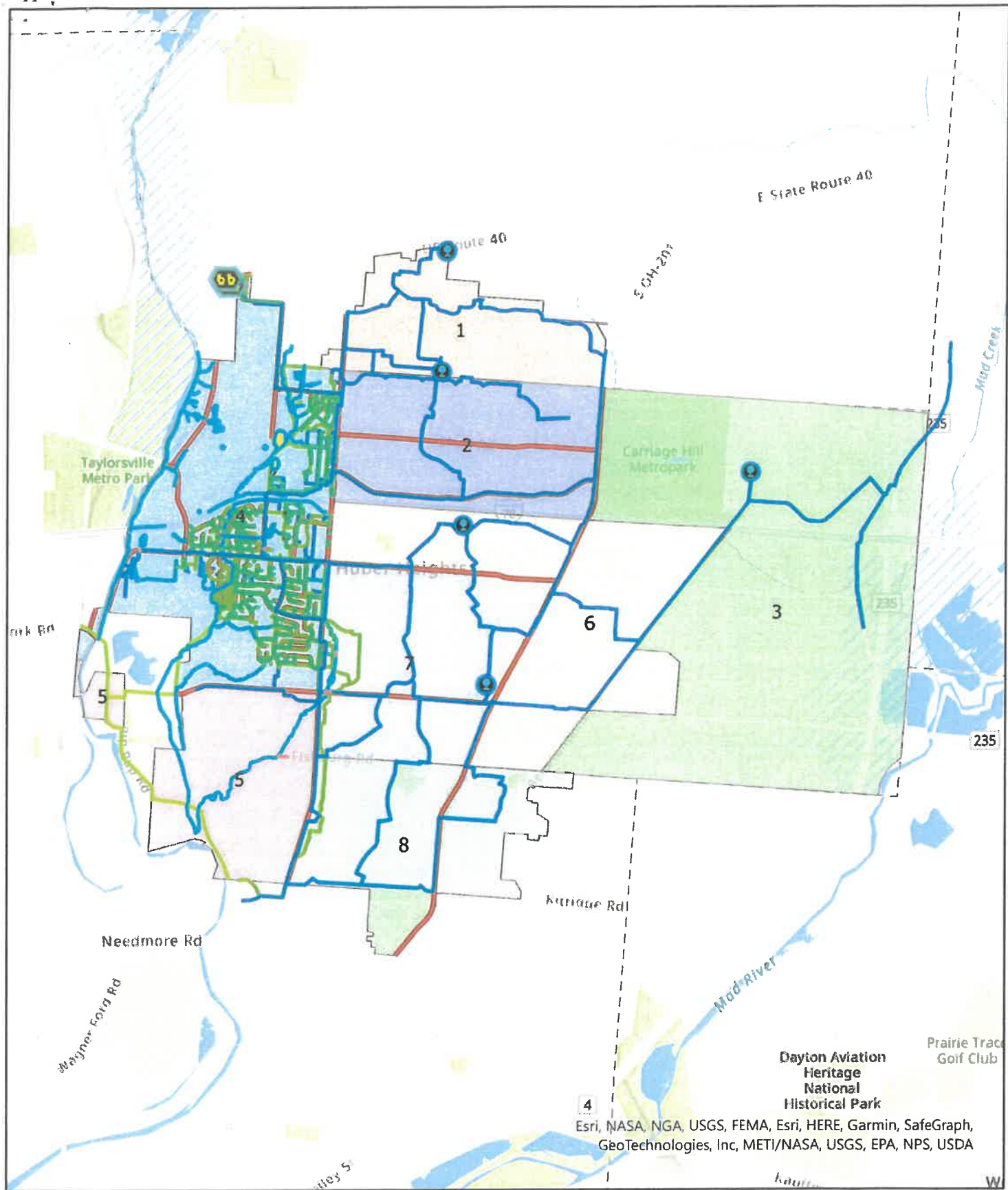
1 inch equals 1 miles



# Appendix D

Infrastructure District 4

## Infrastructure District 4 - Overview



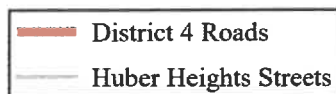
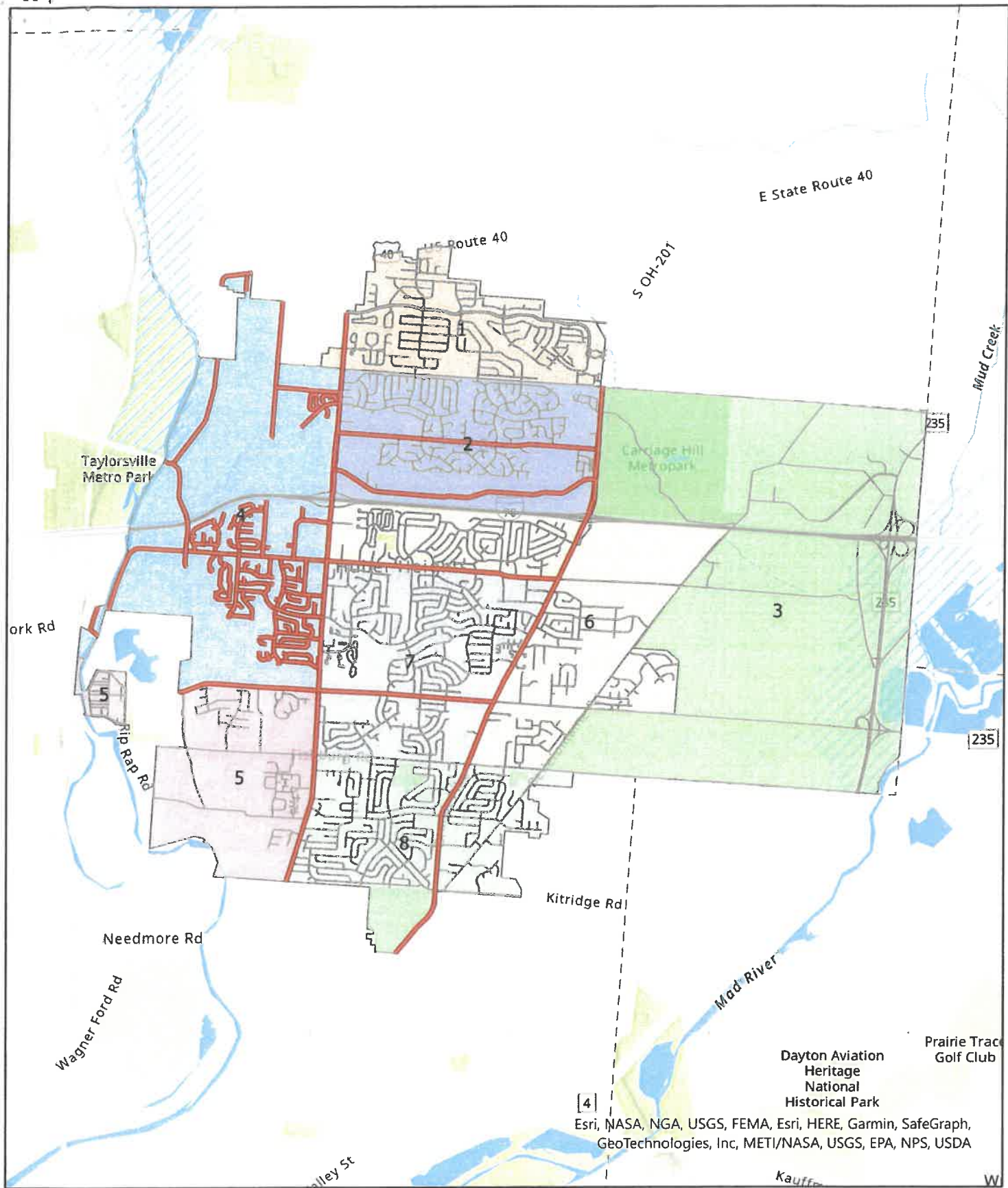
- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| Enclosed Storage Facility           | District 4 Sanitary Gravity Mains   |
| District 4 Lift Stations            | District 4 Force Mains              |
| District 4 Water Distribution Mains | District 4 Tri Cities Gravity Mains |
| District 4 Stormwater Mains         | District 4 Roads                    |
| District 4 Rivers                   | District 4 Basins                   |
| District 4 Culverts                 |                                     |

0 0.5 1 2 Miles

1 inch equals 1 miles



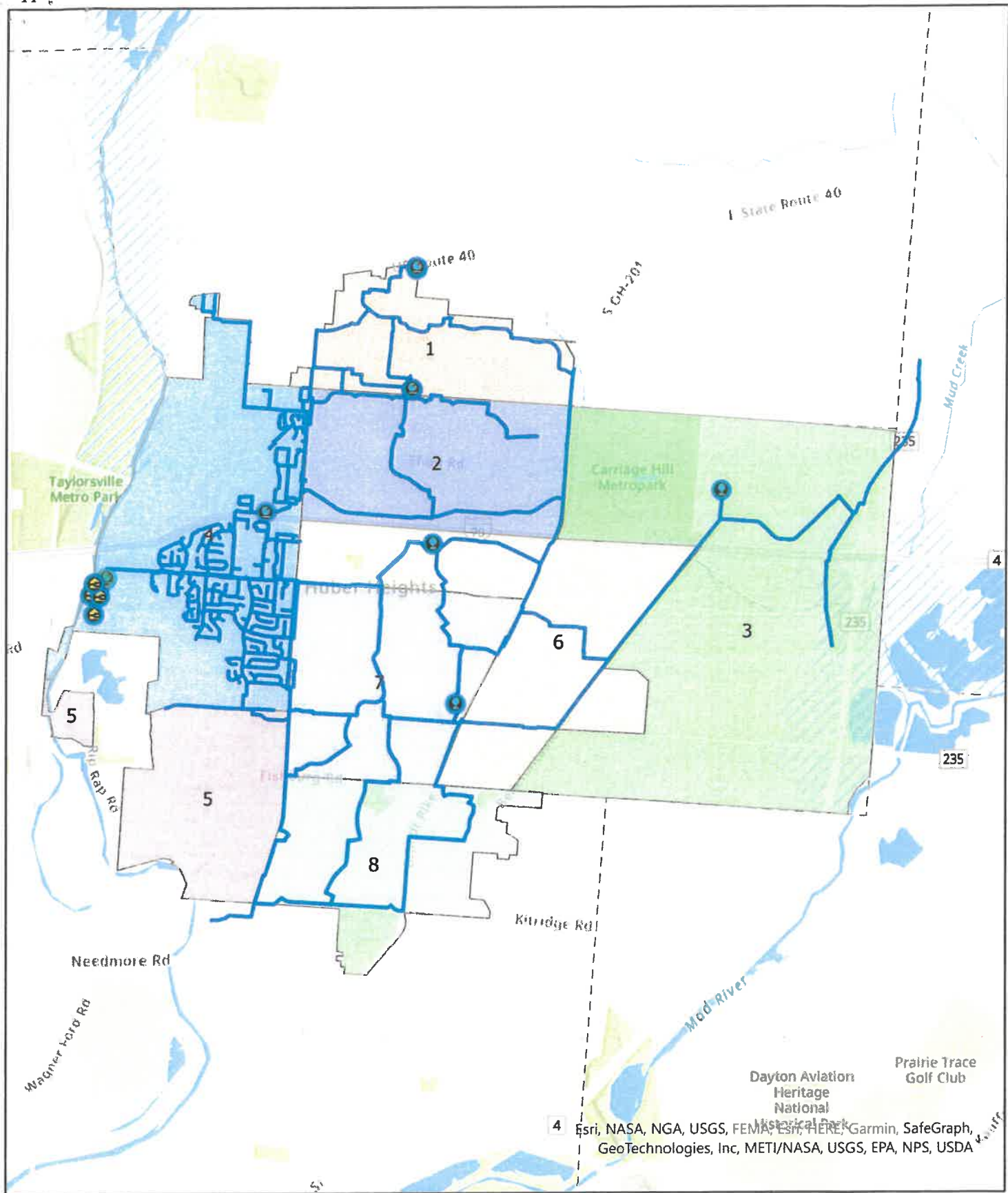
# Infrastructure District 4 - Roads



1 inch equals 1 miles



## Infrastructure District 4 - Water



|  |                           |  |                          |
|--|---------------------------|--|--------------------------|
|  | Enclosed Storage Facility |  | Pump Station             |
|  | Intake                    |  | Storage Basin            |
|  | Meter Station             |  | Treatment Plant          |
|  | Production Well           |  | Water Distribution Mains |

