



CITY OF KETTERING

DONALD E. PATTERSON, MAYOR • TONY KLEPACZ, VICE MAYOR
BRUCE E. DUKE • JACQUE FISHER • BILL LAUTAR • ROBERT SCOTT • JOSEPH D. WANAMAKER

KETTERING COUNCIL AGENDA

October 27, 2020

Kettering Government Center- South Building
3600 Shroyer Road Kettering, Ohio 45429

****NOTE: DUE TO THE COVID-19 PANDEMIC, CITIZENS WISHING TO SPEAK TO CITY COUNCIL ARE ENCOURAGED TO REGISTER TO SPEAK PRIOR TO THE START OF THE COUNCIL MEETING TO ENSURE SAFE SOCIAL DISTANCING RULES AND PRACTICES ARE FOLLOWED. CITIZENS WISHING TO SPEAK SHOULD CONTACT THE CLERK OF COUNCIL'S OFFICE BY PHONE AT (937) 296-2416 DURING NORMAL BUSINESS HOURS OR SEND AN EMAIL TO KETTERINGMAYORCOUNCIL@KETTERINGOH.ORG TO REGISTER TO SPEAK. REGISTRATION SHEETS WILL ALSO BE AVAILABLE AT THE ENTRANCE OF THE GOVERNMENT CENTER PRIOR TO THE START OF THE CITY COUNCIL MEETING.**

6:00 P.M. **WORKSHOP** Deeds Room
7:30 P.M. **REGULAR MEETING** Council Chambers

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF MINUTES

October 13, 2020- Council Meeting & Workshop Minutes

PROCLAMATIONS, SPECIAL PRESENTATIONS, AWARDS, SPECIAL RESOLUTIONS, APPOINTMENTS TO BOARDS AND COMMISSION

Proclamation Extra Mile Day
Proclamation National Arts and Humanities Month
Presentation State of the Arts Video

PUBLIC HEARINGS

PUBLIC COMMENT ON LEGISLATION

(5 Minute Limit per Speaker)

ORDINANCES IN SECOND READING

RESOLUTIONS

1. Authorizing the City Manager to enter into an agreement to provide public safety dispatch services to Miami Township.

2. To make supplemental appropriations for current expenses and other expenditures of the City of Kettering, State of Ohio, during the fiscal year ending December 31, 2020.

ORDINANCES IN FIRST READING

CERTIFICATIONS AND PETITIONS

MANAGER'S REPORT/COMMUNITY UPDATE

OTHER BUSINESS NOT ON WRITTEN AGENDA

Audience Participation (5 Minute Limit per Speaker)

CITY COUNCIL REPORT/UPDATE

The City of Kettering wishes to make certain that all citizens have the opportunity to actively participate in their local government. If you have a disability and require accommodations to participate in a Council meeting, please contact the Clerk of Council at 296-2416 so that reasonable modifications can be made.

KETTERING CITY CALENDAR
2020

October 26	7:00 p.m. 7:30 p.m.	Board of Zoning Appeals Sister Cities
October 27	6:00 p.m. 7:30 p.m.	Council Workshop City Council Meeting
November 2	7:00 p.m.	Planning Commission
November 9	7:00 p.m.	Board of Zoning Appeals
November 10	4:00 p.m. 6:00 p.m. 7:30 p.m.	Partners for Healthy Youth Council Workshop City Council Meeting

P Proclamation

Whereas:

The City of Kettering, Ohio is a community which acknowledges that a special vibrancy exists within the entire community when residents collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS: *The City of Kettering, Ohio is a community which encourages it's residents to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and*

WHEREAS: *The City of Kettering, Ohio is a community which chooses to shine a light on and celebrate individuals and organizations within our community who "go the extra mile" in order to make a difference and lift up fellow members within our community; and*

WHEREAS: *Extra Mile Day serves as a day to highlight the importance of service and the impact volunteerism has on the quality of life not only in our community but across the country, and Extra Mile Day serves as a day to join other cities across the nation to "go the extra mile".*

