

ORDINANCE NO. 6944

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO THE SEVENTH AMENDMENT AND ADDENDUM TO 2017 MIAMISBURG PROJECTS MANAGEMENT AND FINANCING AGREEMENT AND DECLARING AN EMERGENCY.

WHEREAS, on or about June 27, 2017 the City entered in the 2017 Miamisburg Projects Management and Financing Agreement with the Montgomery County Transportation Improvement District (TID); and

WHEREAS, the City and TID have since entered into six agreement amendments for various projects and services; and

WHEREAS, the City now desires the TID to act on the City's behalf to acquire property for future transportation needs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The Seventh Amendment and addendum to the agreement is hereby determined to be necessary for the acquisition of property necessary to facilitate future transportation related improvements.

Section 2.

The Seventh Amendment and addendum to the agreement also provides for the transfer of additional property purchased by the TID to the City. This property was purchased for the Byers Road realignment project.

Section 3.

The City Manager is hereby authorized to sign the Seventh Amendment and Addendum to the Agreement.

Section 4.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this amendment and addendum is needed at the earliest possible date to ensure timely compliance with scheduled construction activities, therefore, this measure shall be in force from and after its passage.

Passed: January 18, 2022

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins
Michelle L. Collins., Mayor

**SEVENTH AMENDMENT AND ADDENDUM TO 2017 MIAMISBURG PROJECTS
MANAGEMENT AND FINANCING AGREEMENT**

THIS SEVENTH AMENDMENT AND ADDENDUM TO 2017 MIAMISBURG PROJECTS MANAGEMENT AND FINANCING AGREEMENT (this "**Seventh Amendment**") is made and entered into as of the 8TH day of NOVEMBER, 2021 (the "**Effective Date**"), by and between the CITY OF MIAMISBURG, OHIO (the "**City**"), and the MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (the "**TID**") (the City and the TID are sometimes referred to herein individually as a "**Party**" and collectively as "**Parties**"), under the following circumstances:

- A. On or about June 27, 2017, the Parties entered into that certain 2017 Miamisburg Projects Management and Financing Agreement (the "**Original PMFA**"), which was subsequently modified by: (i) that certain First Amendment and Addendum dated on or about July 20, 2017 (the "**First Amendment**"); (ii) that certain Second Amendment and Addendum dated on or about August 8, 2018 (the "**Second Amendment**"); (iii) that certain Third Amendment and Addendum dated on or about January 10, 2019 (the "**Third Amendment**"); (iv) that certain Fourth Amendment and Addendum dated on or about June 16, 2019 (the "**Fourth Amendment**"); (v) that certain Fifth Amendment and Addendum dated on or about November 20, 2019 (the "**Fifth Amendment**"); and (vi) that certain Sixth Amendment and Addendum dated on or about December 18, 2019 (the "**Sixth Amendment**"), and collectively with each of the foregoing, the "**PMFA**");
- B. At the City's request, the TID acquired certain real property in anticipation of its use for potential future expansion of the recreational trail network in the City, or an alternative public purpose;
- C. The City now desires for the TID to transfer such property, and an additional parcel of surplus real property held by the TID, to the City pursuant to the terms of this Seventh Amendment; and
- D. The TID Board of Trustees, acting pursuant to Resolution No. 2021-81 adopted on November 8, 2021, has authorized the execution of this Seventh Amendment.

NOW THEREFORE, the Parties agree as follows:

1. **The Properties.** In 2010, in connection with the Byers Road Relocation and Improvement Project, the TID purchased the parcel of real property consisting of approximately .633 acres and designated as Parcel No. K46-01622-0004 in the real property records of Montgomery County, Ohio (the "**Byers Property**"). As of the Effective Date, the TID also owns the parcel of real property immediately adjacent to the Byers Property and consisting of approximately .2938 acres and designated as Parcel No. K46-01622-0047 in the real property records of Montgomery County, Ohio (the "**Whisper Drive Property**"), and collectively with the Byers Property, the "**Properties**").

2. **Sale and Transfer; Purchase Price.** As permitted by Section 5540.04 of the Revised Code, the TID will sell and transfer to the City, and the City will purchase and accept, the

Properties. The purchase price for the Byers Property will be \$1.00. The purchase price for the Whisper Drive Property will be \$33,900, which the Parties acknowledge comprises the TID's costs and expenses associated with the acquisition of the Whisper Drive Property and the preparation of this Seventh Amendment, and a fee to the TID for its activities related thereto. The aggregate purchase price will be paid in immediately available funds at the Closing (as defined in Section 3 below).

3. **Closing.** The Parties will use best efforts to accomplish the closing of the purchase of the Properties ("**Closing**") on December 17, 2021; provided, however that in any event the Closing will occur no later than December 31, 2021. The date of the Closing is referred to as the "**Closing Date**". At the Closing, the TID will deliver to the City one or more quitclaim deeds for the Properties, and the City will deliver the purchase price to the TID.

4. **Closing Costs.** The City will be responsible for any and all costs associated with the following (if applicable): (A) the costs for deed preparation and recording fees; (B) documentary stamp taxes; (C) transfer taxes and fees; (D) the cost of any title commitment and/or insurance; and (E) any and all other costs, expenses or fees due or payable at Closing or due to the Closing.

5. **Taxes.** The real estate taxes and assessments, if any, that have or will become due and payable, whether before or after the Closing Date, will be solely the responsibility of the City.

6. **Title Insurance.** The City may obtain a commitment for an owner's policy of title insurance issued by a title company naming the City as the proposed insured. The City will pay all premiums, fees, and costs associated with the title commitment and title insurance at or prior to the Closing. The TID will execute and deliver such commercially reasonable documents required by the title company to complete the sale of the Properties, provided, however, that the City acknowledges and agrees that the TID will not be required to approve or sign any documents or instruments that contain provisions that add to, supplement, expand, or modify any of the TID's obligations, representations, or warranties under this Seventh Amendment.

7. **Condition of the Properties.** THE CITY (A) ACKNOWLEDGES THAT EACH OF THE PROPERTIES WILL BE CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AS OF THE CLOSING DATE; (B) ACKNOWLEDGES THAT THE TID DOES NOT AND WILL NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF ANY OF THE PROPERTIES; AND (C) AGREES THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS OR INFORMATION, EXPRESS OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO THE CITY BY THE TID, OR ITS EMPLOYEES OR AGENTS.

8. **Miscellaneous.** Terms used but not otherwise defined herein will have the meanings set forth in the PMFA. Except as set forth in this Seventh Amendment, the PMFA remains in full force and effect and is hereby ratified in its entirety. In the event of a conflict between the terms of this Seventh Amendment and the terms of the PMFA, the applicable terms

of this Seventh Amendment will govern and control. This Seventh Amendment will be construed under the laws of the State of Ohio. This Seventh Amendment may be executed in any number of counterparts, each of which will be deemed an original and together will constitute a single instrument. Delivery of an executed counterpart of a signature page to this Seventh Amendment by facsimile, email or other electronic means is effective as delivery of a manually executed counterpart of this Seventh Amendment. The headings of the clauses contained herein are solely for the convenience of the Parties and do not constitute a part hereof.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment effective as of the Effective Date.

CITY OF MIAMISBURG, OHIO

By: _____

Its: _____

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____

Its: _____

Miamisburg Fiscal Officer Certificate

The undersigned fiscal officer of the City of Miamisburg, Ohio (the "City") hereby certifies that the monies required to meet the City's obligations during the current fiscal year under the foregoing Seventh Amendment have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the fiscal officer of the City covenants that any requirement herein of an expenditure of the City's money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

CITY OF MIAMISBURG, OHIO

Date: _____

By: _____

Name: _____

Title: _____

3702020.2

ORDINANCE NO. 6945

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH MIAMI TOWNSHIP FOR JOINT PARTICIPATION IN THE 2022 ASPHALT PAVING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, Miamisburg conducts competitive bidding for an annual asphalt paving program, and Miami Township would like to enter into an arrangement whereby Miamisburg would include certain designated Miami Township roadways in their 2022 asphalt paving program; and

WHEREAS, Ohio Revised Code § 5535.08 (C)(1) authorizes the Parties to enter into such an agreement, and

WHEREAS, it is the desire of both the City and Township that this resurfacing program be undertaken in a coordinated manner to reduce over-all construction costs; and

WHEREAS, the City shall be designated as the lead agency to solicit bids for this resurfacing work in accordance with approved plans and specifications, and said solicitation to be made in accordance with applicable law; and

WHEREAS, the Township shall reimburse the City for actual construction costs for work completed within Township boundaries based on contract unit prices, as-built quantities, and construction changes approved by the Township; and

WHEREAS, the Township and City jointly desire to enter into a certain agreement for the roadway resurfacing, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement, attached herein as Exhibit "A", with Miami Township for joint participation in the City's 2022 Asphalt Paving Program.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date to remain on schedule for the summer road maintenance season, therefore, this measure shall take effect and be in force from and after its passage.

Passed February 1, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins

Michelle L. Collins, Mayor

EXHIBIT "A"

AGREEMENT FOR JOINT PARTICIPATION IN AN ASPHALT PAVING PROGRAM

This Agreement is entered into on this ____ day of _____, 2022, by and between Miami Township, Montgomery County, Ohio (hereinafter "Miami Township"), and the City of Miamisburg, Montgomery County, Ohio (hereinafter "Miamisburg"). (Miamisburg and Miami Township are collectively referred to herein as the "Parties" and may be referred to individually as a "Party").

RECITALS

WHEREAS, Miamisburg conducts competitive bidding for an annual asphalt paving program, and Miami Township would like to enter into an arrangement whereby Miamisburg would include certain designated Miami Township roadways in their 2022p asphalt paving program bidding; and

WHEREAS, Ohio Revised Code § 5535.08 (C)(1) authorizes the Parties to enter into such an agreement,

NOW, THEREFORE, it is agreed by and between the Parties as follows:

- Section 1.** This Agreement shall commence on the ____ day of _____, 2022 (the "Effective Date") and shall continue until the 31st day of December 2022.
- Section 2.** Miami Township has submitted a list of roadways to Miamisburg-to be placed in Miamisburg's Asphalt Paving Program for competitive bidding.
- Section 3.** Miami Township agrees, at its cost, to aid Miamisburg in field inspections along Miami Township's list of roadways during the asphalt paving process.
- Section 4.** Miami Township shall reimburse the Miamisburg for actual construction costs for work completed within township boundaries based on contract unit prices, as built quantities, and construction changes approved by the township. Payments shall be made to Miamisburg within thirty (30) days after receipt of an invoice.
- Section 5** This Agreement may only be modified in writing and signed by both Parties.
- Section 6** This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MIAMISBURG
MONTGOMERY COUNTY, OH**

**MIAMI TOWNSHIP
MONTGOMERY COUNTY, OH**

By: _____

By: _____

Title: _____

Title: _____

ORDINANCE NO. 6946

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE DESIGN SERVICES FOR THE RIVERVIEW AVENUE ROADWAY IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City has identified a need for roadway, sidewalk, and drainage improvements on Riverview Avenue; and

WHEREAS, this project design is identified in the City's Capital Improvement Plan; and

WHEREAS, the engineering firm of LJB Inc. previously completed a Riverview Avenue feasibility study and conceptual design.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to enter into a contract with LJB Inc. for professional engineering services for the design of the Riverview Avenue Roadway Improvement Project at a cost not to exceed two hundred thousand dollars (\$200,000).

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare and for the further reason that these services are needed at the earliest possible date to complete the design and maintain the project schedule; therefore, this measure shall take effect and be in force from and after its passage.

Passed: February 1, 2022

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Michelle Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6947

AN ORDINANCE TO AUTHORIZE THE CITY OF MIAMISBURG TO ENTER INTO AN AGREEMENT WITH THE MIAMI VALLEY REGIONAL CRIME LABORATORY FOR 2022 SERVICES FOR THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Miami Valley Regional Crime Laboratory for 2022 services for the Police Department at a cost not to exceed \$72,778.

Section 2.

This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare, and for the further reason that this agreement is needed at the earliest possible date so that evidence can continue to be processed in criminal cases; therefore, this measure shall take effect and be in force from and after its passage.