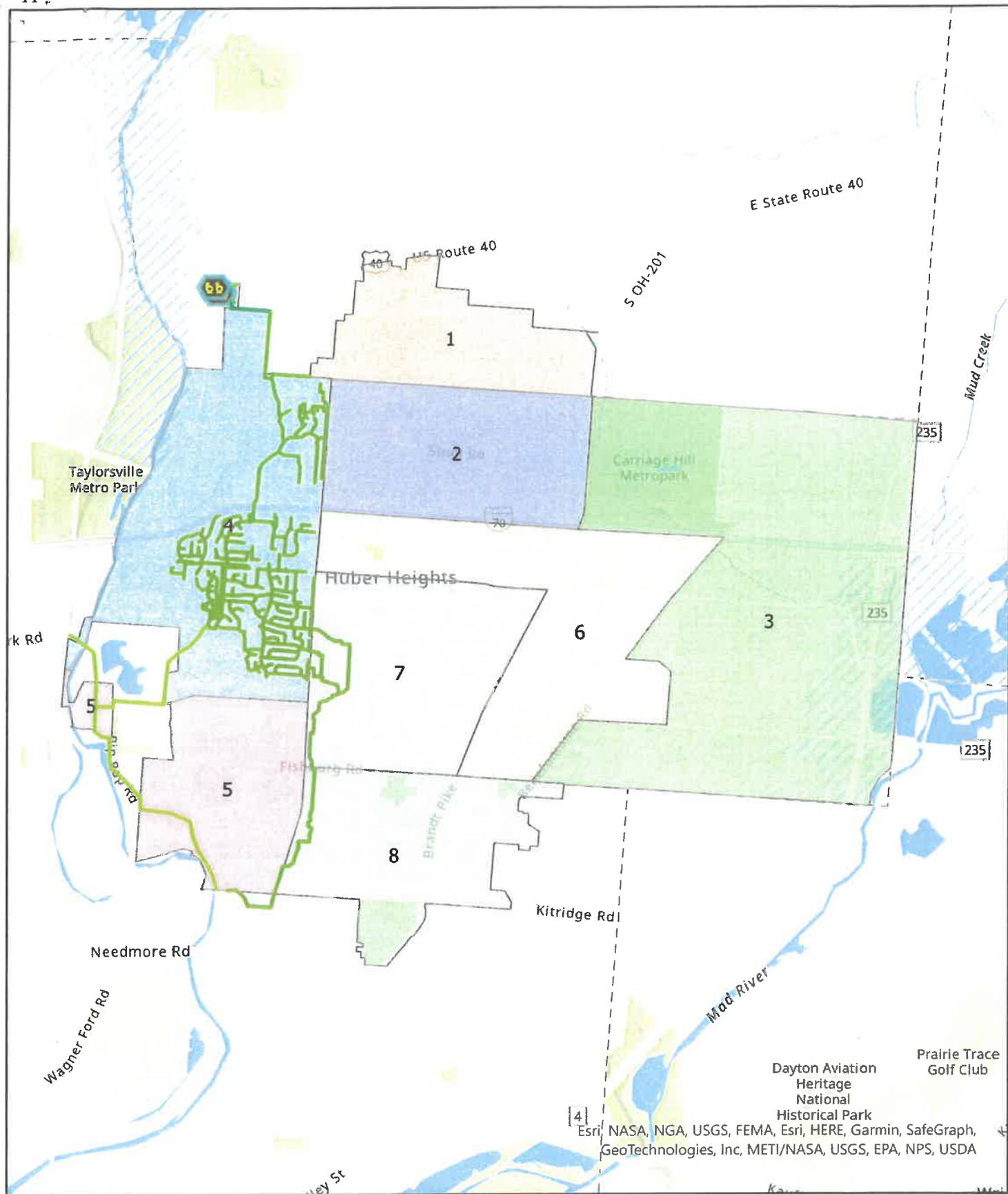
0 0.5 1 2 Miles

1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

## Infrastructure District 4 - Sanitary Sewer



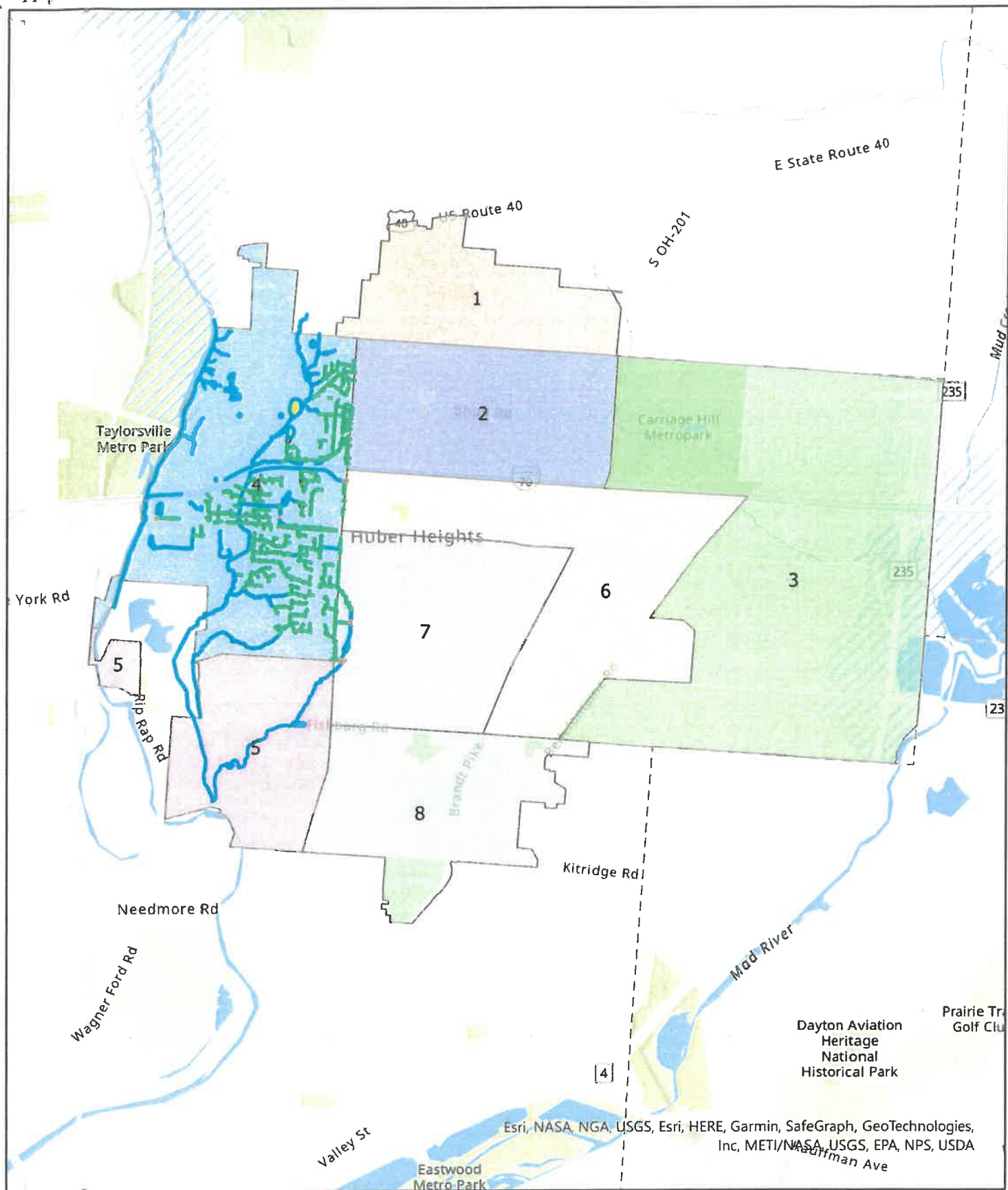
|  |                                     |
|--|-------------------------------------|
|  | District 4 Gravity Mains            |
|  | District 4 Force Mains              |
|  | District 4 Lift Stations            |
|  | District 4 Tri Cities Gravity Mains |

0 0.5 1 2 Miles

1 inch equals 1 miles



## Infrastructure District 4 - Stormwater



|                                                                                                                 |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  District 4 Stormwater Mains |  District 4 Channels |
|  District 4 Rivers           |  District 4 Basins   |
|  District 4 Culverts         |                                                                                                         |

0 0.5 1 2 Miles

1 inch equals 1 miles

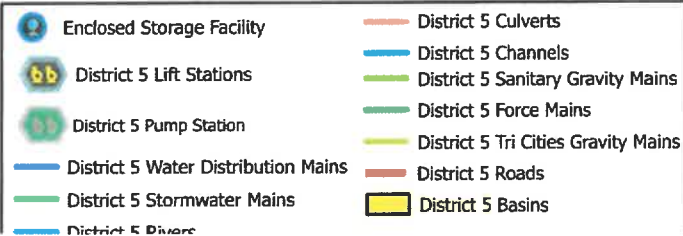
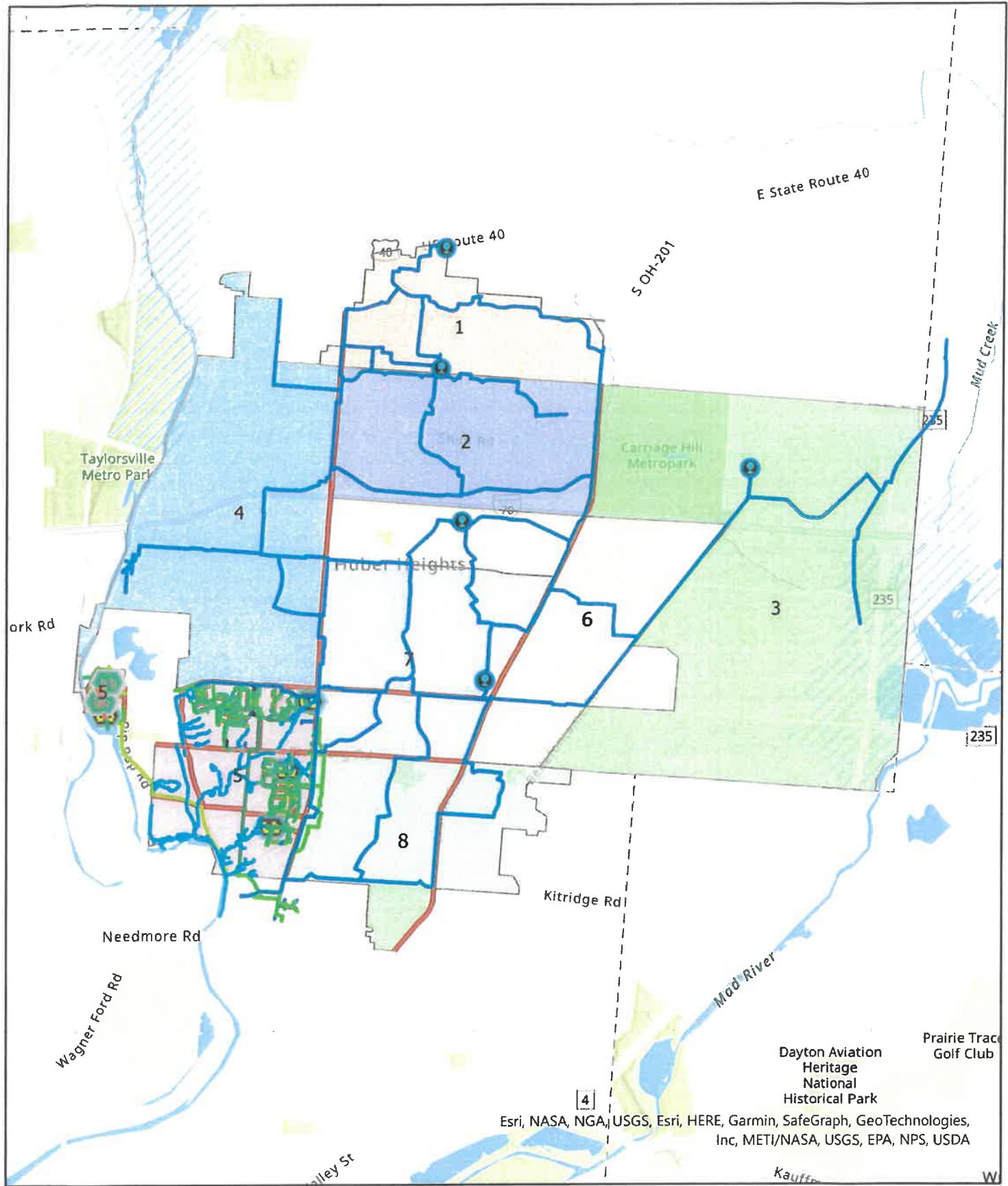