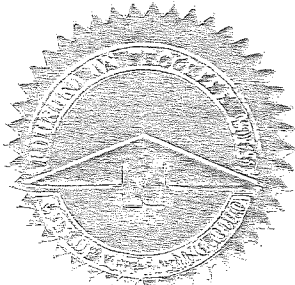
NOW, THEREFORE, I, Donald E. Patterson, Mayor of the City of Kettering, Ohio, do hereby proclaim:

NOVEMBER 1, 2020

to be

EXTRA MILE DAY

in the City of Kettering, and urge all citizens to take time on this day to not only "go the extra mile" in his or her own life, but also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country and world a better place.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kettering, Ohio, to be affixed this 27th day of October in the Year of our Lord, Two Thousand Twenty.

DONALD E. PATTERSON
Mayor of the City of Kettering, Ohio

P Proclamation

Whereas:

The nation's 120,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 local arts agencies, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions have regularly issued official proclamations on an annual basis designating October as National Arts and Humanities Month; and

WHEREAS: *The arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind and enhance and enrich the lives of every American; and*

WHEREAS: *Cities and states through their local and state arts agencies and representing thousands of cultural organizations have celebrated the value and importance of culture in the lives of Americans and the health of thriving communities during National Arts and Humanities Month; and*

WHEREAS: *The humanities help diverse communities across the United States explore their history and culture with the support and partnership of the National Endowment for the Humanities, the 55 state and territorial humanities councils, and local educational and cultural institutions; and*

WHEREAS: *The arts and culture industry also strengthens our economy by generating \$166.3 billion in total economic activity annually, \$27.5 billion in government revenue, and by supporting the full-time equivalent of 4.6 million jobs; and*

WHEREAS: *The creative economy drives tourism and commerce, supports American workers, and makes up 4.5% of the annual GDP, proposed federal legislation titled The CREATE Act and The PLACE Act would support economic development of the creative economy.*

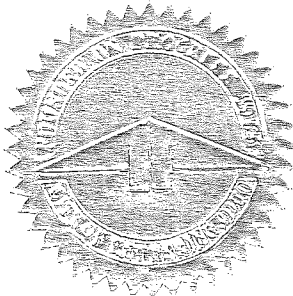
NOW, THEREFORE, I, Donald E. Patterson, Mayor of the City of Kettering, Ohio, do hereby proclaim:

OCTOBER 2020

to be

ARTS AND HUMANITIES MONTH

in the City of Kettering, and urge all citizens to celebrate and promote the arts and culture in our nation to encourage local participation of arts and humanities within our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kettering, Ohio, to be affixed this 27th day of October in the Year of our Lord, Two Thousand Twenty.

DONALD E. PATTERSON
Mayor of the City of Kettering, Ohio

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT TO PROVIDE PUBLIC SAFETY DISPATCH
SERVICES TO MIAMI TOWNSHIP**

WHEREAS, Miami Township, Montgomery County, Ohio seeks to obtain additional police services from the City of Kettering in the form of dispatch services;

WHEREAS, the City of Kettering is willing and able to provide police dispatch services to Miami Township;

NOW, THEREFORE, Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. The City Manager is authorized to enter into the Agreement For Public Safety Dispatch Services, with Miami Township, attached hereto as Exhibit A. The City Manager is further authorized to sign any amendments or extensions thereto that the City Manager deems appropriate.

Section 2. As provided in Section 4-8 of the City Charter, this Resolution takes place immediately upon its adoption.

Passed by Council this _____ day of _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A HAMER III,
Law Director

(Requested by: Police Department)

EXHIBIT A

(9 total pages, including this page)

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN THE CITY OF KETTERING, OHIO
AND MIAMI TOWNSHIP, OHIO

This Agreement is entered by the City of Kettering, Ohio ("Kettering"), an Ohio Municipal Corporation, with principal offices located at 3600 Shroyer Road, Kettering, Ohio 45429, Miami Township, Montgomery County, Ohio ("Miami Township"), with offices located at 2700 Lyons Road, Miamisburg, Ohio 45342.