Passed: February 1, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle Collins
Michelle L. Collins, Mayor



Miami Valley Reg Crime Lab
361 West Third Street
Dayton, OH 45402

INVOICE #: FTI000006666

BILL TO: CITY OF MIAMISBURG
Miamisburg Police Department
Attn: Doug Sharritts
10 North First Street
Miamisburg, OH 45342

Customer number: C000000105
Invoice date: 01/12/2022
Service from: 01/01/2022
Service to: 12/31/2022
Terms: Net 30 Days

Line #	Billing class	Billing code	Description	Main account	Invoice amount
1	General	42540	2022 Laboratory Assessment	22540	\$ 72,778.00
					<u>\$ 72,778.00</u>

Please send remittance to department and address at the very top of the invoice **unless indicated otherwise** and include your Invoice No. on remittance advice

ORDINANCE NO. 6948

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ACCEPT GRANT FUNDS UNDER THE MONTGOMERY COUNTY ECONOMIC DEVELOPMENT/GOVERNMENT EQUITY (ED/GE) PROGRAM FOR THE AEROSEAL PROJECT AND TO AUTHORIZE THE EXECUTION OF PROJECT AGREEMENTS BETWEEN THE CITY OF MIAMISBURG AND AEROSEAL, LLC AND DECLARING AN EMERGENCY.

WHEREAS, the Board of Commissioner's for Montgomery County Ohio created the Economic Development/Government Equity (ED/GE) grant program to foster economic development within Montgomery County; and

WHEREAS, the City has been awarded \$400,000 in ED/GE grant funding for the Aero seal project; and

WHEREAS, Council is required to take official action to accept such grant funding; and

WHEREAS, the ED/GE program requirements require an agreement between the City of Miamisburg and the recipient business and/or building owner for the use of the grant funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The Council of the City of Miamisburg hereby accepts grant funds from Montgomery County in the amount of \$400,000 from the fall 2021 ED/GE program for the project described in "Exhibit A". The City Manager is hereby authorized to execute the ED/GE Project Agreements required to facilitate the receipt of said grant funds.

Section 2.

The Council of the City of Miamisburg, Ohio hereby appropriates, and the Finance Director is hereby authorized to pay, from Account No. 110.125.57401, Four Hundred Thousand Dollars (\$400,000), for costs related to this Economic Development/Government Equity grant project. The Finance Director shall make such payment only upon receipt of appropriate documentation.

Section 3.

The City Manager is hereby authorized to execute the Agreements regarding ED/GE Funds between the City and AeroSeal. This agreement is attached hereto as "Exhibit B".

Section 4.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is in the best interest of the City that the above-mentioned company be able to begin their projects to retain and/or add jobs in the City at the earliest possible time; therefore this measure shall take effect and be in force from and after its passage.

Passed: February 15, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle Collins
Michelle L. Collins, Mayor

“EXHIBIT A”

ED/GE Grant Project and Agreements

Company	Project Description	ED/GE Funds Awarded	City Matching Funds
Aeroseal	40,000 square foot addition to there headquarters facility on Byers Road.	\$400,000	Previously approved LJCTC

“EXHIBIT B”

Agreements Regarding ED/GE Funds

AGREEMENT REGARDING ED/GE FUNDS

THIS AGREEMENT is made and entered into by and between the **City of Miamisburg**, Ohio Jurisdiction (the "Member Jurisdiction"), Montgomery County, Ohio and the **Aeroseal, LLC** (the "Recipient/Business").

WHEREAS on **December 14, 2021**, by **Resolution No. 21-1559**, the Montgomery County Board of County Commissioners (the "County") awarded the Member Jurisdiction, an amount not to exceed \$ 400,000 or 8.9% of total project costs, from the Primary Economic Development Fund, to provide funding support for a project known as the **Aeroseal Project** (the "ED/GE grant"); and

WHEREAS under Agreement between the County and the Member Jurisdiction, the Member Jurisdiction is responsible for administering the ED/GE grant; and

WHEREAS the Recipient/Business hereby acknowledges that all Member Jurisdictions awarded ED/GE grants are required to enter into a written development agreement with the Recipient/Business receiving the grant funds that memorializes the Recipient/Business' understanding of project cost reimbursements (fifty percent (50%) reimbursed for eligible project costs, twenty-five percent (25%) when the company meets 50% of total pledged jobs and the remaining twenty-five percent (25%) when the company meets 100% of its total pledge jobs amount), and sets forth the grant monitoring and reporting obligations of the Recipient/Business and Member Jurisdiction; and

WHEREAS as part of the **Aeroseal Project**, the Recipient/Business is guaranteeing the creation of 59 new jobs during a three-year period, along with a capital investment of \$4,450,000.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. **PROJECT** The project calls for the construction of a 40,000 sq. ft. building addition to the Company's headquarters in Miamisburg. ED/GE funds will be used to offset the cost of the above. The foregoing is referred to herein as the "Project". Over the next 3 years, the Recipient/Business expects to retain its current employees and add 59 new employees, bringing its total employment to 187 by 2025.

2. **GRANT AMOUNT** The Member Jurisdiction agrees to provide the ED/GE grant funds made available to the Member Jurisdiction by the County for this Project pursuant to both the terms and conditions of the ED/GE contract between the Member Jurisdiction and the County and this Agreement.

The amount of the ED/GE Grant is \$400,000 or 8.9% of the total project cost, whichever is less. The parties acknowledge that this Agreement is made pursuant to the Montgomery County ED/GE program and that the distribution of funds provided for herein is made pursuant to that program. The parties further acknowledge that they have been informed and fully understand that ED/GE grants are given to Member Jurisdictions as follows:

Following execution of this Agreement, (1) fifty percent (50%) of the grant amount will be reimbursed to the Member Jurisdiction on an invoice basis for eligible expenses; (2) twenty-five percent (25%) of the grant amount will be reimbursed to the Member Jurisdiction, on an invoice basis when the Recipient/Business attains 50% of total pledged jobs; and 3) twenty-five percent (25%) of the grant amount will be reimbursed to the Member Jurisdiction, on an invoice basis when the Recipient/Business attains 100% of total pledged jobs. Job creation will happen over a three year period commencing with the Recipient/Business' provision of adequate proof to the Member Jurisdiction that the jobs have been created and actually hired and/or filled.

3. **GRANT PAYMENT** The Member Jurisdiction shall distribute the Grant, if at all, only after receiving such funds from the County and only after the completion of the following conditions, which shall be verified by the Member Jurisdiction in advance of Grant distribution: The Recipient/Business shall supply the Member Jurisdiction with written evidence of the amount of monies expended by the Recipient/Business in the furtherance of the Project, containing a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment. The Recipient/Business shall also provide a copy of any fully executed lease between it and another party for the subject property that is part of the Project. The County, through its Office of Economic Development, has the authority to meet with any contractor, person or business entity employed by the Recipient/Business to determine that the ED/GE funds are being expended for Project purposes.

4. **ED/GE FUNDS ACKNOWLEDGEMENT** The Recipient/Business agrees that the ED/GE grant is expended by the County in its sole discretion, and that the County's financial assistance is voluntarily and that the Recipient/Business has no legal or equitable claim to any of the ED/GE funds.

5. **PAYROLL CREATION** The Recipient/Business agrees to creation of 59 jobs during a three year period.

6. **LOCATION IDENTIFICATION** The Recipient/Business agrees to make a good-faith effort in all its business communications to identify that the Company's facility is located in the Member Jurisdiction, Montgomery County, Ohio. Communication may include signage, promotional literature, stationery, and licensed vehicles.

7. **TAXES CURRENT** The Recipient/Business agrees to pay all respective applicable real and tangible personal property taxes and all municipal earnings tax amounts, including payroll withholding owed, in a timely manner.

8. **PREVAILING WAGES** The Recipient/Business agrees that all labor, including that employed by contractors and subcontractors, used in the Project shall be compensated at a level equal to that of prevailing wages as determined by Ohio Revised Code Chapter 4115. The Recipient/Business agree(s) to fully indemnify, defend and save harmless the Member Jurisdiction, its officials, agents and employees, from and against all suits, claims demands or actions, damages, liabilities, judgments, losses, costs and reasonable attorney fees to the extent such arise out of or flow from, whether directly or indirectly, actual failure of the Recipient/Business or its contractors and subcontractors to pay such compensation in the manner specified.

9. **COMPLIANCE WITH ED/GE PROGRAM AND INDEMNIFICATION.** The Recipient/Business agrees to use any grant money received from the ED/GE program only for the purpose(s) provided in this Agreement, which have been determined to serve valid public purpose under the ED/GE Program. The Recipient/Business agree(s) to indemnify, defend and save harmless the Member Jurisdiction, its officials, agents and employees, from and against all suits, claims demands or actions, damages, liabilities, judgments, losses, costs and reasonable attorney fees arising out of or flowing from its failure to use the funds for the stated purpose. Further if any of the ED/GE funds are used for any purpose other than that of the Project, the Recipient/Business agrees that it will repay the County the amount improperly expended and will do so within seven (7) calendar days of written notice delivered to it by the Member Jurisdiction that such an improper expenditure has occurred. Said notice shall state the amount which the Member Jurisdiction believes to have been improperly expended.

10. **INFORMATION WARRANTED** The Recipient/Business affirmatively covenant(s) that it/they has/have made no false statements to the Member Jurisdiction in the process of obtaining approval of the ED/GE funds. If any representative of the Recipient/Business knowingly made false statements to the Member Jurisdiction to obtain or maintain the incentive provided by this Agreement, it is mutually agreed that such false statements shall be legally attributed to the representative's principal for purposes of this Agreement.

11. **AUDIT** The Recipient/Business acknowledge(s) that if they are receiving public funds, and that documentation of the use of such funds may be subject to audit by the County Auditor or the State Auditor or their representatives. The Recipient/Business agree(s) to allow either the County or its representative, or a representative of the State Auditor's Office, to enter upon its premises during regular business hours and to supply the books/financial records concerning the receipt and expenditure of the economic development funding received pursuant to the Agreement. The Recipient/Business also agree(s) to notify persons or business entities with which (it/they) (does/do) business in the prosecution of the work called for in the "Project" of the fact that such person or business entity is receiving public funds and that such funds may be audited by the County Auditor or the State Auditor even though they have been received by a private person or business entity.

12. **RECORD RETENTION** The Recipient/Business agree(s) that all documentation, financial records and other evidence of project activity under this Agreement shall be maintained by the Recipient/Business, consistent with the records retention requirements of the Ohio Revised Code, for a period of three (3) years after the completion or termination of the Project. After this three (3) year retention period, the Recipient/Business must notify the Member Jurisdiction, in writing, of its intent to destroy said records. The Member Jurisdiction reserves the right to extend the retention period for such records, and if it decides to do so it will notify the Recipient/Business in writing, otherwise, the Member Jurisdiction will issue to the Recipient/Business a written Certificate of Records Disposal. It is mutually understood and agreed that no records in the Recipient/Business' possession will be destroyed until the Recipient/Business has received a Certificate of Records Disposal.

13. **NO DISCRIMINATION** The Recipient/Business agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex,

national origin, ancestry, handicap, age, political belief or place of birth. The Recipient/Business will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient/Business agree(s) not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors.

14. **TRANSFER** This Agreement is not transferable or assignable without the express, written approval of the Member Jurisdiction.

15. **AMENDMENT** This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties hereto. This Agreement may only be voided or amended by written mutual consent.

16. **SEVERABILITY** If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **GOVERNING LAW** This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

18. **SIGNATURES** Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

MEMBER JURISDICTION:

RECIPIENT/BUSINESS:

By: Keith Johnson

By: _____

Its: City Manager

Its: _____

Date: _____

Date: _____

ORDINANCE NO. 6949

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE MOT-NINTH STREET BRIDGE PROJECT (PID 108765) AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the MOT-Ninth Street Bridge Project (PID 108765) in accordance with law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Brumbaugh Construction, Inc. in the amount of Seven Hundred, Thirty One Thousand, Seven Hundred Sixty Eight Dollars (\$731,768) for the MOT-Ninth Street Bridge Project (PID 108765) pursuant to the bid forms submitted February 15, 2022, is hereby determined to be the lowest and best bid after bidding conducted according to law and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with Brumbaugh Construction, Inc. in accordance with the terms contained in the bid specifications dated February 15, 2022.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed as soon as possible to remain on schedule for the summer construction season, therefore, this measure shall be in force from and after its passage.