# Appendix E

Infrastructure District 5



## Infrastructure District 5 - Overview



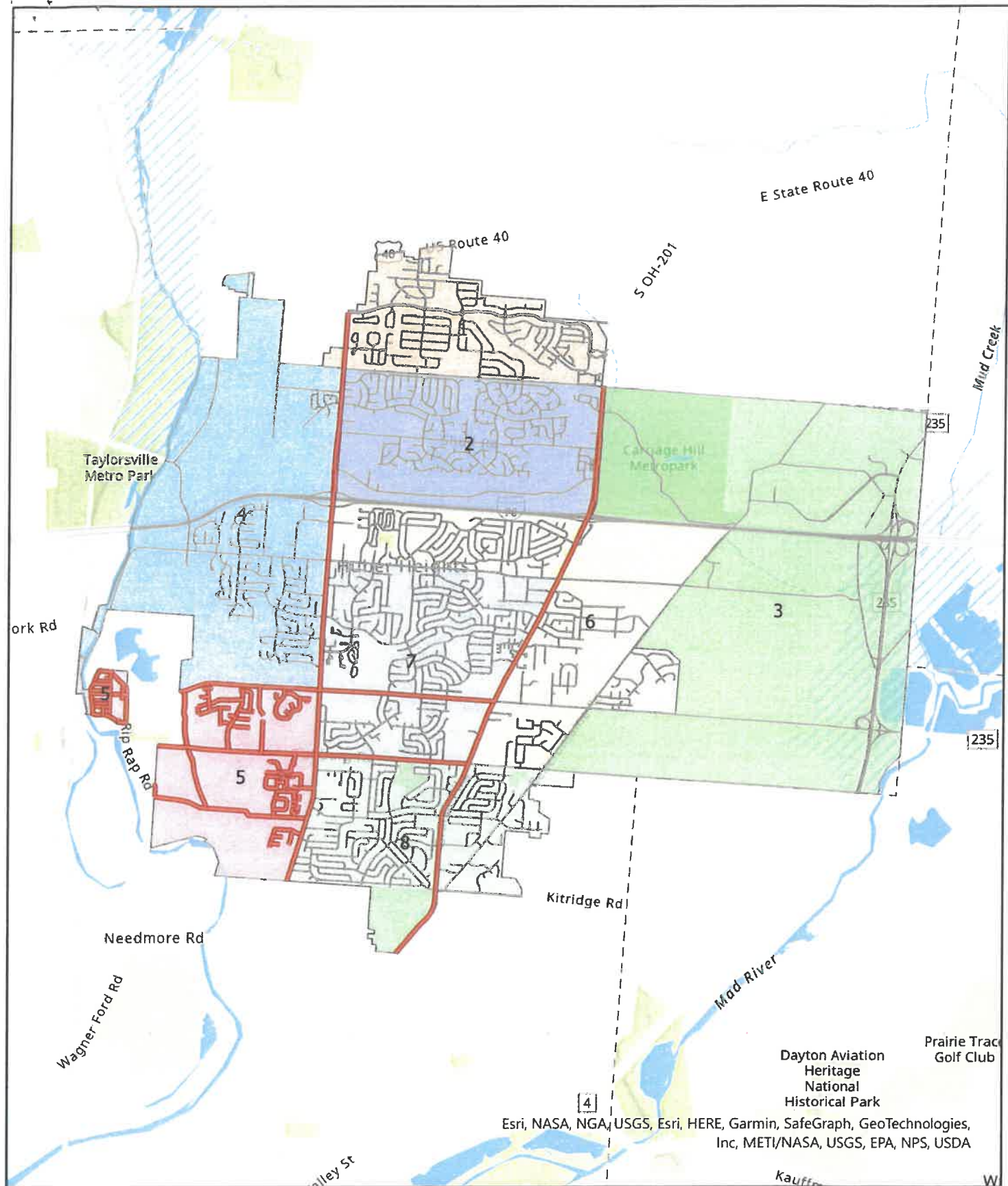
0 0.5 1 2 Miles

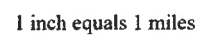
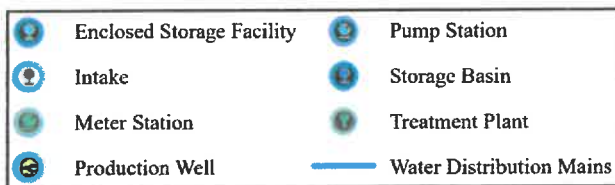
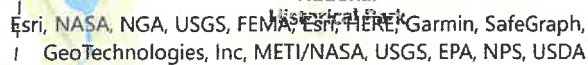
1 inch equals 1 miles



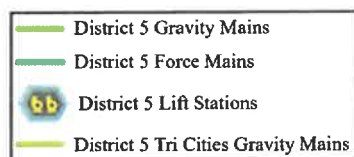
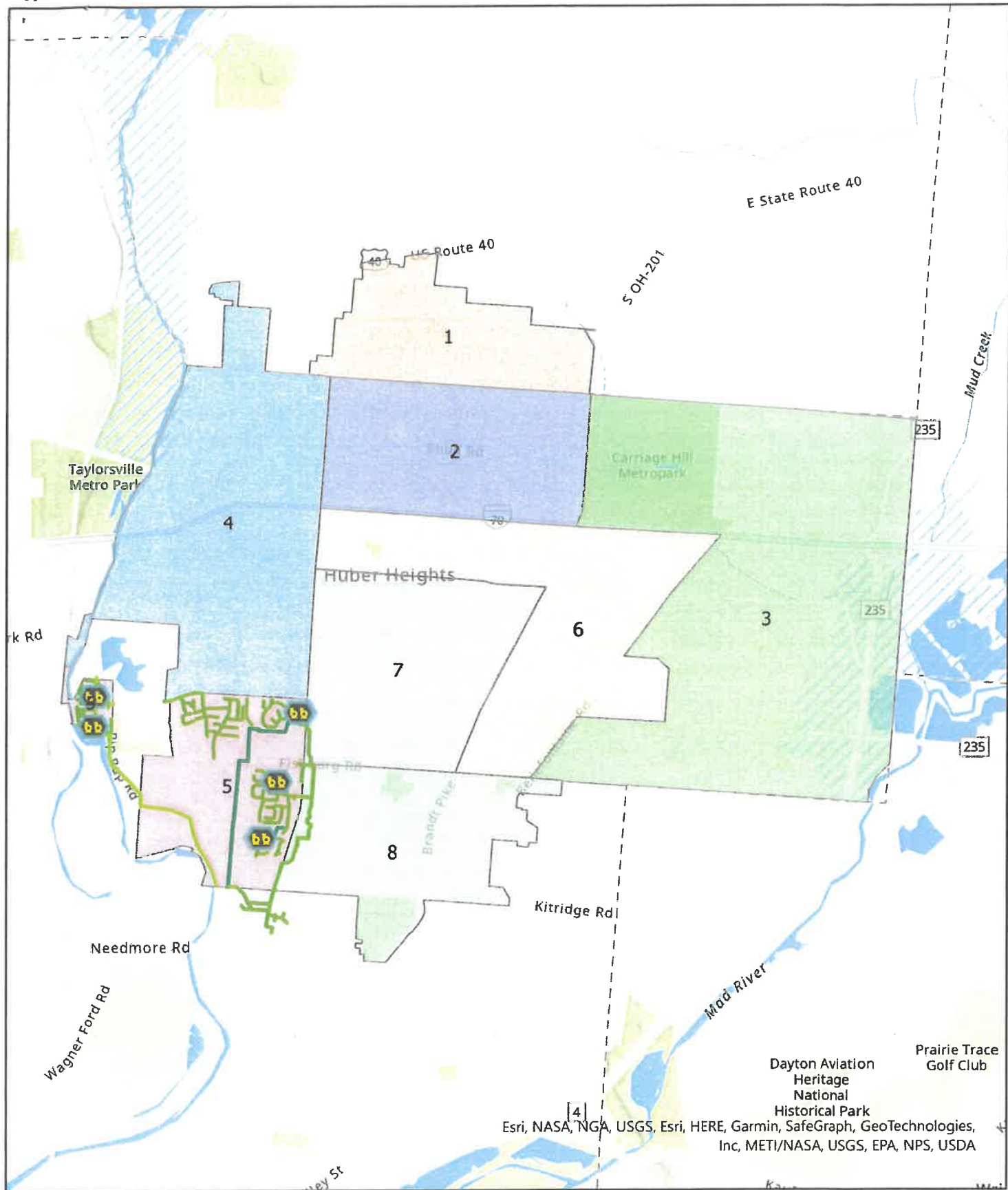
Esri, NASA, NGA, USGS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

## Infrastructure District 5 - Roads





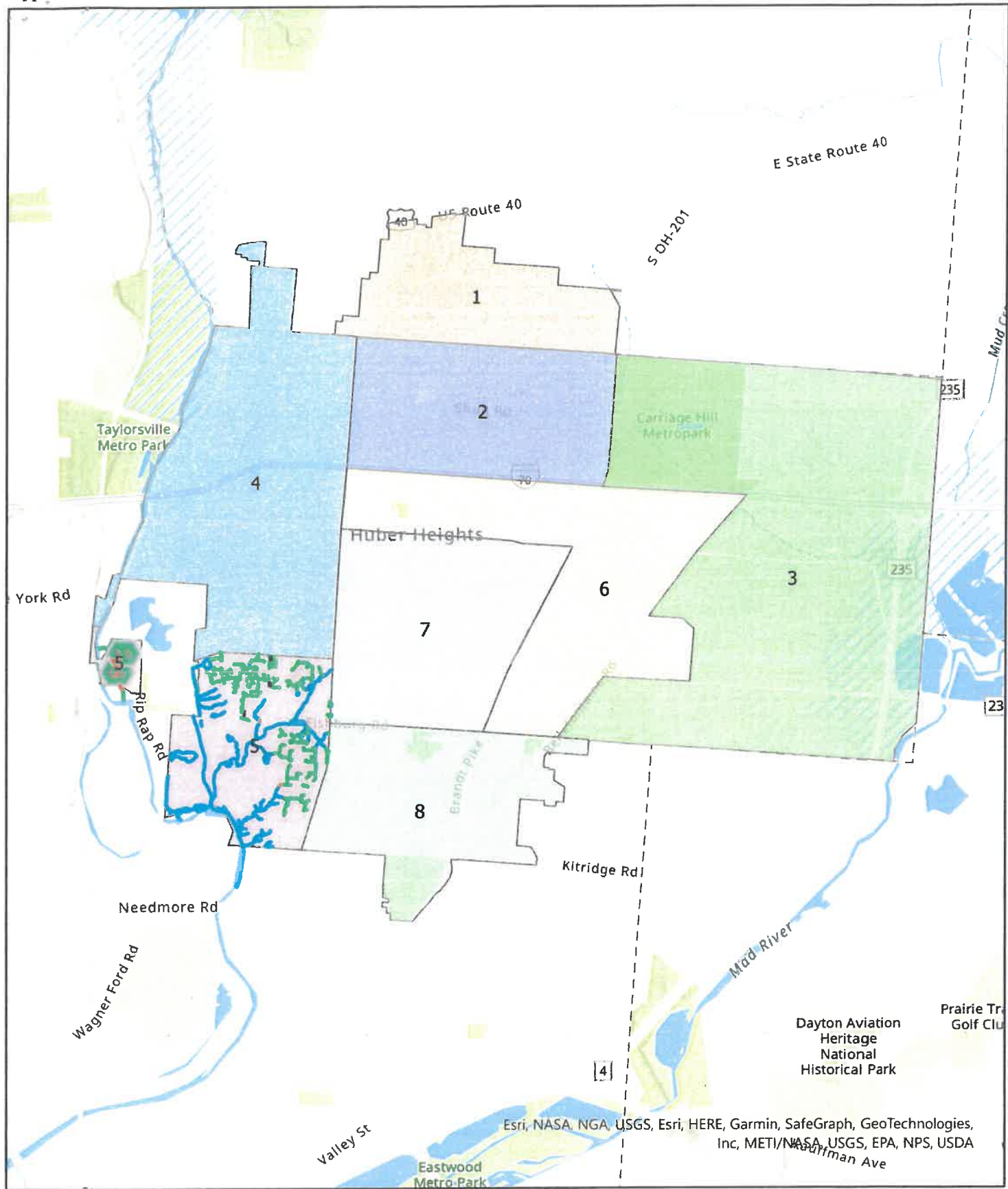
# Infrastructure District 5 - Sanitary Sewer