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with a township, upon any terms that are agreed upon, for services of police departments; and

WHEREAS, Ohio Revised Code Section 505.43 authorizes a township to contract with municipal corporations, upon any terms that are agreed upon, for services of police departments; and

WHEREAS, Kettering is a charter municipality with constitutionally-granted home rule powers; and

WHEREAS, Miami Township seeks to obtain additional police services from the City of Kettering in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Kettering City Council on _____, 2020 passed Resolution No. _____, authorizing this Agreement with Miami Township for public safety services; and

WHEREAS, the Miami Township Board of Trustees on _____, 2020 passed Resolution/Ordinance No. _____, authorizing this Agreement with Kettering for purchase of public safety services; and

WHEREAS, it is the desire of Kettering and Miami Township to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I -PUBLIC SAFETY DISPATCH SERVICES

A. Dispatch Services: Kettering, through its dispatch center located at 3600 Shroyer Road, Kettering, Ohio, ("Dispatch Center"), agrees to dispatch Miami Township Police Department calls, on a 24 hour, 365 days per year basis, to authorized personnel of the Miami Township Police Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch

Services include but are not limited to the following:

- a. Radio communications;
- b. Telephone communications;
- c. Dissemination of emergency 9-1-1 calls;
- d. Law Enforcement Automated Data Systems (LEADS) and National Crime Information Center (NCIC) information, if appropriate;
- e. Teletype communications;
- f. Telecommunications for the deaf or hearing impaired;
- g. Recording of radio and telephone communications;
- h. Public Safety Inter-agency communications; and
- i. Operation of the Computer Aided Dispatch (CAD) system.

The Dispatch Services including processing of calls, to be made available and provided to Miami Township upon request and in a reasonable time period, shall be equivalent to those Dispatch Services that are provided to the City of Kettering.

B. Dispatch Services Equipment: Kettering shall furnish all initial equipment necessary to provide the Dispatch Services to Miami Township, including but not limited to all initial base station radio equipment, furniture, consoles and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Kettering. However, the parties agree that any major capital expenditures which may impact Miami Township shall be approved by Miami Township prior to implementation.

C. Miami Township shall provide all equipment necessary to receive the Dispatch Services in the field, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Kettering's provision of Dispatch Services. Miami Township agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Kettering as may be necessary to ensure the provision of Dispatch Services.

D. Miami Township acknowledges that Kettering in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Miami Township and other communities. Miami Township and

Kettering agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Miami Township that are not reimbursed by grants.

E. Miami Township shall be solely responsible to individually pay for its own user fees for such services as LEADS, CAD, RMS, or MDC airtime.

F. Personnel: Kettering shall provide all personnel necessary to provide Dispatch Services to Miami Township. All staffing issues, including the number of Public Safety Dispatchers working at any given time, shall be determined by the Kettering Chief of Police. Kettering shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues.

G. In reliance on Miami Township's representations, promises, and covenants herein, including in the recital paragraphs, Kettering agrees that after the effective date of this Agreement and prior to the commencement of services date, it will increase the total number of Public Safety Dispatchers and civilian supervisors employed by Kettering as necessary within its discretion to handle the increased volume of dispatch activity generated as a result of this Agreement.

H. Payment for Dispatch Services: Miami Township, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Kettering the amount of \$300,000.00 for the first year. For the second year and each year thereafter, Miami Township will pay Kettering an amount equal to the projected average annual salary and benefits of all full-time personnel providing Dispatch Services multiplied by three, plus 18.75% of any overtime costs incurred by Kettering in providing Dispatch Services during the previous 12 months. (For example, if the projected average annual salary plus benefits equals \$100,000, then the total annual payment would be \$300,000 ($\$100,000 \times 3 = \$300,000$). If overtime costs were \$20,000 during the previous 12 months, then the total annual payment would be \$303,750 ($\$20,000 \times .1875 = \$3,750 + \$300,000 = \$303,750$)). The yearly sum will be divided into four equal quarterly payments during each year this Agreement is in effect, with the first said quarterly payment due upon the Commencement of Services Date stated in Article II below and each succeeding payment in like amount being due on the same date of each quarter as billed by the City of Kettering.