Passed: March 1, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins

Michelle L. Collins, Mayor

MOT – NINTH STREET BRIDGE PROJECT (PID 108765)

City of Miamisburg, OH 45342

Prepared by City Engineer

BID TABULATION

BID OPENING DATE: February 15, 2022, at 12:00 Noon

City of Miamisburg Engineer's Estimate \$746,000.00	Brumbaugh Construction, Arcanum, OH \$731,678.00	RB Jergens Contractors, Vandalia, OH \$736,473.83	Eagle Bridge Co., Sidney, OH \$765,193.20	Sunesis Construction Company, West Chester, OH \$877,516.79	
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ORDINANCE NO. 6950

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH THE DAN PROFITT WITH MIAMI VALLEY TOURNAMENTS FOR THE PURPOSE OF HOSTING AND FACILITATING BASEBALL AND SOFTBALL TOURNAMENTS AT RICE FIELD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg owns and operates Rice Field, located at 2001 Cincinnati-Dayton Pike, Miamisburg, Ohio, and

WHEREAS, the City of Miamisburg typically executes baseball and softball tournaments through a variety of mechanisms, such as in-house, through facility rentals, or otherwise, and

WHEREAS, the parties have an interest in simplifying and strengthening the partnership and the delivery of quality baseball and softball tournaments in Miamisburg and have agreed to the facility use structure contained herein, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO A MAJORITY OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Dan Profitt with Miami Valley Tournaments for the purposes of providing baseball and softball tournaments in Miamisburg and is attached hereto as Exhibit "A".

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure an understanding of use for usage of Rice Field at the earliest possible date to allow for the continued planning of said tournaments, this measure shall take effect and be in force from and after its passage.

Passed: March 1, 2022

Attested: Kim Combs

Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

AGREEMENT

THIS AGREEMENT, made by and between the CITY OF MIAMISBURG, hereinafter called the "City" and the Dan Profitt, hereinafter called the "Organizer" entered on Date: _____, 2022.

WITNESSETH

WHEREAS the City owns certain property as described in this agreement; and

WHEREAS the Organizer desires to use such property for the purposes herein contained, the City and the Organizer agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and the Organizer agree as follows:

USE

1) The use of **Rice Field, 2001 Dayton-Cincinnati Road, Miamisburg OH 45342**

The Organizer have use access to Rice Field to coordinate and implement six baseball/softball tournaments for the 2022 season: April 22-24, May 13-15, May 27-29, June 11-13, June 25-27, July 1-3, and July 8-10.

The Organizer shall use only the locations designated in the agreement as outlined in the agreement.

The Organizer shall only use fields designated as "Open." Field closures are determined by the City and communicated through the "RainoutLine" Application.

The Organizer shall provide a full list of fields required and the times required 3 weeks in advance of each tournament.

The Organizer shall allow the Miamisburg Baseball Softball League 5 complimentary team entries to the July 1-3rd tournament for Recreation Baseball All Start Teams. The Organizer

shall allow the Miamisburg Baseball Softball League 5 complimentary team entries to the July 8-10th tournament for Recreation Softball All Start Teams.

The Organizer shall be allowed to contract additional vendors/contractors, such as souvenir providers and concessionaires. No duplication in concessions offerings may exist between tournament contractors and the Rice Field concession stand. The Organizer shall provide written notice of intended vendors 30 days before scheduled activity. All vendors must adhere to City vendor conditions and responsibilities. Vendor terms shall be provided to the Organizer as outside vendor requests are received. The Organizer and Organizer's insurance shall be held responsible for vendor issues.

TERMS

This Agreement shall be for a term of one (1) year, commencing April 1, 2022, and expiring on March 30, 2023. On an annual basis, the City and Organizer agree to meet and review the completed year's activities, working relationship, and plan for the upcoming year's activities and needs. During that time, based upon mutual consent, this Agreement may be modified or amended.

TERMINATION OF AGREEMENT

- 1) Either party may terminate this Agreement at any time by giving a minimum 30 day's advance written notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant or condition shall be taken to constitute a waiver of any subsequent breach of covenant or condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof. The City shall have the right to terminate this Agreement as to any part of the property upon 30 day's advance written notice to the Organizer.
- 2) Either party may terminate this Agreement at any time by giving a minimum thirty (30) days advanced written notice of its intention to so terminate for the other party's failure to comply with the terms and conditions hereof.

ORGANIZER RESPONSIBILITIES

- 1) The Organizer shall maintain and keep the properties in safe and healthful condition according to the local ordinances and direction of the proper public officers during the term of this agreement. The Organizer shall not permit the same to be used for any unlawful purposes; and shall conform to and obey all existing and future laws, ordinances, and regulations of the United States, and of the state and local organizations of the place of property, subdivision, and agencies thereof, and of the City, respecting the property and use thereof.

- 2) The Organizer agrees to incur the cost for the materials and/or services for field lining, drying agent, port-o-let rental, trash collection and removal of any other expenses relating to the provision of Organizer business. A bill for materials will be issued after each tournament.
- 3) The Organizer agrees to pay for field usage as outlined in Exhibit A attached to this agreement. This fee includes exclusive use of the facility and one staff person to assist with upkeep and cleanliness of the facility and fields. Field usage fees will only be charged based on actual field usage and will account for cancellations and changes in scheduling due to weather, team cancellations and other unforeseen modifications.
- 4) The Organizer shall pay all fees within 7 days after the conclusion of the tournament. Failure to pay will result in denial of future field rental requests.
- 5) The Organizer shall not assign or transfer this agreement or sublet any portion thereof without the prior written consent of the City.
- 6) The Organizer will be responsible to reimburse the City the cost of materials to repair field if excessive damage is caused from Organizer usage. Cost and repair needs will be discussed with the Organizer prior to any work being performed.
- 7) The City recommends that the Organizer require board members, coaches, officials, and parents are provided an understanding the various aspects of providing youth sports programs. The City also requires that Board Members, all Coaches and Officials undergo background checks prior to participation in Organizer activities.
- 8) The Organizer agrees that any publicity concerning the subject matter of this agreement may not be conducted without the prior approval of the City.
- 9) The Organizer is required to provide an event budget summary to the City before and after the event.

CITY RESPONSIBILITIES

- 1) The City hereby agrees that if the Organizer shall perform every one of the covenants, undertakings and agreements contained herein to be performed by the Organizer, the

Organizer shall during the term hereof, freely, peaceably, and quietly enjoy the use of the property for said public purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.

- 2) The City agrees to maintain the parks and facilities as they were utilized as a passive park without Organizer activities. The City will also mow, trim, and maintain the parks and facilities during Organizer use times as an active park. This includes mowing and trimming, bleachers, trash cans, buildings, dumpsters, tree lines, grills, playgrounds, and any additional structures, either permanent or temporary, that may be in place. The City shall provide maintenance to repair facility amenities such as the parking lot, security lights, fencing, signs, and playground areas.
- 3) The City shall coordinate all facility usage at the City's discretion and will schedule all Organizer activities as a priority during the term of this agreement.
- 4) The City shall provide sufficient staff persons for the duration of play to maintain fields, facilities, and the operation of Rice Field. If staff persons are not on site, an on-call number will be provided to the organizer.
- 5) The City shall maintain concessions operations at the Rice Field concession stand.

LIABILITY

- 1) The Organizer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Organizer, its agents, servants or employees, in the execution, performance or failure to adequately perform the Organizer's obligations pursuant to this Agreement. The Organizer further agrees to assume all risks of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by any act or omission of the City, its employees, agents, or volunteers) to any person(s) or the property of the parties, or anyone on or about the property.
- 2) The Organizer agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, including participant liability, products completed operations, personal injury and advertising injury; and the Organizer shall, at the time of the execution of this agreement, furnish the City with a satisfactory certificate of such insurance, providing for a (10) ten day advance written notice of cancellation. However, failure to obtain the required documents shall not waive the Organizer's obligation to provide them. The City, its officers, employees, and volunteers shall be named as an additional insured there under. For any claims related to this Agreement, the Organizer's insurance coverage shall be primary

insurance as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Organizer's insurance and shall not contribute with it. The Organizer shall further require the same insurance coverage and conditions from any subsequent lessee or assignee of the property.

ENFORCEABILITY

- 1) If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.

- 2) This Agreement shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, 2022.

DAN PROFITT
(Organizer)

CITY OF MIAMISBURG
(City)

By _____
Dan Profitt, Organizer

By _____
Keith D. Johnson, City Manager

Date _____, 2022

Date _____, 2022

Witness _____

Witness _____

Date _____, 2022

Date _____, 2022

Exhibit A – 2022 Field Usage and Fees

The following outlines the fees anticipated to be charged based on the agreed upon usage. All schedules should be finalized with an anticipated play schedule submitted to the City no later than 24 hours prior to the commencement of the tournament. At the conclusion of the tournament, the organizer will provide the City with the number of games played. All payments will be due in full within 7 days of the conclusion of the tournament.

- 1) Deposit
 - a. A \$250 deposit is required to hold these tournament dates for the season. This deposit is non-refundable. The deposit will be applied toward future payments. Deposit is due April 1, 2022.
- 2) Tournaments – 2022
 - a. Fees will be based upon a rate of \$30 per game.
 - b. Tournaments exceeding the use of 6 fields will be charged an additional \$5 per game.
 - c. Anticipated times used are TBD.
- 3) Material reimbursement shall be billed at a rate of \$40/ bag of field dry and \$15/bag of chalk.
- 4) Fees for actual field use and material usage will be billed at the conclusion of each tournament.

ORDINANCE NO. 6951

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH THE RAWLINGS TIGERS ORGANIZATION, O.V HAKANSON, FOR THE PURPOSE OF UTILIZING SPORTS FIELDS AT RICE FIELD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg owns and operates Rice Field, located at 2001 Cincinnati-Dayton Pike, Miamisburg, Ohio, and

WHEREAS, the City of Miamisburg typically executes baseball and softball rentals and

WHEREAS, the parties have an interest in defining and outlining facility-use for the 2022 season and have agreed to the facility use structure contained herein, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Rawlings Tigers Organization for the purposes of sports field use at Rice Field attached hereto as Exhibit "A".

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure an understanding of use for usage of Rice Field at the earliest possible date to allow for the continued planning of said facility use, this measure shall take effect and be in force from and after its passage.

Passed: March 1, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

AGREEMENT

THIS AGREEMENT, made by and between the CITY OF MIAMISBURG, hereinafter called the "City" and the Rawlings Tigers Organization, hereinafter called the "Organizer" entered on Date: _____, 2022.

WITNESSETH

WHEREAS the City owns certain property as described in this agreement; and

WHEREAS the Organizer desires to use such property for the purposes herein contained, the City and the Organizer agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and the Organizer agree as follows:

USE

1) The use of Rice Field, 2001 Dayton-Cincinnati Road, Miamisburg OH 45342

The Organizer have use access to Rice Field to coordinate and implement baseball games in accordance with the listings in Exhibit A.

The Organizer shall use only the locations designated in the agreement as outlined in the agreement.

The Organizer shall only use fields when they are deemed "Open." The status of fields is maintained daily by the Parks and Recreation Department via the application, "Rain outline."

The Organizer shall not be allowed to contract additional vendors/contractors, such as souvenir providers and concessionaires.

The Organizer shall not be allowed to subcontract the fields to other organizations and may not conduct activities for profit on the property.

The Organizer shall not be allowed to do physical work to the fields including raking, digging, administering field dry, dirt or other fertilizers or substance.

The Organizer shall keep the city up to date of intended use through a shared spreadsheet. Use must be recorded two weeks prior to ensure staffing and set up needs.

TERMS

This Agreement shall be for a term of one (1) year, commencing March 1, 2022, and expiring on February 28, 2023. On an annual basis, the City and Organizer agree to meet and review the completed year's activities, working relationship, and plan for the upcoming year's activities and needs. During that time, based upon mutual consent, this Agreement may be modified or amended.