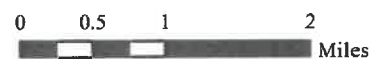
1 inch equals 1 miles



# Infrastructure District 5 - Stormwater



|                                                                                                                 |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  District 5 Stormwater Mains |  District 5 Channels |
|  District 5 Rivers           |  District 5 Basins   |
|  District 5 Culverts         |  Pump Station        |



1 inch equals 1 miles

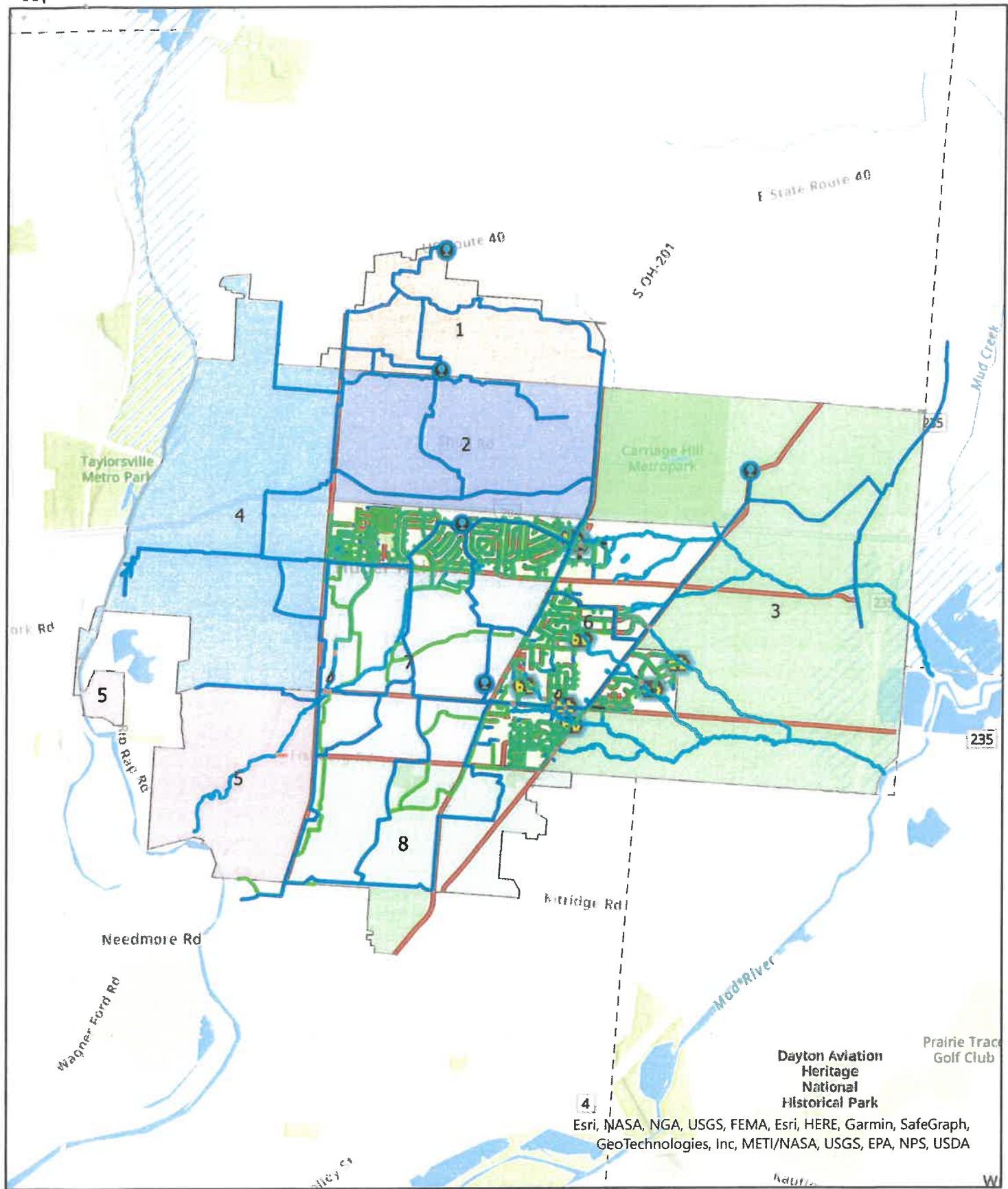


# Appendix F

Infrastructure District 6

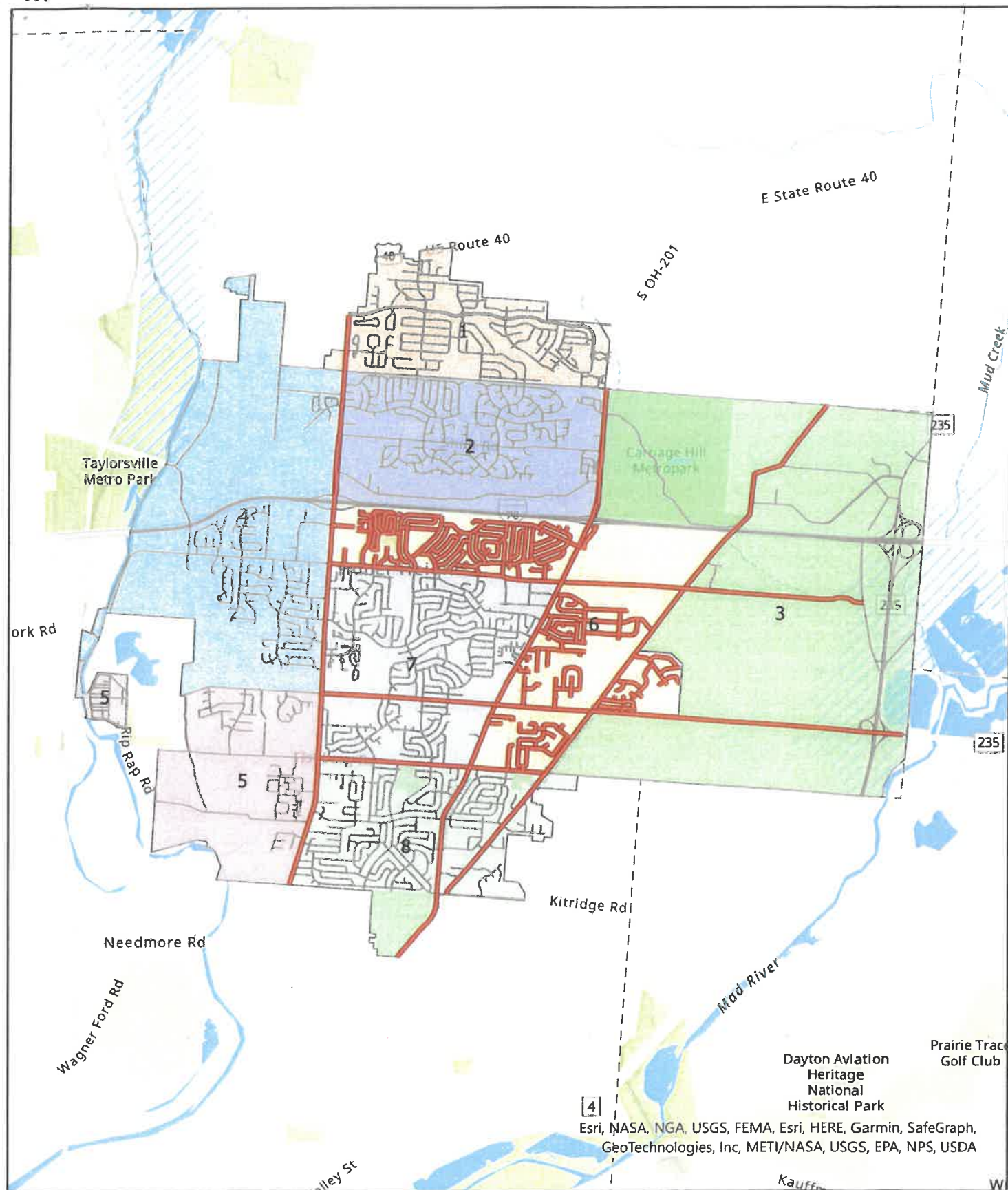


## Infrastructure District 6 - Overview

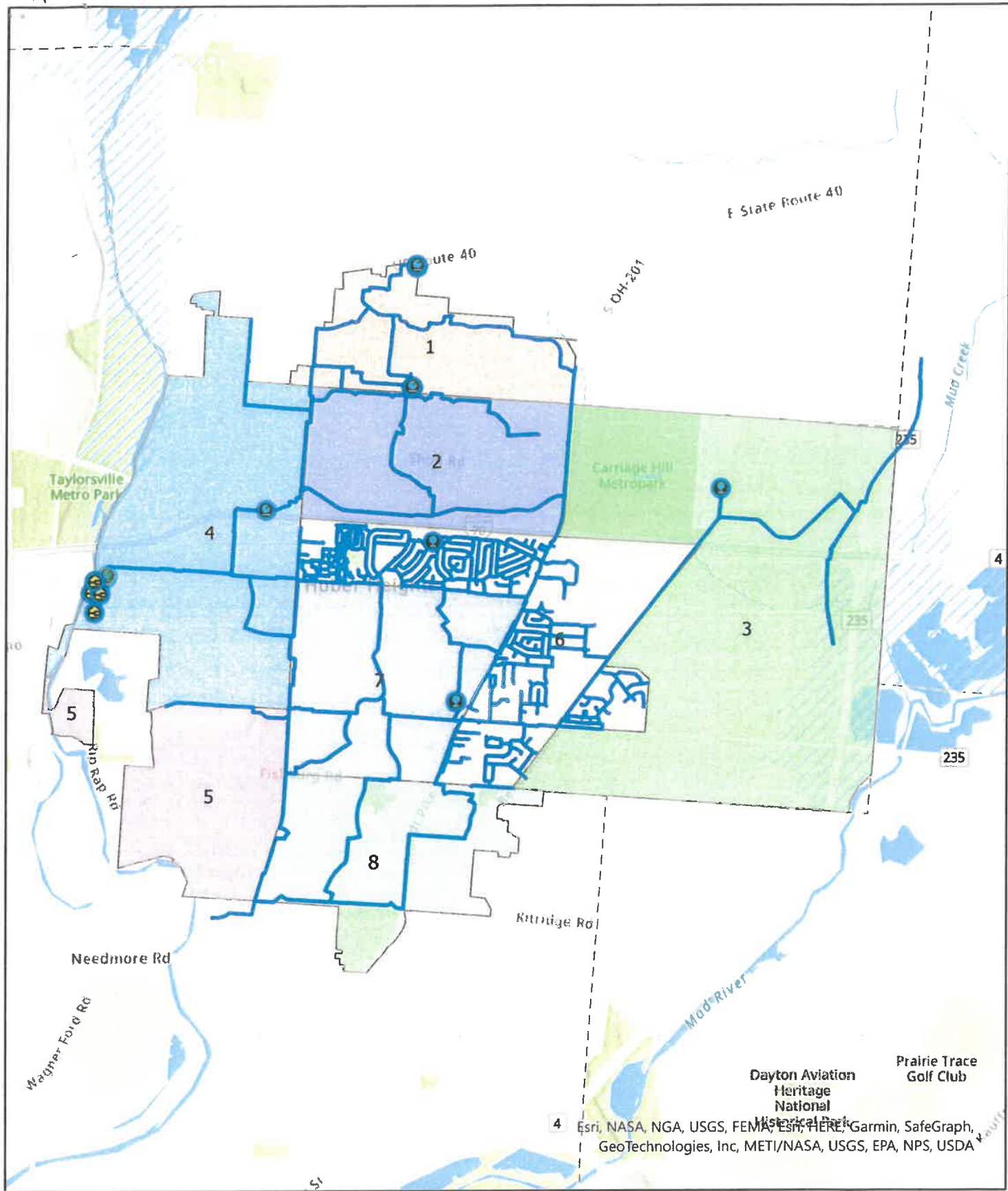


Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

## Infrastructure District 6 - Roads



## Infrastructure District 6 - Water



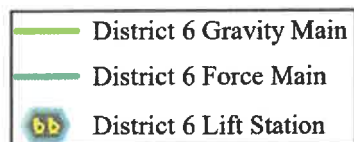
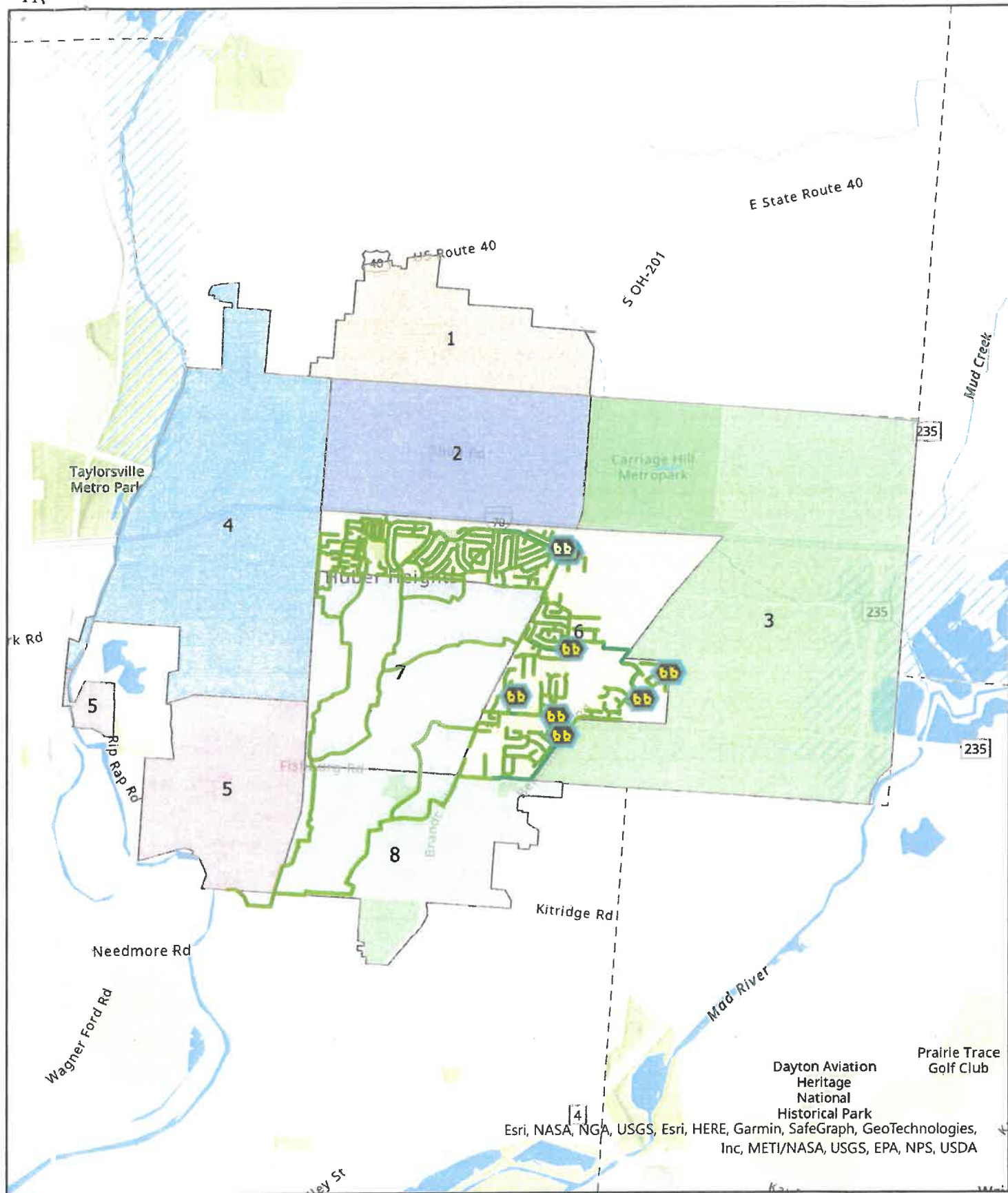
|  |                           |  |                          |