I. Financial Advisory Board: The parties agree to meet directly and/or through a Financial Advisory Board as appointed by each party by July 31st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes, whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs, and any unforeseen regulatory or mandatory costs not otherwise addressed herein.

J. Operating Procedures/Operations: Control of operating procedures and operations for the Dispatch Center shall rest within the sole discretion of Kettering. Supervision and

management over the Public Safety Dispatchers personnel shall lie solely with the City of Kettering. Notwithstanding the above, the City of Kettering shall make all reasonable efforts in connection with its operation of the dispatch center to not materially interfere with the standard operating procedures, response protocols, or other internal operations of Miami Township or the other various individual contracting communities, if any. Further, the parties agree that they will work together in a cooperative, effective and efficient manner to promptly resolve any technical and/or operational issues arising under this Agreement. As such, the chiefs of police of the Parties, or their designees, will serve as liaison for handling any and all issues, complaints, concerns, or inquiries from the other party until a resolution is achieved.

K. Increased Workload Volume: If calls for service or incident volume directly related to Miami Township increases to a point that additional staffing becomes necessary, the City of Kettering, after obtaining approval from Miami Township, which approval shall not be unreasonably withheld, may increase quarterly fees. Notwithstanding, the parties further agree that the foregoing quarterly payments shall increase, as necessary, to cover any additional expenses that were not included in the total annual payment calculation, including contractual wage increases, health insurance increases, and other personnel-related costs, associated with Kettering's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Miami Township. Kettering shall notify Miami Township, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any such increase.

L. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Kettering to respond beyond the dispatch function to calls or incidents, nor to otherwise provide law enforcement services in Miami Township. In this regard, Kettering shall have no liability or responsibility for the actions, errors, omissions, or negligence of the Miami Township Police forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. Miami Township shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Kettering may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

M. Rules and Regulatory Provisions: All radio operations shall be in accordance with the rules and regulations of the Federal Communications Commission. All LEADS and NCIC functions will be performed in accordance with rules and regulations of each. All other applicable rules and regulations of any state and national governmental agencies associated with the operations of law enforcement radio operations, computer terminals and operations, and databases shall be followed.

N. Insurance and Subrogation: Each party shall be responsible for maintaining liability insurance deemed appropriate by each. There shall be no indemnity between the parties for any liability arising out of an alleged act or omission by the other party, its agents or employees. Each party waives any right of subrogation on its own behalf and on behalf of its insurers.

ARTICLE II-TERMINATION

A. It is estimated that Kettering shall begin providing the Public Safety Services at twelve o'clock a.m. on _____, 20____ or as soon thereafter as Kettering reasonably determines that all training, staffing, systems (including LEADS), and operational prerequisites are set in place and ready ("Commencement of Services Date"). In the interim, Miami Township shall continue to maintain their current dispatch services and shall provide necessary support to Kettering for transition efforts.

B. This Agreement shall remain in effect for an initial term of five years, with options to renew automatically for additional five year terms, subject to re-negotiation. If either party desires to terminate this agreement at the end of a five year term, that party shall give at least six months advance written notice of its intent to terminate. The parties agree to begin negotiations at least six months prior to the end of each five year term.

C. Notwithstanding the foregoing, if Kettering decides to stop providing Public Safety Services and procure them instead from a another entity, Kettering may terminate this agreement by giving at least six months advance written notice to Miami Township.

ARTICLE III-PUBLIC RECORDS

The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and with regard to determination of records schedules retention periods and times for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Miami Township to obtain access to its recordings of radio and telephone traffic.