TERMINATION OF AGREEMENT

- 1) Either party may terminate this Agreement at any time by giving a minimum 30 day's advance written notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant or condition shall be taken to constitute a waiver of any subsequent breach of covenant or condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof. The City shall have the right to terminate this Agreement as to any part of the property upon 30 day's advance written notice to the Organizer.
- 2) Either party may terminate this Agreement at any time by giving a minimum thirty (30) days advanced written notice of its intention to so terminate for the other party's failure to comply with the terms and conditions hereof.

ORGANIZER RESPONSIBILITIES

- 1) The Organizer shall maintain and keep the properties in safe and healthful condition according to the local ordinances and direction of the proper public officers during the term of this agreement. The Organizer shall not permit the same to be used for any unlawful purposes; and shall conform to and obey all existing and future laws, ordinances, and regulations of the United States, and of the state and local organizations of the place of property, subdivision, and agencies thereof, and of the City, respecting the property and use thereof.
- 2) The Organizer agrees to pay for field usage as outlined in Exhibit A attached to this agreement. Field usage fees will only be charged based on actual field usage and will account for cancellations and changes in scheduling due to weather, team cancellations and other unforeseen modifications.

- 3) The Organizer shall pay 50% of estimated fees by March 14th. The remaining 50% shall be collected at the conclusion of rentals on July 1st. The final balance will be reduced to reflect cancellations but will not be reduced to less than \$2,500 total. No refund or credit will be given for a reserved time that is cancelled by the organizer within 24 hours. Failure to pay will result in denial of future field rental requests.
- 4) The Organizer shall not assign or transfer this agreement or sublet any portion thereof without the prior written consent of the City.
- 5) The Organizer will be responsible to reimburse the City the cost of materials to repair field if excessive damage is caused from Organizer usage. Cost and repair needs will be discussed with the Organizer prior to any work being performed.
- 6) The City recommends that the Organizer require board members, coaches, officials, and parents are provided an understanding the various aspects of providing youth sports programs. The City also requires that Board Members, all Coaches and Officials undergo background checks prior to participation in Organizer activities. All coaches must also complete all trainings required by the State of Ohio for youth sports coaching.
- 7) The Organizer agrees that any publicity concerning the subject matter of this agreement may not be conducted without the prior approval of the City.

CITY RESPONSIBILITIES

- 1) The City hereby agrees that if the Organizer shall perform every one of the covenants, undertakings and agreements contained herein to be performed by the Organizer, the Organizer shall during the term hereof, freely, peaceably, and quietly enjoy the use of the property for said public purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
- 2) The City agrees to maintain the parks and facilities as they were utilized as a passive park without Organizer activities. The City will also mow, trim, and maintain the parks and facilities during Organizer use times as an active park. This includes mowing and trimming, bleachers, trash cans, buildings, dumpsters, tree lines, grills, playgrounds, and any additional structures, either permanent or temporary, that may be in place. The City shall provide maintenance to repair facility amenities such as the parking lot, security lights, fencing, signs, and playground areas.
- 3) The City shall coordinate all facility usage at the City's discretion and will schedule all Organizer activities as a priority during the term of this agreement.

- 4) The City shall provide sufficient staff persons for the duration of play to prepare and maintain fields, facilities, for Organizer use and the operation of Rice Field. If staff persons are not on site, an on-call number will be provided to the organizer.
- 5) The City shall maintain concessions operations at the Rice Field concession stand.

LIABILITY

- 1) The Organizer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Organizer, its agents, servants or employees, in the execution, performance or failure to adequately perform the Organizer's obligations pursuant to this Agreement. The Organizer further agrees to assume all risks of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by any act or omission of the City, its employees, agents, or volunteers) to any person(s) or the property of the parties, or anyone on or about the property.
- 2) The Organizer agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, including participant liability, products completed operations, personal injury and advertising injury; and the Organizer shall, at the time of the execution of this agreement, furnish the City with a satisfactory certificate of such insurance, providing for a (10) ten day advance written notice of cancellation. However, failure to obtain the required documents shall not waive the Organizer's obligation to provide them. The City, its officers, employees, and volunteers shall be named as an additional insured there under. For any claims related to this Agreement, the Organizer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Organizer's insurance and shall not contribute with it. The Organizer shall further require the same insurance coverage and conditions from any subsequent lessee or assignee of the property.

ENFORCEABILITY

- 1) If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby and shall be ratified by action of the Council of the City

of Miamisburg where appropriate to become enforceable.

2) This Agreement shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, 2022.

O.V Hakanson
(Organizer)

CITY OF MIAMISBURG
(City)

By _____
O.V Hakanson, Organizer

By _____
Keith D. Johnson, City Manager

Date _____, 2022

Date _____, 2022

Witness _____

Witness _____

Date _____, 2022

Date _____, 2022

Exhibit A – 2022 Field Usage and Fees

The following outlines the fees anticipated to be charged based on the agreed upon usage. All schedules should be finalized with an anticipated play schedule submitted to the City no later than 2 weeks prior to the commencement of the usage. A shared spreadsheet will be utilized list individual rentals and to be update as needed.

1) Fees – 2022

- a. Fees will be based upon a rate of \$20 per hour for weekdays (Mon. – Fri.)
- b. Fees will be assessed at a rate of \$35 per hour for weekends (Sat. and Sun.)
- c. 50% of fees will be due March 14th. The remaining 50% or appropriate balance will be collected July 1st.

2) Field Use is Detailed and estimated in the chart below:

Day	Weeks	# of weeks	Time	Field	Hours Per Day	Total Hours	Price per Day	Total
Monday	April 4 - July 1	13	5pm-8pm	4	3	39	\$ 60.00	\$ 780.00
Tuesday	April 4 - July 1	13	5pm-9pm	7	4	52	\$ 80.00	\$ 1,040.00
Tuesday	April 4 - July 1	13	5pm-8pm	4	3	39	\$ 60.00	\$ 780.00
Wednesday	April 4 - July 1	13	5pm-8pm	4	3	39	\$ 60.00	\$ 780.00
Thursday	April 4 - July 1	13	5pm-8pm	4	3	39	\$ 60.00	\$ 780.00
Friday	April 4 - July 1	6	5-9pm	7	4	24	\$ 80.00	\$ 480.00
Friday	April 4 - July 1	6	5pm-8pm	4	3	18	\$ 60.00	\$ 360.00
Saturday	April 4 - July 1	6	3pm-9pm	4	6	36	\$ 210.00	\$ 1,260.00
Saturday	April 4 - July 1	6	3pm-9pm	7	6	36	\$ 210.00	\$ 1,260.00
Sunday	April 4 - July 1	6	11a-5pm	7	6	36	\$ 210.00	\$ 1,260.00
Sunday	April 4 - July 1	7	11a-5pm	4	6	42	\$ 210.00	\$ 1,470.00
Sunday	April 4 - July 1	6	4:45P-7:45P	9	3	18	\$ 105.00	\$ 630.00

Total Fields	\$ 10,880.00
Sponsor Sign Field 4	\$ 300.00
Total	\$ 11,180.00
Due March 14	\$ 5,590.00
Due July 1	\$ 5,590.00

ORDINANCE NO. 6952

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$7,770,000 VARIOUS PURPOSE BONDS, SERIES 2022, BY THE CITY OF MIAMISBURG, OHIO AUTHORIZING AN OFFICIAL STATEMENT FOR THE SALE OF THE BOND, AUTHORIZING ALL NECESSARY ACTIONS AND DOCUMENTS IN CONNECTION WITH SUCH BONDS AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined it is necessary to construct various infrastructure improvements in the City; and

WHEREAS, this Council has previously authorized and issued notes presently outstanding in the amount of \$7,870,000 which notes are about to mature and should be permanently financed with an issue of Bonds; and

WHEREAS, the fiscal officer of the City has estimated the life of the improvements hereinafter described as at least five (5) years, and certified the maximum maturity of the bonds is twenty-one (21) years; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Miamisburg, Montgomery County, Ohio, in the principal sum of not to exceed \$7,770,000, for the purpose of refinancing notes in a series of notes originally issued for the purposes of (i) providing funds to pay part of the cost of constructing a new road in the City (Motoman) (\$1,350,000); (ii) providing funds to construct a new road, including road construction and related storm water improvements and related costs (United Grinding) (\$4,700,000); (iii) providing funds to acquire storm water easements and related costs (\$1,500,000); (iv) providing funds to construct a new road including road construction and related storm water, irrigation and lighting improvements (\$220,000); and (v) paying certain costs related to the issuance of the bonds, together with other permissible costs under the Uniform Public Securities Law, including the cost of printing the bonds, expense of delivery of the bonds, service charges of the paying agent and registrar, legal services and obtaining an approving legal opinion.

SECTION 2. That bonds of the City shall be issued in the principal sum of not to exceed \$7,770,000, for the purposes aforesaid. Said bonds shall be of the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof, shall be numbered from 1 upward; shall be dated as of such date as is set forth in the certificate of award setting forth the final terms of the bonds (the "Certificate of Award"); and shall bear interest from the most recent date to which interest has been paid or duly provided for, or, if no interest has been paid or duly provided for, from their dated date. Said bonds shall bear interest payable semiannually on each June 1 and December 1, or such other dates as are set forth in the Certificate of Award, as determined by the Finance Director (after negotiation with the original purchaser of the bonds) and set forth in the Certificate

of Award or in a bond purchase agreement, as applicable, which rate shall not be in excess of five and one half percent (5.50%) per annum. Said bonds shall mature or be subject to mandatory sinking fund redemption, at the times and in the respective principal amounts as determined by the Finance Director and set forth in the Certificate of Award or in a bond purchase agreement, as applicable, within the limitations set forth in Chapter 133 of the Ohio Revised Code, without further action of this council. All bonds shall finally mature not later than December 1, 2042.

The bonds of such maturities as are designated by the City Manager and Finance Director shall be callable for redemption at the option of the City at such prices and times as are determined by the Finance Director and set forth in the Certificate of Award or in a bond purchase agreement, as applicable.

If less than all bonds which are payable by their terms on the same date are to be called, the particular bonds or portions of bonds payable on such same date and to be redeemed from such series shall be selected by lot by the Paying Agent and Registrar referred to in Section 3 below, in such manner as the Paying Agent and Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof, and that, in selecting bonds for redemption, the Paying Agent and Registrar shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.

At least thirty (30) days before the redemption date of any bonds the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, postage prepaid, to all registered owners of bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure so to mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive numbers or letters, if any, of such bonds to be redeemed and, in the case of bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. In case any bond is to be redeemed in part only, the notice of redemption which relates to such bond shall state also that on or after the redemption date upon surrender of such bonds, a new bond in principal amount equal to the unredeemed portion of such bonds will be issued.

On the date so designated for redemption, notice having been sent in the manner and under the conditions hereinabove provided and moneys for payment of the redemption price being held in separate accounts by the Paying Agent and Registrar for the holders of the bonds or portions thereof to be redeemed, the bonds or portions of bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such bonds or portions of bonds on such date, interest on the bonds or portions of bonds so called for redemption shall cease to accrue, and the holders or registered owners of such bonds or portions of bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and to receive bonds for any unredeemed portions of bonds.

In case part but not all of an outstanding bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such

bond to the Paying Agent and Registrar for payment of the principal amount hereof so called for redemption, and the city shall execute and the Paying Agent and Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered a bond of the same series and maturity and bearing interest at the same rate.

SECTION 3. That said bonds shall be designated "Various Purpose Limited Tax General Obligation Bonds, Series 2022" and shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of Chapter 133 of the Ohio Revised Code and this ordinance. The bonds shall be executed by the City Manager and Finance Director, provided that the execution by either but not both of said officials may be by facsimile. The bonds may also bear the seal of the City, or a facsimile thereof, and shall bear the manual authenticating signature of an authorized representative of such bank or trust company as is designated, without further action by this Council, by the Finance Director as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the bonds. Such designation shall be evidenced by the execution and delivery of a bond registrar agreement by the Finance Director, which execution and delivery is hereby authorized.