|--|---------------------------|--|--------------------------|
|  | Enclosed Storage Facility |  | Pump Station             |
|  | Intake                    |  | Storage Basin            |
|  | Meter Station             |  | Treatment Plant          |
|  | Production Well           |  | Water Distribution Mains |

0 0.5 1 2 Miles

1 inch equals 1 miles



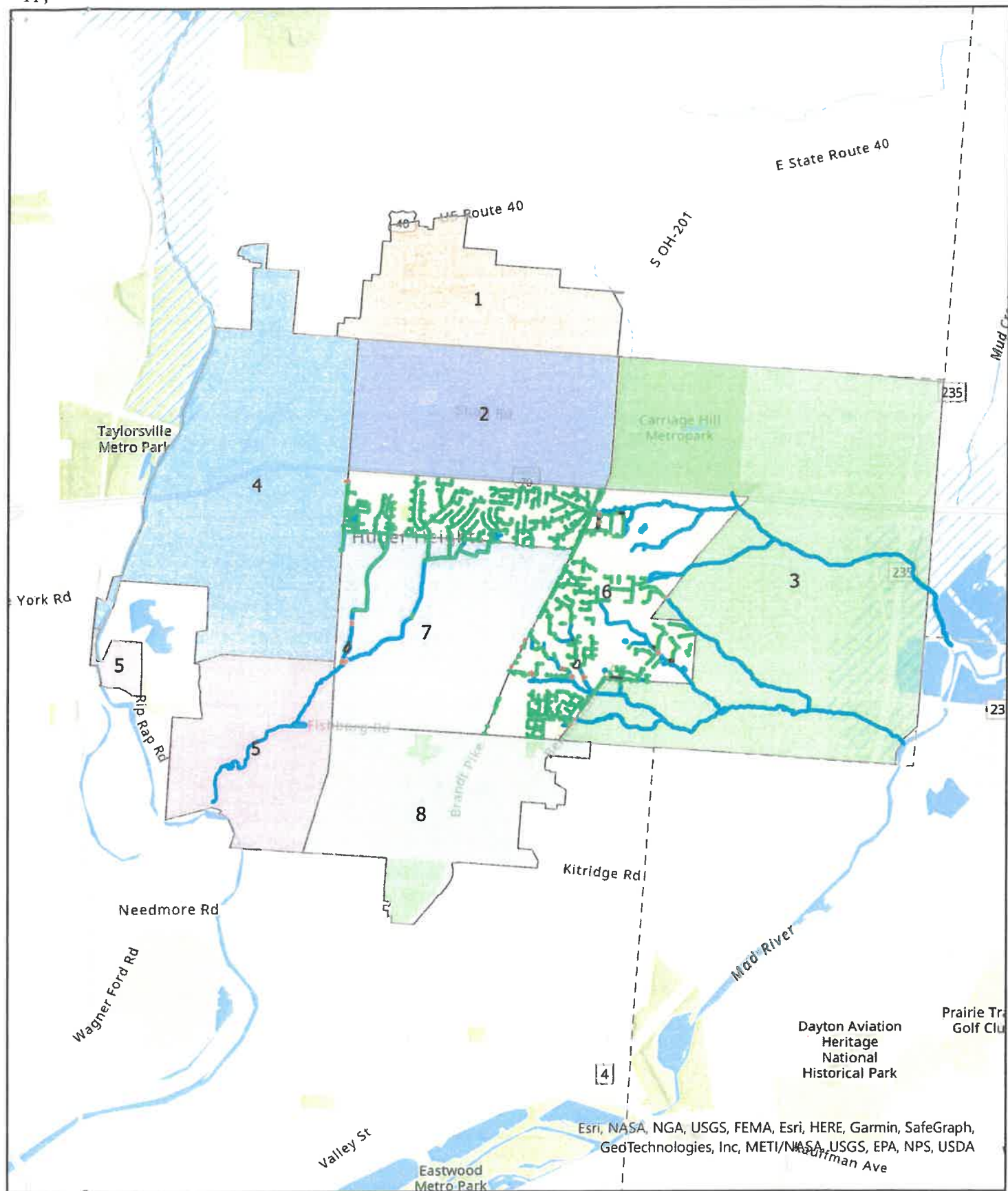
## Infrastructure District 6 - Sanitary Sewer



1 inch equals 1 miles



## Infrastructure District 6 - Stormwater



|                                                                                                                 |                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  District 6 Stormwater Mains |  District 6 Channels |
|  District 6 Rivers           |  District 6 Basins   |
|  District 6 Culverts         |                                                                                                         |