ARTICLE IV-NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

For Miami Township

Miami Township.
2700 Lyons Road
Miamisburg, Ohio 45342
ATTN: Chief of Police

with a copy to:

Edward J. Dowd, Esq.
Surdyk, Dowd & Turner Co., L.P.A.
8163 Old Yankee Street, Suite C
Dayton, OH 45458

For Kettering

City of Kettering
3600 Shroyer Road
Kettering, Ohio 45429
ATTN: Chief of Police

with a copy to:

City of Kettering
3600 Shroyer Road
Kettering, Ohio 45429
ATTN: Law Director

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

ARTICLE V- CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41 requires Miami Township to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Miami Township and Kettering acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date. Miami Township, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for \$300,000.00 and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Fiscal Officer of Miami Township; and a copy of the additional certification shall be provided to Kettering's Finance Director. Failure to certify additional funds, as required by this Agreement, shall be grounds for immediate termination of this Agreement.

ARTICLE VI- MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Kettering and Miami Township concerning the within subject, and supersedes all prior negotiations, representations, or agreements, either written or oral.

B. Modification of Contract: It is understood and agreed that this Agreement may not be

changed, modified, or altered except by an instrument, in writing, signed by duly authorized representatives of both parties.

C. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of such counterparts taken together will constitute one and the same Agreement. Copies of duly executed counterparts shall have the same legal effect as an original. Facsimile signatures or signatures transmitted by email or other electronic means shall be sufficient to bind the Parties.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any litigation related directly or indirectly to this Agreement will be resolved in the appropriate court in Montgomery County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Kettering: Nothing in this Agreement is intended to nor shall it serve to in any way to limit the sole and unfettered discretion of the City of Kettering to contract with other municipalities, townships, or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under this Agreement. If, during the term of this Agreement, Kettering enters into any subsequent Public Safety Services agreement with any other political subdivision which has a similar population and the same call volume as Miami Township, and if the subsequent Public Safety Services agreement provides for more favorable terms or pricing than contained in this Agreement, then this Agreement shall be deemed to be modified to provide Miami Township with the more favorable terms or pricing, so long as Kettering is still able to recover all its costs of providing Public Safety Services to Miami Township. If the foregoing conditions are met, Kettering shall promptly notify Miami Township of the existence of such more favorable terms and/or pricing and immediately implement the more favorable terms and/or pricing.

H. Default: In the event either party fails to perform any of its duties hereunder, the non-defaulting party may elect to terminate upon the giving of thirty (30) days prior written notice. Upon termination, all rights, duties, and obligations of both parties shall cease as to any future performance hereunder but each party shall remain liable to the other for payment of any money which is or becomes due to the other party prior to termination. Each party shall be entitled to the return of any property owned by it in the possession of the other. Should Kettering incur any unemployment costs related to the termination of this Agreement, Miami Township shall reimburse those costs.

I. Third Party Beneficiaries: Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF KETTERING, OHIO

**MIAMI TOWNSHIP
MONTGOMERY COUNTY, OHIO**

By _____
Mark Schwieterman Date
City Manager

By _____
Ronald L. Hess Date
Township Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Theodore A. Hamer III, Law Director

Edward J. Dowd, Law Director

Funds Certified By:

Funds Certified By:

By: _____
Nancy Gregory, Finance Director

By: _____
Aaron Newell, Fiscal Officer

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF KETTERING, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020

Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. To provide for the current expenses and other expenditures of the City of Kettering during the fiscal year ending December 31, 2020, the following supplemental sums are set aside and appropriated:

A. From the General Fund:

ECONOMIC DEVELOPMENT
Operating Expenses \$ 3,600,000.00

TRANSFERS TO OTHER FUNDS
State Highway Fund \$ 62,000.00

B. From the State Highway Construction and Maintenance Fund:

Street Surfacing \$ 283,360.00

C. From the Special Grants & Programs Fund:

Other \$ 2,370,569.80
Law Enforcement \$ 15,000.00

Section 2. The Director of Finance is authorized to adjust appropriations within any fund or department as long as the adjustments made do not exceed the total appropriation authorized within that fund or department.

Section 3. The Clerk of Council is authorized and directed to forward a copy of this Resolution to the Montgomery County Auditor.

Section 4. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$6,268,929.80 net transfer
Amount Budgeted: \$0
Acct. No. 0550, and Special Grants & Programs Fund

(Requested by: Finance Department)