The principal amount of each bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer any bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new bond or bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The City and the Paying Agent and Registrar may deem and treat the registered holder of the bonds as the absolute owner thereof for all purposes, and neither the City nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the bonds shall be sold at public or private sale at such price (but not less than 97% of par) as is agreed upon by the City Manager and Finance Director and the purchaser. The proceeds from the sale of said bonds, except the premium and accrued interest thereon, shall be used for the purposes aforesaid and for no other purpose; and the premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the bonds in the manner provided by law.

The City Manager and Finance Director, or either of them, are hereby authorized and directed in the name of and on behalf of the City, to execute and deliver to the purchaser either a contract of purchase or bond purchase agreement between the City and the purchaser, if such is

requested by the purchaser, which shall contain the final principal amount, rate or rates of interest and maturity schedules, redemption provisions, and such other terms and conditions concerning the bonds as may be agreed upon between the City and the purchaser. The Finance Director is hereby authorized to execute a Certificate of Award, setting forth any terms relating to the issuance of the bonds which are not specified in this Bond Legislation.

All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates, and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 5. That the bonds shall be the full general obligations of the City and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. That during the period the bonds are to run, there shall be and is hereby levied on all the taxable property in the City, in addition to all other taxes, but within applicable limitations, a direct tax annually in an amount sufficient to pay the principal of and interest on the bonds when and as the same fall due.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be irrevocably pledged for the payment of the interest and principal of said bonds when and as the same fall due; provided, however, to the extent that other revenues, including service payments in lieu of taxes, are certified, collected and appropriated for payment of debt service, said tax need not be levied.

SECTION 6. That this council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds, if any, of the bonds hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of the bonds is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of the bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These bonds have been designated "qualified tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The City does not anticipate issuing more than \$10,000,000 of "qualified tax-exempt obligations" during this calendar year.

SECTION 7. The funds derived from the sale of the bonds authorized by this ordinance become and they are hereby set aside and appropriated for the payment as described in this ordinance.

SECTION 8. That sums which are expended from the above appropriations and which are proper charges against and are repaid by any other department, any firm, person or corporation, shall be considered reappropriated for such original purpose; provided that the total appropriation as increased by any such repayment shall not be exceeded.

SECTION 9. That the Finance Director of the City of Miamisburg be and she is hereby authorized to draw her warrants of the City Treasury or Depository for payments from any of the foregoing appropriations upon receiving proper approval in accordance with the Charter, the Administrative Code, or other ordinances of the City of Miamisburg.

SECTION 10. The City Manager and Finance Director are hereby authorized and directed to cause the preparation and distribution of a Preliminary Official Statement and a final Official Statement with respect to the bonds, in such form and content as is satisfactory to them, and to prepare, execute and deliver to the original purchaser of the bonds a reasonable number of copies of an official statement which shall be deemed to be final for purposes of SEC Rule 15c2-12. The execution of the final official statement by either or both of such officers shall be conclusive evidence of its authorization and approval.

SECTION 11. If deemed necessary by bond counsel, any official having charge with respect to the issuance of the Bonds is hereby further authorized to execute on behalf of the City a Continuing Disclosure Certificate, in such form and containing such terms, covenants and conditions not inconsistent herewith, and to take such other actions as may be necessary to comply with the requirements of Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended from time to time.

SECTION 12. This Council hereby authorizes and directs the City Manager and Finance Director to take any and all actions which may be necessary to issue the bonds in book-entry-only form or in such form as will render the bonds eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefor, if the purchaser requests the bonds be issued in book-entry-only form.

SECTION 13. That the City Manager and Finance Director are hereby authorized to apply, if they deem it appropriate, for a rating on the bonds from either Standard & Poor's Corporation or Moody's Investors Service, or both, and to pay the fee for said rating to the extent authorized by law and approved by bond counsel.

The City Manager and Finance Director are hereby further authorized to apply for and, in their discretion, to purchase a policy of municipal bond insurance from any nationally recognized municipal bond insurer, if such insurance will result in net interest cost savings to the City.

SECTION 14. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or

agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 15. That the firm of Dinsmore & Shohl LLP (“Dinsmore”), is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter of Dinsmore on file with the City.

SECTION 16. This council hereby finds and determines that all formal actions relative to the adoption of this ordinance were taken in an open meeting of this council, and that all deliberations of this council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

SECTION 17. That the Finance Director is hereby directed to forward a certified copy of this ordinance to the County Auditor of Montgomery County, Ohio.

SECTION 18. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City in order to provide for the orderly refinancing of the infrastructure improvements to which it relates as herein provided, therefore this measure shall take effect and be in force from and after its passage.

Passed: March 1, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

CERTIFICATE

The undersigned, Clerk of Council, Miamisburg, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 6952 adopted March 1, 2022.

Kevin Combs

Clerk of Council

CERTIFICATE

The undersigned, Finance Director, Miamisburg, Ohio, hereby certifies that Ordinance No. 6952 was filed with the County Auditor of Montgomery County, Ohio, on March 2, 2022.

Finance Director

RECEIPT

The undersigned, County Auditor of the Montgomery County, Ohio, acknowledges receipt of Ordinance No. 6952 of the City of Miamisburg, Ohio, on _____, 2022.

County Auditor

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Miamisburg, Ohio, met in regular session, at 6:00 p.m., on the 1st day of March, 2022 in Council Chambers, with the following members present:

Colvin, McCabe, Nestor, Nicholas, Stalder, Thacker, Thompson

There was presented and read to Council Ordinance No. 6952, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$7,770,000 VARIOUS PURPOSE BONDS, SERIES 2022, BY THE CITY OF MIAMISBURG, OHIO AUTHORIZING AN OFFICIAL STATEMENT FOR THE SALE OF THE BOND, AUTHORIZING ALL NECESSARY ACTIONS AND DOCUMENTS IN CONNECTION WITH SUCH BONDS AND DECLARING AN EMERGENCY.

Mr. Thompson then moved that Ordinance No.6952 be adopted. Mr. Nestor seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The Ordinance was declared adopted March 1, 2022.

CERTIFICATE

The undersigned, Clerk of Council of the City of Miamisburg, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the Council of said city, held on the 1st day of March, 2022, to the extent pertinent to consideration and adoption of the above-entitled obligation.



Clerk of Council

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Miamisburg, County of Montgomery, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$7,770,000 Various Purpose Limited Tax General Obligation Bonds, Series 2022, dated the date of their issuance:

Mayor	<u>Michelle Collins</u>
City Manager	<u>Keith D. Johnson</u>
Finance Director	<u>Jennifer Johns</u>
Clerk of Council	<u>Kim Combs</u>
Member of Council	<u>Sarah Thacker</u>
Member of Council	<u>Ryan Colvin</u>
Member of Council	<u>Mike McCabe</u>
Member of Council	<u>Jeff Nestor</u>
Member of Council	<u>Tom Nicholas</u>
Member of Council	<u>Greg Thompson</u>
Member of Council	<u>John Stalder</u>
Law Director	<u>Phil Callahan</u>

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said City of Miamisburg, County of Montgomery, Ohio, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and redemption of the above-identified bonds.

Kim Combs

Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

The undersigned, being the fiscal officer of the City of Miamisburg, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$7,770,000 of bonds, for the purpose of refinancing notes originally issued for the purposes of refinancing a series of notes originally issued for the purposes of (i) paying part of the cost of constructing a new road in the City (Motoman) (\$1,350,000); (ii) providing funds to construct a new road, including road construction and related storm water improvements and related costs (United Grinding) (\$4,700,000); (iii) providing funds to acquire storm water easements and related costs (\$1,500,000) and related costs; (iv) constructing a new road including road construction and related storm water, irrigation and lighting improvements (\$220,000), is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is twenty-one (21) years.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March, 2022.

Finance Director

ORDINANCE NO. 6953

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2022 ASPHALT PAVING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2022 Asphalt Paving Program in accordance with law; and

WHEREAS, the City and Miami Township have entered into a Project Agreement for joint participation in the 2022 Asphalt Paving Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Barrett Paving Materials, Inc. in the amount of One Million, Seven Hundred Forty-Two Thousand, Six Hundred Seventy-Two Dollars and Ninety Cents (\$1,742,672.90) for the 2022 Asphalt Paving Program pursuant to the bid forms submitted March 2, 2022, is hereby determined to be the lowest and best bid after bidding conducted according to law and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with Barrett Paving Materials, Inc. in accordance with the terms contained in the bid specifications dated March 2, 2022.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed as soon as possible to remain on schedule for the summer road maintenance season, therefore, this measure shall be in force from and after its passage.

Passed: March 15, 2022

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6954

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2022 SIDEWALK, CURB AND GUTTER PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2022 Sidewalk, Curb & Gutter Program in accordance with law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by W.G. Stang, LLC in the amount of Five Hundred Fifty-Eight Thousand, Five Hundred and Four Dollars and Fifty Cents (\$558,504.50) for the 2022 Sidewalk, Curb and Gutter Program, pursuant to the bid forms submitted February 24, 2022, is hereby determined to be the lowest and best bid after bidding conducted according to law, and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with W.G. Stang, LLC for the 2022 Sidewalk, Curb and Gutter Program, in accordance with the terms contained in the bid specifications dated February 24, 2022.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and for the further reason that this contract is needed at the earliest possible date to remain on schedule; therefore, this measure shall take effect and be in force from and after its passage.

Passed: March 15, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6955

AN ORDINANCE VACATING A 20 FOOT UTILITY EASEMENT AND 50 FOOT CONSTRUCTION EASEMENT AS PROVIDED IN EXHIBIT "A" ATTACHED HERETO, AND DECLARING AN EMERGENCY

WHEREAS, there presently exists a 20 foot easement for utility purposes and 50 foot construction easement on a 9.337 acre tract known as 7599 S. Union Road; and

WHEREAS, the City has no legal use for said easement and desires to release all interest it may have in the same; and

WHEREAS, Council is satisfied that there is good cause for vacation and that it will not be detrimental to the public interest, and ought to be made.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

That the easement as described in Exhibit "A" which is attached hereto and made part hereof is hereby vacated.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the vacation of said alley is needed at the earliest possible date, therefore, this measure shall take effect and be in force from and after its passage.

Passed: March 15, 2022

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins
Michelle L. Collins, Mayor



NORFLEET, BROWN & PETKEWICZ INC.

CIVIL ENGINEERS AND SURVEYORS

228 BYERS ROAD • SUITE 301 • MIAMISBURG, OHIO 45342

(937) 847-2313 • FAX (937) 847-2303

RANDY H. NORFLEET, P.E., P.S.
WILLIAM C. PETKEWICZ, P.S.
DANIEL O. MUTZNER, P.E.

KIRK P. DIEHL, P.S.
ROGER L. DOOLIN, P.E.
SCOTT P. FALKOWSKI, P.E.
CHARLES R. WIRRIK, P.S.