0 0.5 1 2 Miles

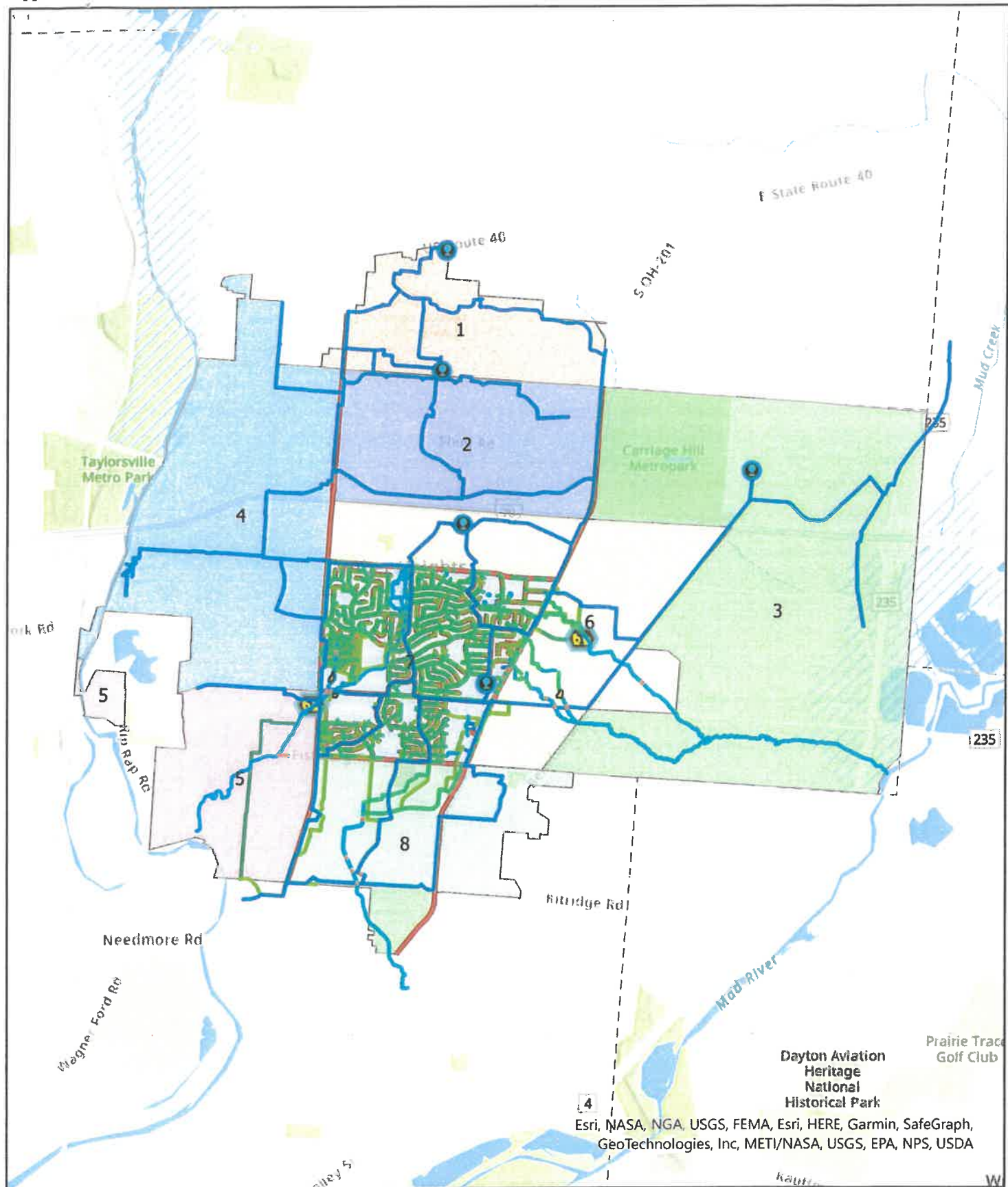
1 inch equals 1 miles



# Appendix G

Infrastructure District 7

## Infrastructure District 7 - Overview



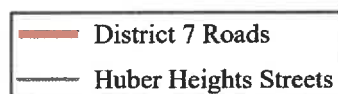
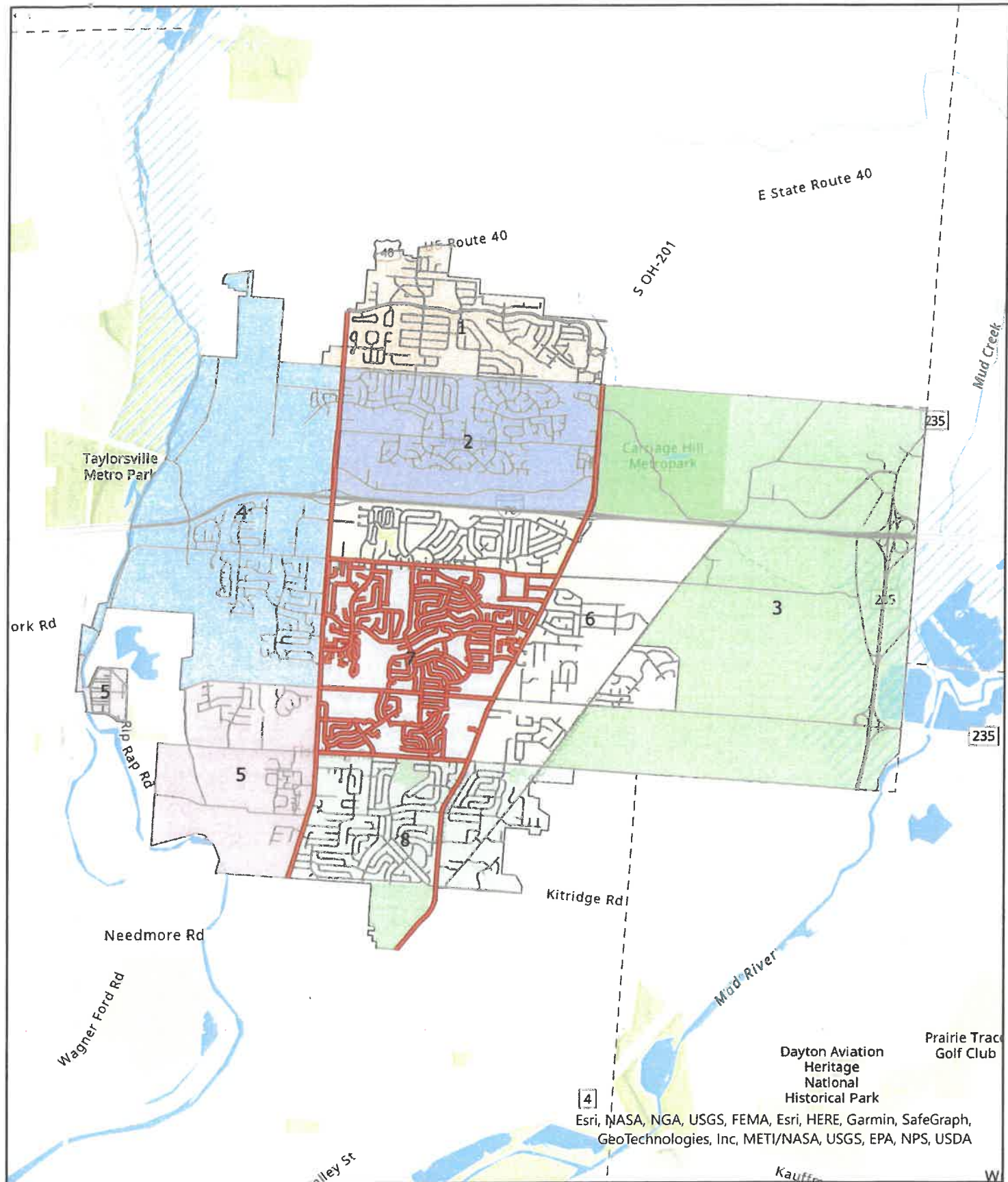
- |                                     |                                  |
|-------------------------------------|----------------------------------|
| Enclosed Storage Facility           | District 7 Force Main            |
| District 7 Lift Station             | District 7 Sanitary Gravity Main |
| District 7 Water Distribution Mains | District 7 Roads                 |
| District 7 Stormwater Mains         | District 7 Basins                |
| District 7 Rivers                   |                                  |
| District 7 Culverts                 |                                  |

0 0.5 1 2 Miles

1 inch equals 1 miles



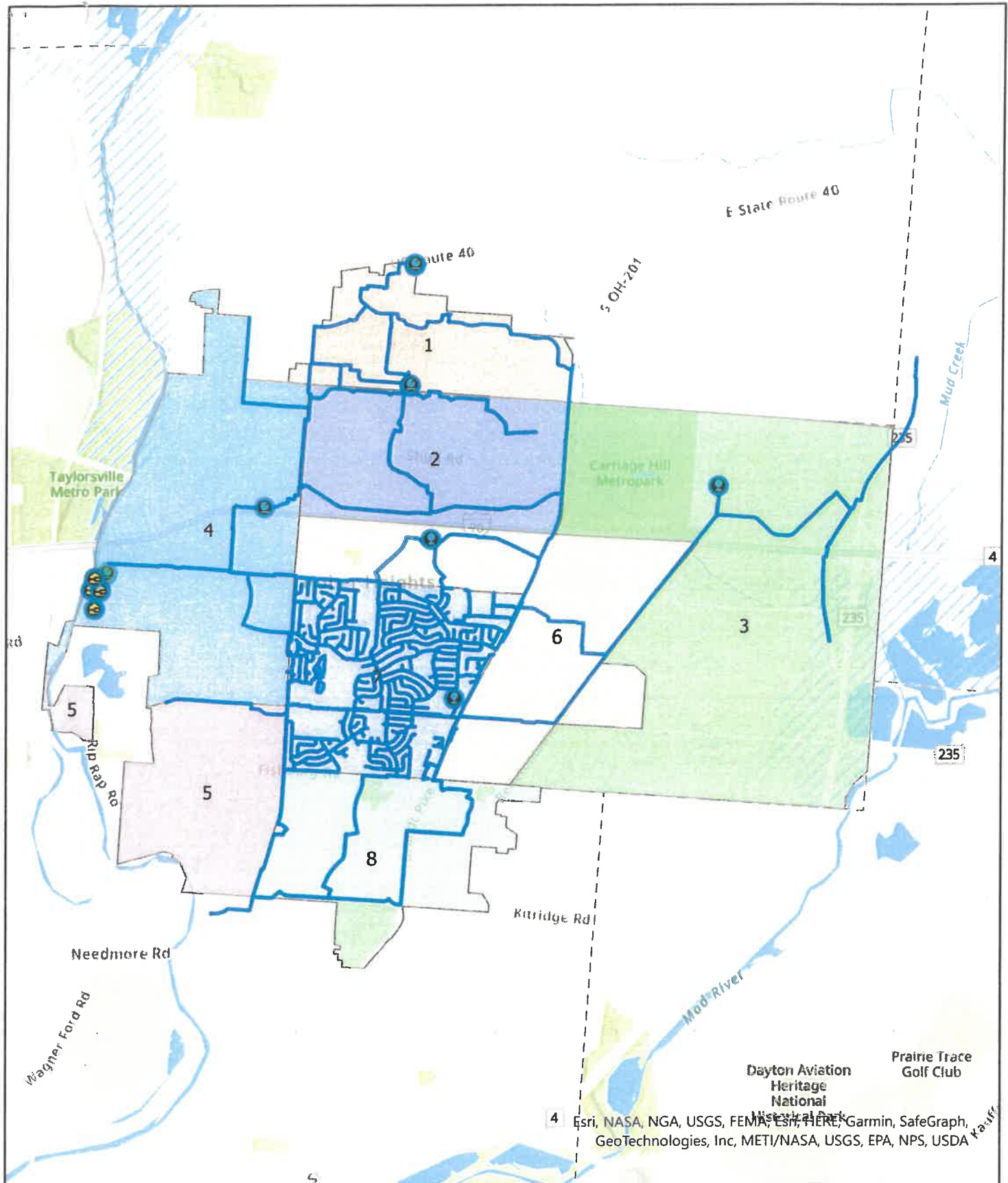
## Infrastructure District 7 - Roads



1 inch equals 1 miles



# Infrastructure District 7 - Water



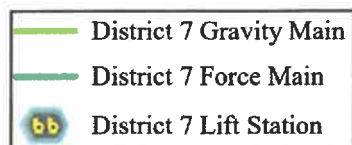
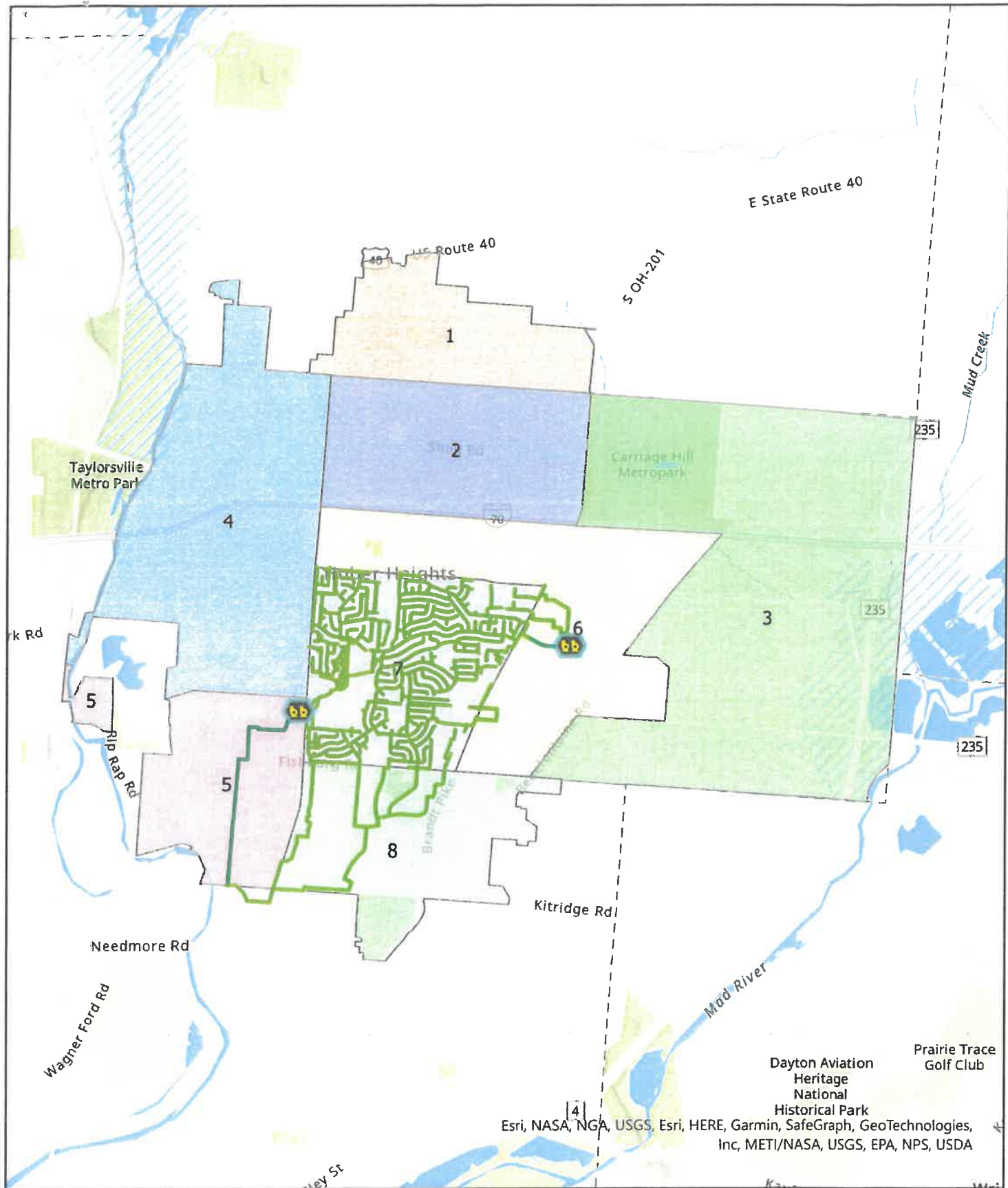
|  |                           |  |                          |
|--|---------------------------|--|--------------------------|
|  | Enclosed Storage Facility |  | Pump Station             |
|  | Intake                    |  | Storage Basin            |
|  | Meter Station             |  | Treatment Plant          |
|  | Production Well           |  | Water Distribution Mains |