DESCRIPTION OF SANITARY FORCE MAIN EASEMENT PREPARED FOR TRAILS OF MIAMISBURG, LLC

Situate in Section 9, Town 2, Range 5 East, Miami Township, Montgomery County, Ohio, being an easement, twenty (20) feet in width, for the installation, operation, maintenance, replacement and removal of a sanitary force main on the 9.337 acre tract conveyed to Terry J. Brill and Kathleen R. Nolan by deed recorded in Microfiche Number 98-375E09 of the Deed Records of Montgomery County, Ohio, said easement being adjacent to and parallel with the entire south line of said 9.337 acre tract and being more particularly described as follows:

STARTING FOR REFERENCE at a MAG nail found at the intersection of the centerlines of Union Road and Upper Miamisburg Road, being the northeast corner of said Section 9;

Thence from said **REFERENCE POINT** S 01°46'46" E with the east line of said Section 9 and the centerline of Union Road a distance of 2026.00 feet to an angle point in said centerline;

Thence S 01°45'00" E continuing with the centerline of Union Road a distance of 917.59 feet to an angle point in said centerline;

Thence S 54°59'46" W continuing with the centerline of Union Road a distance of 214.19 feet to an angle point in said centerline;

Thence S 11°07'14" W continuing with the centerline of Union Road a distance of 206.16 feet to the northeast corner of said 9.337 acre tract;

Thence S 11°39'21" W continuing with the centerline of Union Road and the east line of said 9.337 acre tract a distance of 81.32 feet to an angle point in said centerline;

Thence S 18°59'41" W continuing with the centerline of Union Road and the east line of said 9.337 acre tract a distance of 214.59 feet to an angle point in said centerline;

Thence S 17°30'00" E continuing with the centerline of Union Road and the east line of said 9.337 acre tract a distance of 243.11 feet to the **TRUE POINT OF BEGINNING** for the herein described easement;

Page 2.
Sanitary Force Main Easement

Thence from said **TRUE POINT OF BEGINNING** S 17°30'00" E continuing with the centerline of Union Road and the east line of said 9.337 acre tract a distance of 20.76 feet to northeast corner of the 7.678 acre tract conveyed to Jack D. Brown and Sandra K. Brown by deed recorded in Microfiche Number 99-0001C07, said corner being the southeast corner of said 9.337 acre tract;

Thence S 88°04'53" W with the north line of said 7.678 acre tract a distance of 750.60 feet to the northwest corner of said 7.678 acre tract, said corner being the southwest corner of said 9.337 acre tract and on the east line of the 50.21 acre tract (original) conveyed to Trails of Miamisburg, LLC by deed recorded in Instrument Record Number Deed 05-107335;

Thence N 01°19'27" W with the east line of said 50.21 acre tract, being a Corporation Line of the City of Miamisburg and the east line of Lot 7891 of the Consecutive Numbers of Lots of the City of Miamisburg, Ohio a distance of 20.00 feet;

Thence N 88°04'53" E parallel with and 20.0 feet north of the south line of said 9.337 acre tract a distance of 744.82 feet to the **TRUE POINT OF BEGINNING**, containing 0.343 acres within the herein described easement. Together with a temporary construction easement, fifty (50) feet in width, adjacent to and parallel with the entire south line of the 9.337 acre tract as described in Microfiche Number 98-375E09. This description prepared by Norfleet, Brown & Petkewicz, Inc. Bearings are based on the south line of the 9.337 acre tract being S 88°04'53" W as shown on Microfiche Number 98-375E09.

K P Diehl 3/31/06

Kirk P. Diehl, P.S. No. 7032
December 14, 2005
Revised March 31, 2006
Job No. 04-5625 fm esmt



EASEMENT EXHIBIT

Section 9, Town 2, Range 5 East
Miami Township
Montgomery County, Ohio

FOR: TRAILS OF MIAMISBURG, L.L.C.

REGINA G. RINDLER & MAURICE E. RINDLER
M.F. No. 92-669C11
11.325 Ac.

BEARINGS BASED ON THE SOUTH
LINE OF THE 9.337 AC. TRACT
AS DESCRIBED IN M.F. No.
98-0375E09 AS BEING
S 88°04'53" W.

LOT 7890
TRAILS OF MIAMISBURG, L.L.C.
I.R. No. 05-104537
TRACT 1 N 13°33'16" W
38.248 Ac.

LOT 7891
TRAILS OF MIAMISBURG, L.L.C.
I.R. No. 05-107355
50.21 Ac.
(ORIG.)

TERRY J. BRILL & KATHLEEN R. NOLAN
M.F. No. 88-0375E09
9.337 Ac.

JACK D. BROWN & SAURA K. BROWN
M.F. No. 99-0001C07
7.678 Ac.

GRAPHIC SCALE



K.P. Diehl
3/31/06

KIRK P. DIEHL, P.S.
OHIO LICENSE NO. 7032

NB
NORFLEET, BROWN & PETKEWICZ
ENGINEERS - SURVEYORS
228 BYERS ROAD, SUITE 301
MIAMISBURG, OHIO 45342
(937) 847-2313

SCALE 1" = 150'
DATE 12-14-05, REV. 3-31-06
DRAWN J.T.P.
JOB No. 04-5625
CHK'D

ORDINANCE NO. 6956

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MIAMI CONSERVANCY DISTRICT CONCERNING THE GREAT MIAMI RIVERWAY DISTRICT FOR A PERIOD BEGINNING 2022 AND ENDING IN 2027 AND TO PROVIDE ANNUAL FINANCIAL SUPPORT FOR THE PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg, a member jurisdiction of the Miami Conservancy District and City located along the Great Miami River, agreed to participate in a multi-jurisdictional economic development initiative called "The Great Miami Riverway"; and

WHEREAS, the mission of the initiative is to increase use of recreational, historical, and cultural assets, attract more visitors, support economic development, and strengthen river corridor neighborhoods; and

WHEREAS, the member jurisdictions will participate in the Great Miami Riverway Coalition whose purpose is to enhance the community connections to our river, trail, and each other-through communications, programs, outreach and development-so that we can achieve regional vitality and;

WHEREAS, the initiative will provide benefits to all member jurisdictions of the Coalition as defined hereinafter; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to execute the intergovernmental cooperation agreement attached hereto as Exhibit A.

Section 2.

The Council of the City of Miamisburg, Ohio hereby appropriates, and the Finance Director is hereby authorized to pay, from Account No. 110.510.52365, Twelve Thousand Dollars (\$12,000), annually each of the next five years for costs related to this multi-jurisdictional economic development initiative.

Section 3.

This measure is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason that Montgomery County has requested that the jurisdictions approve the agreement at the earliest possible date, therefore, this measure shall take effect and be in force from and after its passage.

Passed: March 15, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle Collins

Michelle Collins, Mayor

ORDINANCE NO. 6957

AN ORDINANCE TO ENTER INTO A CONTRACT WITH COUNTYCORP FOR MANAGEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND CITY OF MIAMISBURG LOCAL FUNDS FOR THE OWNER-OCCUPIED HOME REHABILITATION PROGRAM, TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL CONTRACTS AND AGREEMENTS RELATED THERETO AND DECLARE AN EMERGENCY.

WHEREAS, the City of Miamisburg was awarded \$100,000 in Community Development Block Grant (CDBG) funds from Montgomery County in FY2020; and

WHEREAS, the City of Miamisburg allocated \$25,000 in matching funds; and

WHEREAS, CDBG funds must be earmarked for projects or programs benefiting low and moderate income households in Montgomery County; and

WHEREAS, the City of Miamisburg believes the best use of these funds is to continue the Owner-Occupied Home Rehabilitation Program (OOHRP) to assist low and moderate income households with basic home repairs and property enhancements to improve the local housing stock, reduce instances of property neglect, and help residents remain in their homes; and,

WHEREAS, CountyCorp has proven, through prior similar agreements, to be an outstanding agency with extensive experience managing CDBG funds on behalf of the City of Miamisburg; and,

WHEREAS, the contract with CountyCorp should be immediately initiated and executed to allow promotion of the OOHRP as soon as possible.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.


City Council hereby authorizes the City Manager to execute a contract with CountyCorp for management of CDBG funds in association with the Owner-Occupied Home Rehabilitation Program. The contract is enclosed and labeled herein as Exhibit A.

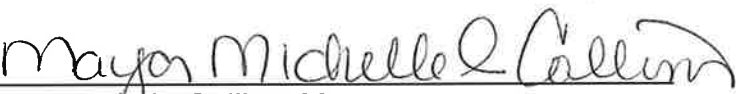
Section 2.

City Council hereby authorizes the City Manager to make any and all changes to the contract of a minor nature that do not materially change the conditions of the contract or allocation of funds.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare by allowing for the expenditure of public funds to the benefit of low- and moderate-income households in the City of Miamisburg, therefore, this ordinance shall take effect and be in force from and after its passage.

Passed: April 5, 2022 Attested: 
Kim Combs, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

**CDBG AGREEMENT
BETWEEN
THE CITY OF MIAMISBURG
AND
COUNTY CORP
FOR THE OWNER-OCCUPIED HOME REPAIR & REHAB PROGRAM**

THIS AGREEMENT, entered into this _____ day of _____, 2022, is between the CITY OF MIAMISBURG OHIO, a municipal corporation in and of the State of Ohio (hereinafter referred to as "City") and COUNTY CORP, a not-for-profit corporation organized under the laws of the State of Ohio (hereinafter called "County Corp").

WITNESSETH, THAT:

WHEREAS, the City has applied to Montgomery County for the Owner-Occupied Home Repair and Improvement Program Phase III and received an award from the County's CDBG Grant No. B-20-UC-39-0004 and attached hereto (Exhibit C) from the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, the Project set forth herein will meet one of the Community Development Block Grant (hereinafter referred to as "CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency;

WHEREAS, the City desires to engage County Corp to render housing repair services through the provisions of the CDBG program;

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and County Corp agree as follows:

ARTICLE I. SCOPE OF SERVICES

County Corp shall provide the work and services, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Work and Services are more fully described in Exhibit A "Scope of Services," which is attached hereto and incorporated herein.

ARTICLE II. TERM OF CONTRACT

This Agreement shall commence upon execution by both parties and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate 24 months from the date of execution, or when all funds herein have been expended, whichever is first to occur. However, in the event the funds subject to this Agreement are not expended within the term of the contract, the contract shall continue on a month-to-month basis until such time the funds are fully expended or the Agreement is terminated by either party.

ARTICLE III. GRANT OF FUNDS AND PAYMENT

The City has available \$100,000 of FY20 CDBG funds and \$25,000 in local match, for a total Program budget of \$125,000. Payment of eligible expenses shall be made against the line item budgets specified in Exhibit B, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for project delivery shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and County Corp. This Agreement may be amended as needed to reflect additional CDBG awards via approval by both the City and County Corp.

ARTICLE IV. GENERAL CONDITIONS

A. Compliance

1. County Corp agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this Agreement.
2. County Corp agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.
3. County Corp agrees to prohibit the use of federal funds for lobbying in compliance with the following:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of County Corp, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan or cooperative agreement, County Corp shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. County Corp shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

By executing this Agreement, County Corp acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City,

County Corp shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this provision. County Corp shall have no authority to assume or create any obligations on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

County Corp, its employees and any persons retained or hired by it to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Miamisburg. Further, County Corp shall be responsible to withhold and pay, or cause such agents, contractors, and sub-contractors to withhold and pay, all applicable local, state, and federal taxes.

C. Indemnification

County Corp agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of County Corp or its employees, agents, subcontractor(s), and representatives. Further, in the event that County Corp violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, County Corp shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. Workers' Compensation

County Corp shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

County Corp shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)**. County Corp shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

County Corp shall ensure recognition of the City and grantor agency (Montgomery County) in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, County Corp will include a reference to the support provided in all publications made possible with funds made available under this Agreement. County Corp shall inform grant recipients and contractors that the City may advertise the source of project funds through on-premises signage or other similar means placed on the property at its own discretion.

G. Amendments

The City or County Corp may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City's Community Development Director or designee, and, if applicable or required, approved by the City Manager and the Miamisburg City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the City or County Corp from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and County Corp.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if County Corp materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of County Corp to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by County Corp to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or County Corp, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The terminating party shall provide 30 days written notice of the intention to terminate. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

County Corp affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

ARTICLE V. CONTACTS

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or County Corp by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City: City of Miamisburg, Ohio
Development Director
20 E. Central Avenue
Miamisburg, Ohio 45342
Attn: Chris Fine

To County Corp: County Corp
130 W Second Street
Suite 1420
Dayton, OH 45402
Attn: Courtney Schneider

Nothing contained in this subsection shall be construed to restrict the transmission of routine communications between representatives of the City and County Corp.

ARTICLE VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

County Corp agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

County Corp shall administer its program in conformance with 2 CFR Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.

b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents

pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

County Corp shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

County Corp shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request. These records will also be made available to Montgomery County.

3. Retention of Records and Documentation

County Corp shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

County Corp understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or County Corp's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

County Corp's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that County Corp has control over CDBG funds, including Program Income.

6. Audits, Monitoring, and Evaluation

All County Corp records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by County Corp within thirty (30) days after notice thereof. Failure of County Corp to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. County Corp hereby agrees to have an annual audit conducted in accordance with current City policy concerning County Corp audits. County Corp shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

County Corp shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. County Corp shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. Property Records

County Corp shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 560.503 (b) (8) and 2 CFR Part 200, as applicable.