0 0.5 1 2 Miles

1 inch equals 1 miles



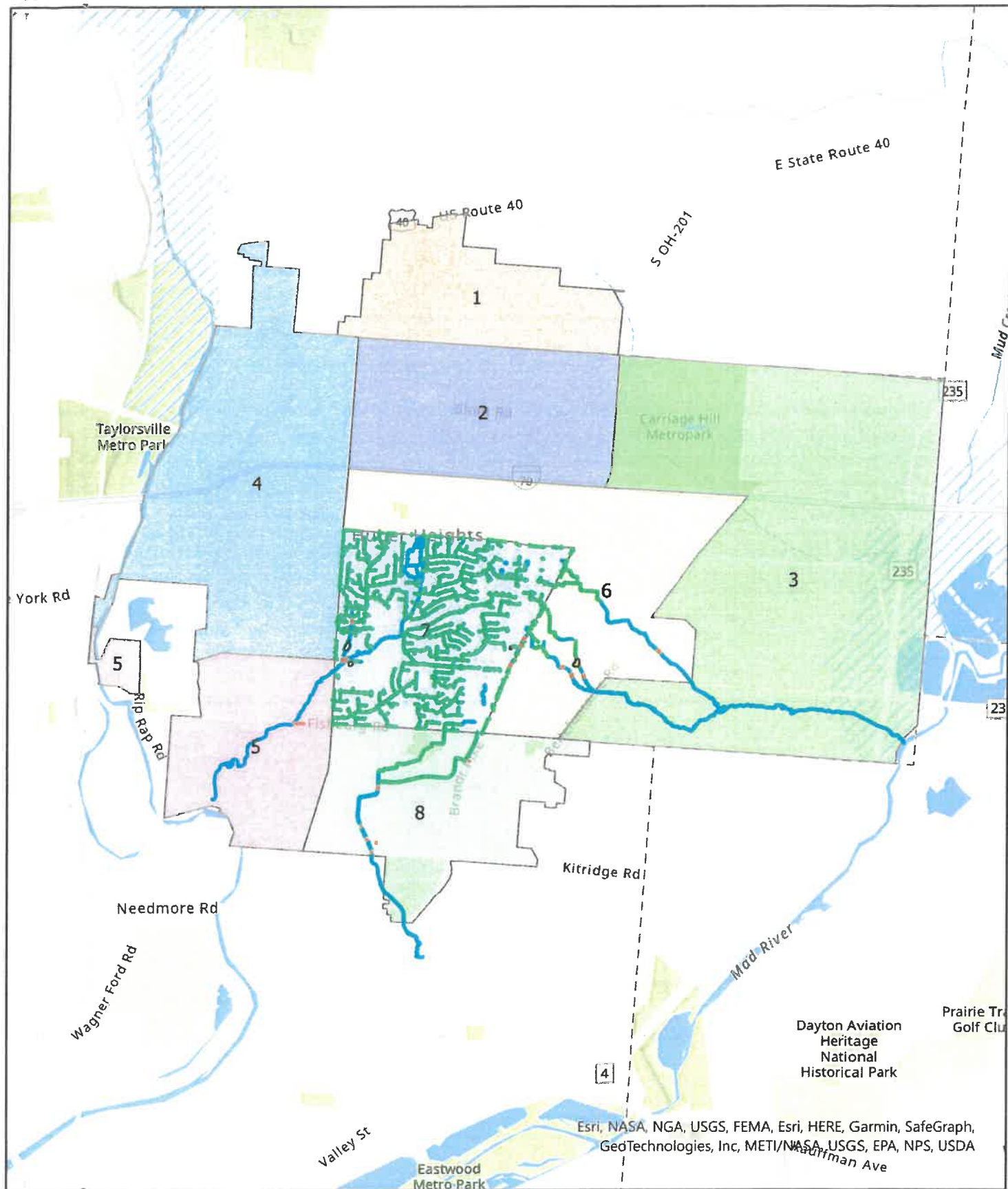
## Infrastructure District 7 - Sanitary Sewer



1 inch equals 1 miles



## Infrastructure District 7 - Stormwater



|                                                                                     |                             |                                                                                     |                     |
|-------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------|---------------------|
|  | District 7 Stormwater Mains |  | District 7 Channels |
|  | District 7 Rivers           |  | District 7 Basins   |
|  | District 7 Culverts         |                                                                                     |                     |

0 0.5 1 2  
Miles

1 inch equals 1 miles



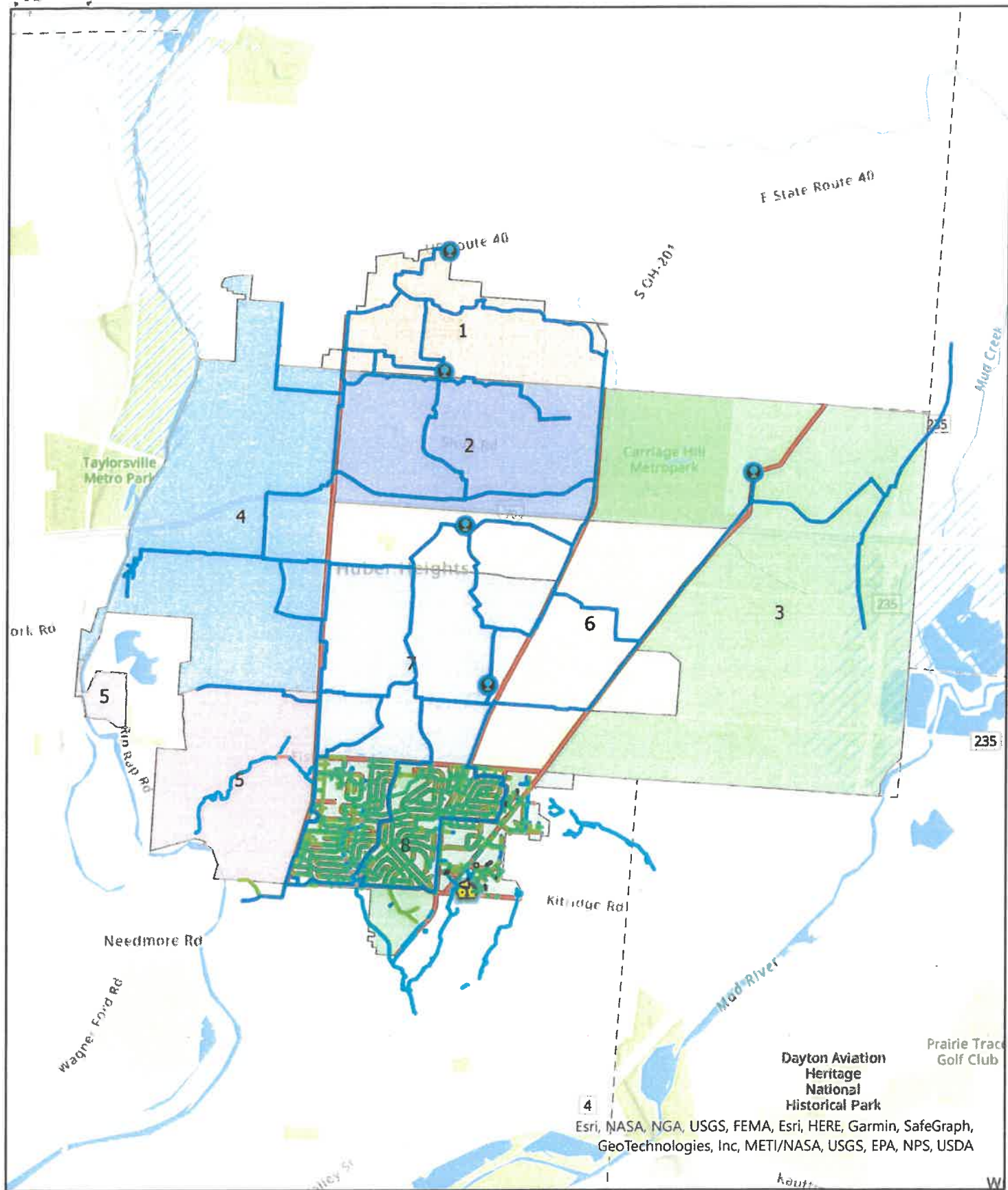


# Appendix H

Infrastructure District 8



## Infrastructure District 8 - Overview



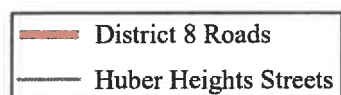
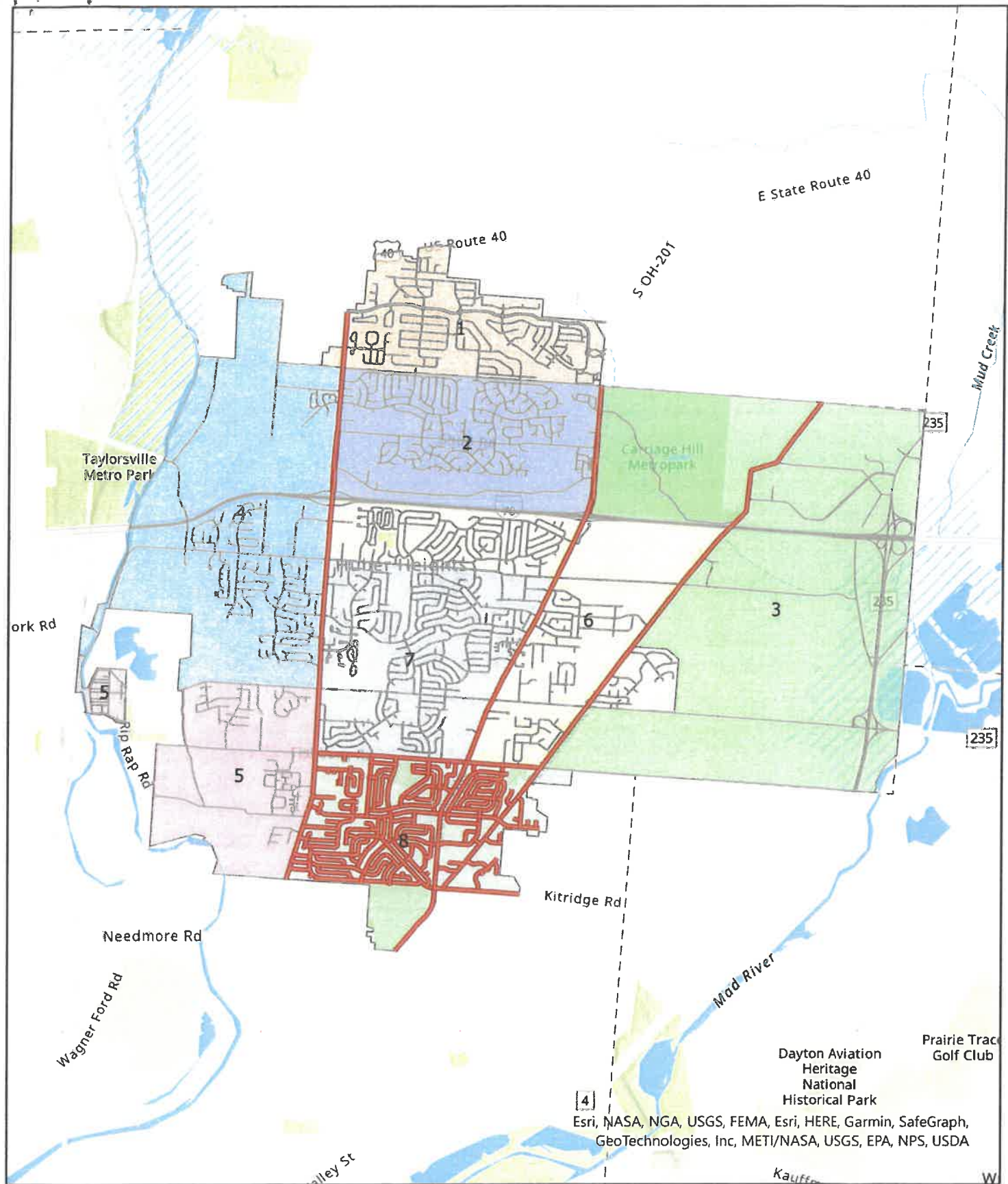
- |                                     |                                  |
|-------------------------------------|----------------------------------|
| Enclosed Storage Facility           | District 8 Force Main            |
| District 8 Lift Station             | District 8 Sanitary Gravity Main |
| District 8 Water Distribution Mains | District 8 Roads                 |
| District 8 Stormwater Mains         | District 8 Basins                |
| District 8 Rivers                   |                                  |
| District 8 Culverts                 |                                  |