C. Reporting Procedures

1. Program Income

County Corp shall report no less than quarterly all "Program Income," as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by County Corp shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, County Corp may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

No indirect costs will be charged.

3. Payment Procedures

The City will pay to County Corp funds available under this Agreement based upon information submitted by County Corp and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by County Corp, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in County Corp accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of County Corp.

4. Progress Reports

County Corp shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. Procurement

1. Compliance

County Corp shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

County Corp shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow

Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. OMB Standards

Unless specified otherwise within this agreement, County Corp shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

County Corp shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. County Corp shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under County Corp's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If County Corp fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, County Corp shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. County Corp may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by County Corp for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

County Corp agrees to comply with all local and state civil rights statutes, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

County Corp agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

County Corp shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

County Corp shall adhere to all non-discriminatory provisions of the contract between the City of Miamisburg and Montgomery County as noted herein, more specifically Section 12 of said Contract entitled "Non-Discrimination."

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, County Corp shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. County Corp, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

County Corp shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide County Corp with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

County Corp agrees that it shall be committed to carry out, pursuant to the City's specifications and/or Montgomery County's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. Affirmative Action guidelines maybe provided to County Corp to assist in the formulation of such program. County Corp shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Businesses

County Corp will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. County Corp may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

County Corp shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

County Corp will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of County Corp's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

County Corp will, in all solicitations or advertisements for employees placed by or on behalf of County Corp, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

County Corp will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

County Corp is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards

County Corp agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. County Corp agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. County Corp shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

Davis-Bacon requirements will not be applicable as work is being performed on single-family housing units.

D. Conduct

1. Assignability

County Corp shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to County Corp from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. Subcontracts

a. Approvals

County Corp shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

b. Monitoring

County Corp will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

County Corp shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

County Corp shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. Hatch Act

County Corp agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

County Corp agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

- a. County Corp shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer, or agent of County Corp shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, County Corp, or any designated public agency.

5. Lobbying

County Corp hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of Paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. and 2 CFR 200.450. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)** and not more than **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

County Corp agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

County Corp shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Environmental Review

Miamisburg shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.) as it is applied at 24 CFR Part 58, including any requirements that may be imposed as a result of its responsibility for environmental review, decision-making, and action under NEPA Home. Miamisburg will work with Montgomery County to submit a copy of an Environmental Review & Assessment for each project address as required in 24 CFR Part 58.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), County Corp shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

County Corp agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

ARTICLE IX. HISTORIC PRESERVATION

County Corp agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the City and/or State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The City and/or State must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

ARTICLE X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XI. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XII. WAIVER

The City's failure to act with respect to a breach by County Corp does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and County Corp for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and County Corp with respect to this Agreement.

ARTICLE XIV. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City and County Corp, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF MIAMISBURG, OHIO

COUNTY CORP



City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**



City Attorney

EXHIBIT A

COUNTY CORP OWNER-OCCUPIED HOME REPAIR & REHAB PROGRAM

1. SCOPE OF SERVICES

County Corp will use all funds granted and received from the City of Miamisburg hereunder to operate the Owner-Occupied Home Repair & Rehab Improvement Program. This program will result in the repair of at least 10 households within the City of Miamisburg corporate limits who are at or below eighty percent (80%) of the Area Median Income. The minimum job amount that County Corp is willing to consider is \$3,000 per household.

County Corp will provide home repair and handicapped accessibility modifications for homeowners in the City of Miamisburg. The home repair grants, with a maximum contribution of \$10,000 (CDBG and City match funds) per unit, will provide for the repair or replacement of housing components that pose code violations and/or in significant need of rehabilitation.

A. Program Descriptions

The services offered through the Owner-Occupied Home Repair & Rehab Program will include home repairs and handicapped accessibility modifications. The maximum cost per unit will be calculated by the direct costs associated with each unit, including materials, labor, and work by subcontractors, and the administrative costs added together. Below is a description of such repairs.

Home Repairs. Home repairs are defined as improvements made to correct code violations, rehabilitate, or to protect property from further structural damage. These repairs will bring the property up to local codes and standards. Home repair items include, but are not limited to, such items as:

- Furnace/heating components;
- Air conditioner;
- Plumbing;
- Hot water heater/tank;
- Roof/gutters;
- Deteriorated drain/waste/vent lines;
- Presence of gas fumes/gas lines;
- Windows and doors (when not disturbing paint);
- Electrical systems;
- Crumbling or loose steps that, if not repaired, will collapse or cause a fall;
- Driveway or sidewalk outside the public right-of-way;
- Deck, porch, or stoop;
- Exterior chimney;
- Siding, brick, or other exterior cladding.

Handicapped Accessibility Modifications. Handicapped accessibility modifications are defined as improvements made to homes of persons with disabilities to make the home more accessible. Improvements are designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly and/or disabled persons. Accessibility modification items include, but are not limited to, such items as:

- Installing grab bars/handrails;
- Widening doorways, ramps, and showers;
- Modifying commodes and vanities;
- Broken stairs or ramps replacement/repair;
- Repairing driveway or sidewalk outside the public right-of-way.

2. COMMUNITY DEVELOPMENT OBJECTIVES

County Corp certifies that the activity(ies) carried out under this Agreement will meet the National Objective of benefitting low- and moderate income (LMI) persons under the LMI Housing subcategory. The program will maintain the supply and availability of safe, decent, and affordable housing for low- and moderate-income residents, improve the general interior and exterior conditions of the housing stock in the City, provide housing rehabilitation opportunities for low- and moderate-income residents of the City, increase the percentage of neighborhood residents who rate their neighborhood desirable, reduce the number of homeowners forced from their homes due to deteriorated housing and substandard living conditions, and encourage private investment in the neighborhoods.

3. PROGRAM GUIDELINES

The program provides the funding, labor, and materials necessary to correct substandard, unsanitary, and deteriorated conditions of low- and moderate-income owner-occupied residences. Eligible geographic areas for the program include the entire municipal corporation limits of the City of Miamisburg. Only owner-occupied single family (one unit) residential structures are eligible to participate in the program. Although available citywide to all qualified homeowners, the program will be heavily marketed within the CARES I and II geographies. Properties purchased by land contract are not eligible under this program unless the land contract documents have been properly recorded by the Montgomery County Recorder's Office. Properties in foreclosure are not eligible for funding under this program. Property taxes must be current, or if not current, a payment plan must be in place with the County.

Eligible beneficiaries of this program include households earning eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated on the following page, or amended thereto upon release of new information from HUD.

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Montgomery County HUD Income Limits*

4/1/2021 INCOME LIMITS								
50% or below = State EA, City and County CDBG EA Match Funds								2021 MEDIAN FAMILY INCOME = \$75,700
80% or below = CDBG, Carillon Façade Improv., Centerpoint Energy (Formerly Vectren)								
AMI								
Number of Persons per Household								
	1	2	3	4	5	6	7	8
30%	\$15,900	\$18,200	\$21,960	\$26,500	\$31,040	\$35,580	\$40,120	\$44,660
50%	\$26,500	\$30,300	\$34,100	\$37,850	\$40,900	\$43,950	\$46,950	\$50,000
Very Low								
80%	\$42,400	\$48,450	\$54,500	\$60,550	\$65,400	\$70,250	\$75,100	\$79,950
Low								
100%*	\$53,000	\$60,600	\$68,200	\$75,700	\$81,800	\$87,900	\$93,900	\$100,000

*Limits will be updated with 2022 numbers once they come out (estimated for May 2022)

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City utilizes a performance measurement system that is based on an outcomes-based approach to funding projects. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its grantees. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The City shall report outcomes-based accomplishments to Montgomery County. The City therefore requires County Corp to submit performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation.

5. RESPONSIBILITIES

A. County Corp

County Corp will be responsible for determination of household eligibility based on income, application intake and processing, development of rehabilitation/repair work specifications, preconstruction

conferences, coordination of services for the completion of the repairs, inspection of rehabilitation work, compliance with all CDBG regulations, final inspection of repairs completed, client satisfaction survey, and preparation of reports to City as detailed in Section 9, Reporting Procedures. County Corp will respond to all complaints regarding repairs performed by County Corp for one year from date of completion, and client satisfaction survey.

Funds will be used to address code violations, health and safety items, and incipient repair items as identified by County Corp. All repairs must be performed in accordance with local building code standards.

B. City of Miamisburg

Miamisburg will market the program to households which exhibit code violations, show signs of severe disrepair/distress, or whose owner has expressed the need for home or accessibility repairs. The City will serve as the initial point of contact for the program and provide initial applicant screening services to identify prospective candidates. The City will forward projects meeting the initial screening requirements to County Corp for further consideration and processing in accordance with this Agreement.

6. BUDGET

The program budget is attached to this document as Exhibit B.

7. STAFFING

County Corp shall assign the following staff as Key Personnel to the Owner-Occupied Home Repair & Improvement Program:

Staff Member Title	General Program Duties	Time Allocation
Courtney Schneider	The incumbent in this position will lead in both funds for and awareness of County Corp and its services throughout the Miamisburg, OH market by identifying, researching, tracking, managing, and stewarding key donors and donor organizations. Manage processing of applications and supporting documents required by homeowners.	4 hrs/week
Ben Deacon	Construction management; will determine scope of work with clients; assist clients in managing bidding process and their selection of contractors; manage construction and ensure it is completed and obtain homeowner statement of satisfaction upon project completion.	8 hrs/week
Tracy Schultz	Financial management of program; tracking payroll hours and other costs	1 hr/week
Casey Laughter	Process applications and supporting documents required by homeowners.	4 hrs/week

Adam Blake	Staff Management	0.5 hr/week
Kimetta Parker	Contract administration	1 hour/week

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse County Corp for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B. County Corp shall submit all invoices and supporting documentation to the Community Development Director's attention.

County Corp's invoice shall contain the City contract number, invoice number, period covered, work completed, written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination, total amount requested, list of enclosed documents, agreement funding balance, other information County Corp wishes to communicate to the City, and signature of County Corp's Chief Financial Officer.

County Corp shall collect, maintain, and submit the following documentation and information with invoices for payment.

- For Project administration, County Corp will include:
 1. Fee of \$1,500 per housing unit.
- For supplies/materials, the documentation and information shall include:
 1. Invoice from vendor or company detailing the item(s)/services purchased and a copy of Contractor's check showing that County Corp paid the vendor for goods/services.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to County Corp in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, County Corp must record the name, address, sex and age of homeowner, the number of people in the household, total household income, racial and ethnic data of household members, a description of work and services to be performed for homeowner, a signed agreement with homeowner, work specifications, and proof of payment to contractor(s).

County Corp will maintain case files, including the above information for a period of not less than four years after completion of the program. County Corp will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VI of the Agreement.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the City's Development Department.

County Corp agrees to submit on the fifteenth (15th) day of each month a written progress report covering the agreed upon objectives, activities, and expenditures. On April 1, 2024, or within 15 days of the date of termination or expiration of this Agreement, County Corp will provide to the City a comprehensive report covering the agreed upon objectives, activities, and expenditures for the prior fiscal year ending.

County Corp will keep records of and report for statistical purposes, which details at a minimum:

1. Total number of applicants for assistance;
2. Total number of applicants determined to be eligible for assistance;
3. Total number of applicants from income eligible households;
4. Total number of applications approved for assistance;
5. Start date and completion date of properties receiving assistance;
6. Locations of properties receiving assistance;
7. Demographic profile of applicants and approved recipients;
8. Number of households assisted (unduplicated addresses assisted/served);
9. Description of work completed for each household assisted; and
10. Progress of work yet to be performed for each household assisted, expenditures, and remaining balance.

11. COMMUNICATIONS

All notices and correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article V of the Agreement, or their designee(s).

EXHIBIT B

BUDGET

The following is the budget for the Owner-Occupied Home Repair & Rehab Program to be administered by County Corp. Unless otherwise noted, this budget may only be modified through formal written amendment approved by the City and County Corp.