0 0.5 1 2 Miles

1 inch equals 1 miles



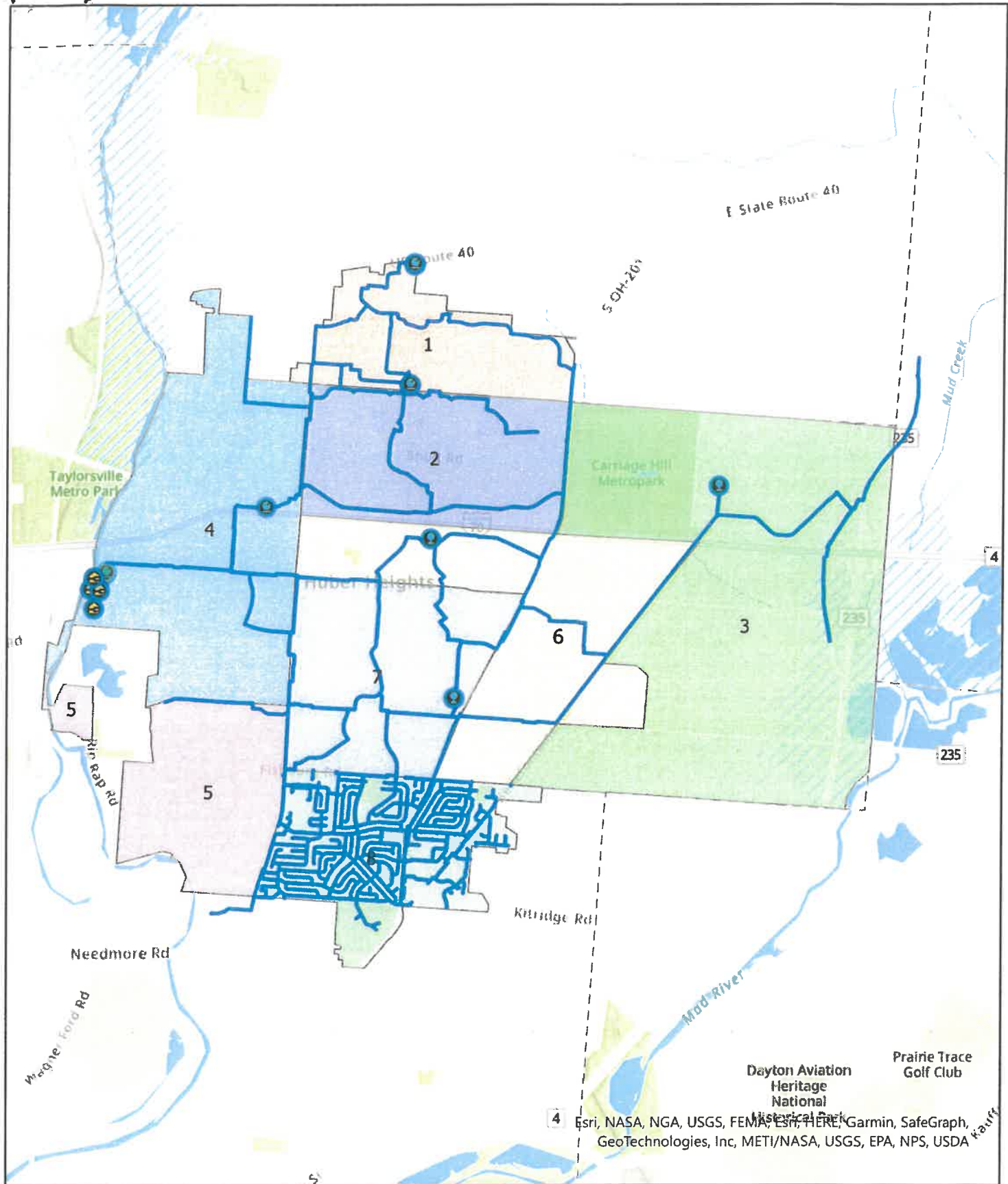
## Infrastructure District 8 - Roads



1 inch equals 1 miles



# Infrastructure District 8 - Water



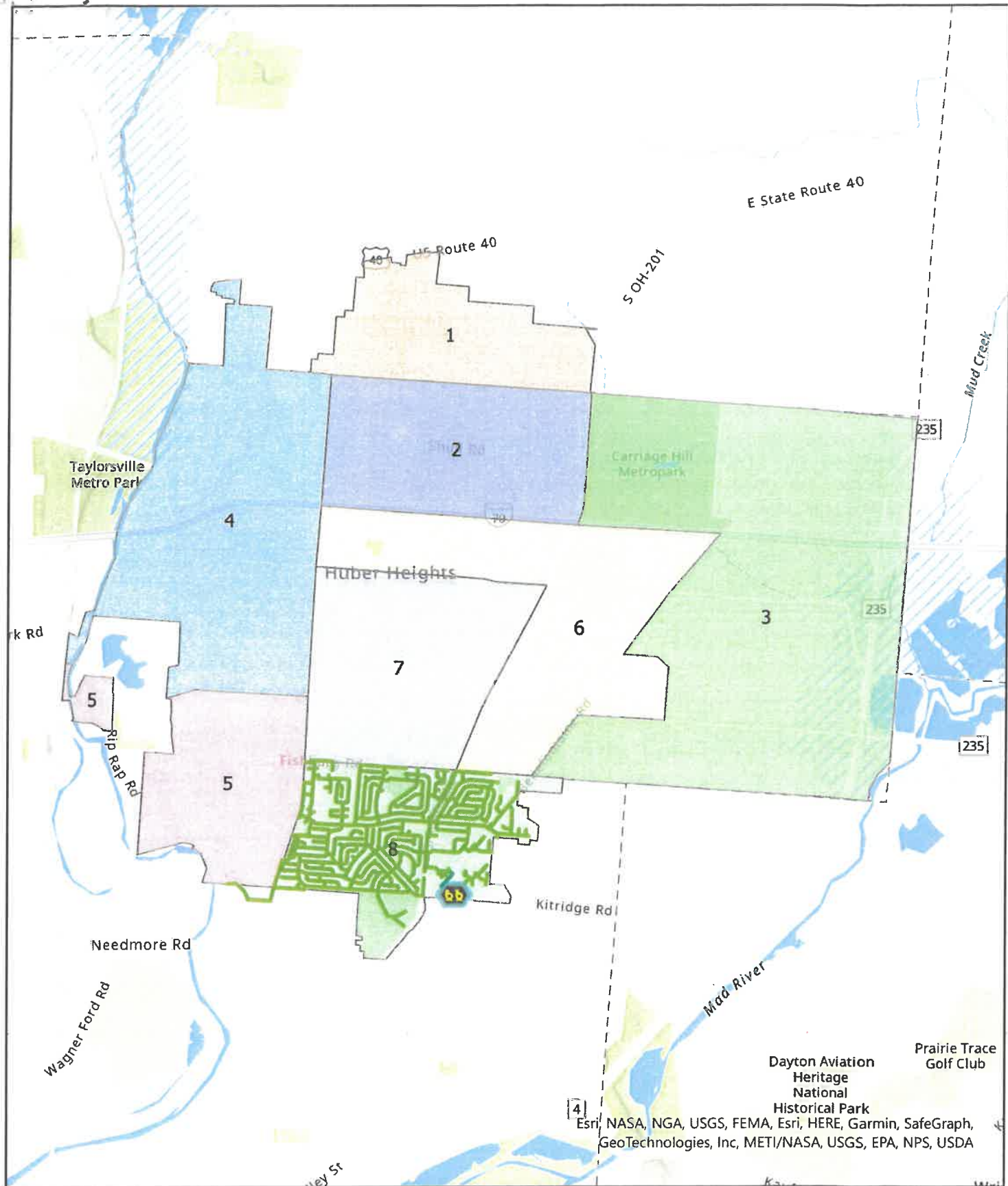
|  |                           |  |                          |
|--|---------------------------|--|--------------------------|
|  | Enclosed Storage Facility |  | Pump Station             |
|  | Intake                    |  | Storage Basin            |
|  | Meter Station             |  | Treatment Plant          |
|  | Production Well           |  | Water Distribution Mains |

0 0.5 1 2 Miles

1 inch equals 1 miles



## Infrastructure District 8 - Sanitary Sewer



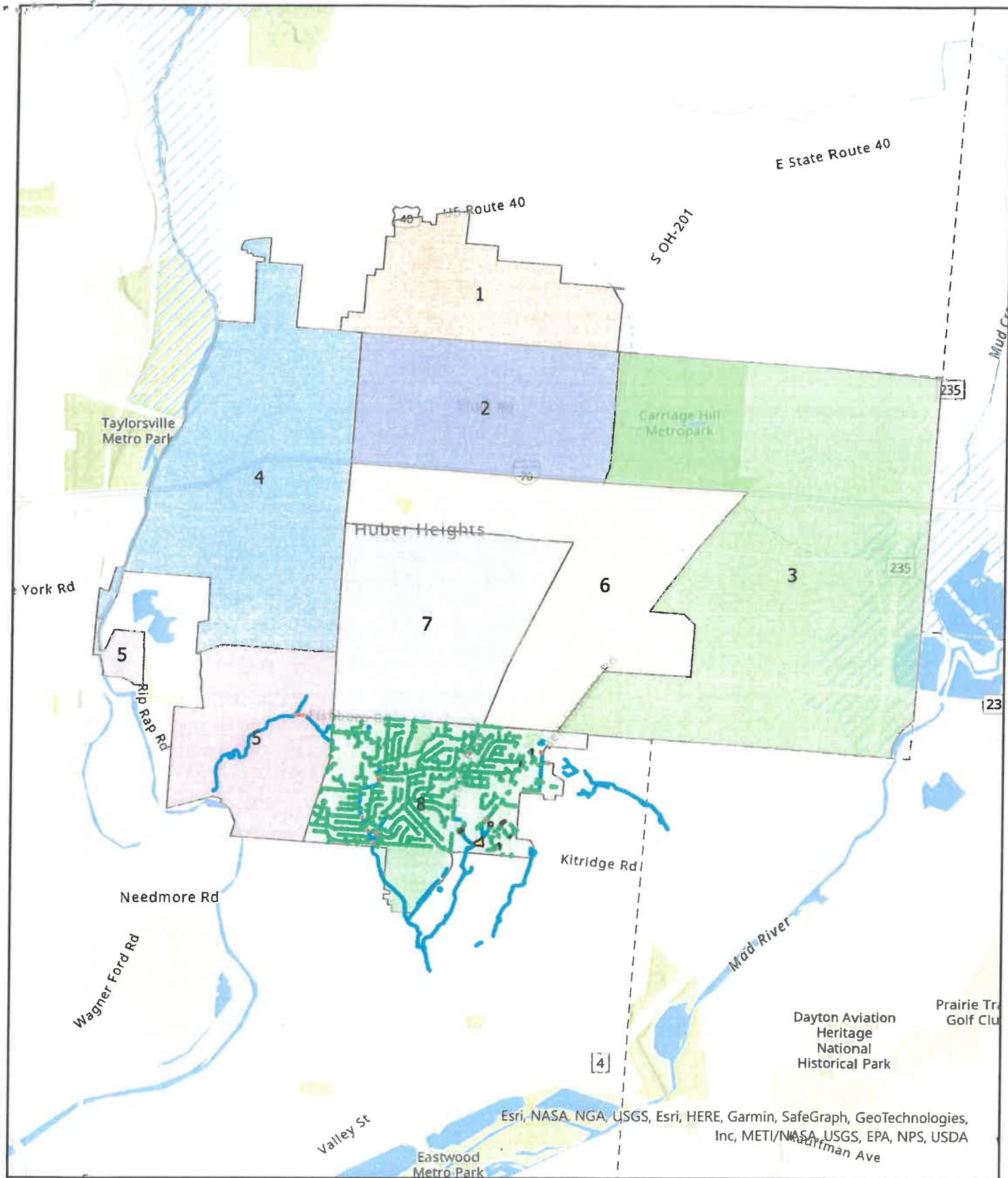
- District 8 Gravity Main
- District 8 Force Main
- bb District 8 Lift Station

0 0.5 1 2  
Miles

1 inch equals 1 miles



# Infrastructure District 8 - Stormwater



|  |                             |  |                     |
|--|-----------------------------|--|---------------------|
|  | District 8 Stormwater Mains |  | District 8 Channels |
|  | District 8 Rivers           |  | District 8 Basins   |
|  | District 8 Culverts         |  |                     |

0 0.5 1 2 Miles

1 inch equals 1 miles



**AI-10633**

**Topics Of Discussion**     G.

**Council Work Session**

**Meeting Date:** 02/04/2025

Water Line Extensions/Tap In District - Bellefontaine Road Area

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session     **Date(s) of Committee Review:** 01/21/2025 and 02/04/2025

**Audio-Visual Needs:** None     **Legal Review:** In Process

**Emergency Legislation?:** No     **Motion/Ordinance/  
Resolution No.:**

---

**Agenda Item Description or Legislation Title**

Water Line Extensions/Tap In District - Bellefontaine Road Area

**Purpose and Background**

The agenda item is for continued discussion regarding water line extensions and the creation of a Tap In District for residents in the Bellefontaine Road area.

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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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