Fiscal Year 2020 Funding:

	CDBG Funds	Local Match	Total
Housing Repairs/Modifications	\$85,000	\$20,000	\$105,000
Project Administrative Fee	\$15,000	\$5,000	\$20,000
Total Program Costs:	\$100,000	\$25,000	\$125,000

Requests for payment of eligible expenses will be associated with the line items as stated above. Expenses for eligible costs incurred after contract execution date may be invoiced and shall be paid upon execution of this agreement.

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EXHIBIT C

**AGREEMENT FOR DELEGATION OF ACTIVITIES
MONTGOMERY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT NO. B-20-UC-39-0004**

ORDINANCE NO. 6958

AN ORDINANCE PROVIDING FOR THE ADOPTION OF POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES FOR TAX EXEMPT OBLIGATIONS AND CONTINUING DISCLOSURE OBLIGATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg, Ohio (herein called the "City"), a municipality created and existing under the laws of the State of Ohio, is authorized and has from time to time issued obligations (the "Obligations"), in accordance with the provisions of the Ohio Revised Code, to fund the cost of various capital projects and improvements; and

WHEREAS, certain Obligations receive favorable tax treatment pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (together, the "Rules"); and

WHEREAS, the City wishes to comply with all applicable Rules to maintain such favorable tax treatment of all of such outstanding and future Obligations; and

WHEREAS, certain Obligations are subject to certain primary and secondary disclosure requirements set forth in Securities and Exchange Commission Rule 15c2-12 ("15c2-12"); and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

SECTION 1. The Council hereby adopts the Post-Issuance Compliance Policies and Procedures for Tax-Exempt Obligations, attached hereto as Exhibit A, and Post Issuance Continuing Disclosure Compliance Policies and Procedures, attached hereto as Exhibit B together with the Post-Issuance Compliance Policies and Procedures for Tax-Exempt Obligations (the "Post-Issuance Compliance Polices").

SECTION 2. That upon adoption of the Post-Issuance Compliance Policies, the Finance Director and the City Manager are hereby authorized to take all actions necessary to adhere to the provisions set forth in such Post-Issuance Compliance Policies.

SECTION 3. That it is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this board, and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 4. This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council authorization is needed at the earliest possible date, therefore, this measure shall take effect and be in force from and after its passage.

Passed: April 5, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins
Michelle L. Collins, Mayor

Exhibit A

Post-Issuance Compliance Policies
Tax-Exempt Obligations

City of Miamisburg, Ohio
Post-Issuance Compliance Policies and Procedures
For Tax-Exempt Obligations

Adopted April 5, 2022

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SECTION 1. Purpose.

It is the policy of the City of Miamisburg, Ohio (the “Issuer”) to comply with all applicable federal tax rules related to its tax-exempt debt. The applicable federal tax rules include compliance with all applicable federal tax documentation and filing requirements, yield restriction limitations, arbitrage rebate requirements, use of proceeds and financed projects limitations and recordkeeping requirements. Given the increasing complexity of the federal tax law applicable to the Issuer’s tax-exempt debt, the Issuer hereby formally adopts the following policies and procedures concerning its tax-exempt obligations (the “TE Policies and Procedures”).

These TE Policies and Procedures are intended to serve as a guide for the Issuer to facilitate compliance with federal tax law applicable to the Issuer’s outstanding tax-exempt debt (including conduit tax-exempt obligations). In the event these policies and procedures conflict, in whole or in part, with the federal tax agreement or federal tax certificate prepared on behalf of the Issuer in connection with a tax-exempt debt issuance (the “Tax Certificate”), the terms of the applicable Tax Certificate shall control.

SECTION 2. Responsibility of City of Miamisburg Officials

Except as otherwise described herein, the Issuer’s Executive Officers have primary responsibility for ensuring that the Issuer’s outstanding tax-exempt debt issuances are, and will remain, in compliance with federal tax law. The Finance Director (the “Compliance Officer”) of the Issuer will be the specific individual having primary responsibility for the implementation of these policies and procedures. The Compliance Officer will consult with third-party professionals (e.g., the Issuer’s bond counsel and arbitrage calculating agent), as necessary, to ensure compliance with such rules, including these policies and procedures.

The Issuer is an issuer of governmental obligations and from time to time may serve as a conduit issuer of certain tax-exempt obligations. When the Issuer serves as a conduit issuer, a substantial portion of the post-issuance compliance duties will be imposed on the conduit borrower. Specifically, the conduit borrower will have primary responsibility for ensuring compliance with all matters concerning the tax-exempt status of the tax-exempt obligations except those matters that are under federal tax law exclusively limited to actions of the Issuer (e.g., information return filings).

SECTION 3. Closing of Tax-Exempt Obligation Issuances

I. Tax Certificates

The Issuer’s bond counsel for that transaction (the “Bond Counsel”), with assistance from the Issuer and other professionals associated with the financing, shall prepare a Tax Certificate in connection with each tax-exempt debt issuance issued by the Issuer, to the extent required by law, to be executed by the Issuer, and any other relevant parties determined by Bond Counsel, at closing. The Tax Certificate shall serve as the operative document for purposes of establishing the Issuer’s reasonable expectations as of the date of issue for the tax-exempt obligation, and may provide a summary of the federal tax rules applicable to such issuance. The Compliance Officer, in consultation with Bond Counsel and, if applicable the Issuer’s counsel, will review

the Tax Certificate prepared for each of the Issuer's tax-exempt obligation before the closing of the issue.

The Tax Certificate will be included as part of the transcript for each tax-exempt obligation issued, and in all events the Issuer will keep a copy of the final executed version of the Tax Certificate in accordance with the provision of Section 7, "Recordkeeping," of these TE Policies and Procedures.

II. *Internal Revenue Service Form 8038, 8038-G, 8038-GC – Tax-Exempt Bonds*

Bond Counsel, with assistance from the Issuer and other professionals associated with the financing, shall prepare an Internal Revenue Service Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, or Form 8038-GC, Informatory Return for Small Tax-Exempt Governmental Bond Issuer, Loans, and Installment Sales, as applicable, in connection with each tax-exempt obligation issued by the Issuer, which the Compliance Officer or its designee will review prior to closing. Each Internal Revenue Service Form 8038, 8038-G or 8038-GC, as applicable, prepared for a tax-exempt obligation will be filed with the Internal Revenue Service no later than the 15th day after the 2nd calendar month after the close of the calendar quarter in which the tax-exempt obligation to which such Form 8038, 8038-G or 8038-GC, as applicable, relates is issued. All Form 8038s, 8038-Gs, and 8038GCs shall be filed by Bond Counsel with the Internal Revenue Service at the address required by such Form or the Internal Revenue Service, which is currently Internal Revenue Service Center, Ogden, UT 84201 (the "Ogden Submission Processing Center").

The Internal Revenue Service Form 8038, 8038-G, 8038-GC, as applicable, will be included as part of the transcript for each tax-exempt obligation issued by the Issuer, and in all events the Issuer will keep a copy of the final executed version of the Internal Revenue Service Form 8038, 8038-G, 8038-GC, as applicable, in accordance with the provisions of Section 7, "Recordkeeping," of the TE Policies and Procedures.

III. *Late Filing of Information Returns*

The Issuer may request an extension of time to file Forms 8038, 8038-G, or 8038-GC, as applicable, if the failure to file the return on time was not due to willful neglect. To request an extension, the Issuer will follow the procedures outlined in Revenue Procedure 2002-48, 2002-37 I.R.B. 531. These procedures generally require that the Issuer: 1) attach a letter to the return filed (such as Form 8038, 8038-G, 8038-GC) briefly explaining when the return was required to be filed, why the return was not timely submitted, and whether or not the bond issue is under examination; 2) enter on top of the return "Request for Relief under Section 3 of Revenue Procedure 2002-48;" and 3) file the letter and the return with the IRS at the applicable IRS address, currently the Ogden Submission Processing Center.

IV. *Volume Cap Limit*

The volume cap limit for certain qualified private activity bonds, as set forth in section 146 of the Code, limits the Issuer to a maximum amount of tax-exempt bonds that can be issued to finance a particular qualified purpose during a calendar year. If, during a given year, the

Issuer issues qualified private activity bonds in excess of its applicable volume cap limit, the tax-exempt status of those bonds is jeopardized. The Issuer will monitor volume cap allocations in order to properly file information returns and make carryforward elections. Certain types of qualified private activity bonds do not require volume cap allocations. In addition, certain current refunding bonds do not require volume cap allocations to the extent the amount of refunding bonds does not exceed the outstanding amount of the refunded bonds.

Certain governmental bonds and 501(c)(3) bonds may also require volume cap if certain requirements are met. The Issuer will review or cause Bond Counsel to review governmental bonds and 501(c)(3) bonds to ensure that no volume cap is needed in connection with the issuance of those bonds.

In the event of drawdown bonds or similar arrangement, the requirement of Notice 2011-63 must be satisfied.

V. *Carryforward of Unused Volume Cap*

The Issuer may elect to carry any unused volume cap of a calendar year forward for three years. This election can be made for each of the carryforward purposes described in section 146 of the Code. These purposes generally include the qualified private activity bond purposes subject to volume cap except for the purpose of issuing qualified small issue bonds. This election is made by filing IRS Form 8328, Carryforward Election of Unused Private Activity Bond Volume Cap, by the earlier of February 15th following the year in which the unused amount arises or the date of issue of any bonds pursuant to the carryforward election. Once Form 8328 is filed, the Issuer may not revoke the carryforward election or amend the carryforward amounts shown on the form. Errors on this form cannot be corrected through an amended filing. The conduit issuer will file a TEB Voluntary Closing Agreement Program request to correct mathematical, typographical, and similar errors. See Notice 2008-31, 2008-11 I.R.B. 592, and section 7.2.3 of the Internal Revenue Manual.

VI. *Public Approval Requirement*

Generally, prior to issuance, qualified private activity bonds (including qualified 501(c)(3) bonds) must be approved by an applicable elected representative for the governmental entity issuing the bonds and, in some cases, for each governmental entity having jurisdiction over the area in which the bond-financed facility is to be located. The public approval must occur after the holding of a public hearing following reasonable public notice in advance of the public hearing and must be completed within a prescribed period. As such, the Issuer is involved in certain aspects of the public approval process. Public approval by a governmental unit may also be by voter referendum. Section 147(f) of the Code and Section 5f.103-2 of the Treasury Regulations define the specific rules for this requirement. The Issuer will cause Bond Counsel to ensure that the public approval requirements applicable to the bonds are satisfied.

VII. *Limitations Relating to Fees Charged by the Conduit Issuer*

In conduit bond issues, the Issuer may charge fees payable either out of the bond proceeds or by the conduit borrower. Such fees may be used by the Issuer to offset all or a portion of the costs payable by the Issuer related to its role and may also be used to raise funds

for governmental purposes of the Issuer. Such fees may increase the effective yield of the conduit loan when viewed by the Issuer as a purpose investment. Section 148 of the Code generally limits the yield on purpose investments to the yield on the bonds plus a spread. This limitation effectively limits the size of the fees that may be charged by the Issuer regardless of whether paid periodically or up front. The Issuer will ensure that the yield on the conduit loan does not exceed the yield on the bonds by more than the permitted spread in order to prevent the bonds from becoming arbitrage bonds.

VIII. *Certification Regarding Expectations for Use and Investment of Proceeds*

The Treasury regulations generally require the Issuer to make a certification regarding its expectations in certain bond deals. Section 1.148-2(b)(2)(i) provides that an officer of the Issuer responsible for issuing the bonds must, in good faith, certify the Issuer's reasonable expectations as of the issue date. The certification must state the facts and estimates that form the basis of the issuer's expectations. The certification is evidence of the Issuer's expectations, but does not establish any conclusions of law or any presumptions regarding either the Issuer's actual expectations or their reasonableness. This certification is not required if the Issuer reasonably expects, as of the issue date, that there will be no unspent gross proceeds after the issue date, other than gross proceeds in a bona fide debt service fund or the issue price of the bond issue does not exceed \$1,000,000. The Issuer will review bond issuances to make sure that the certification requirements described above are satisfied.

IX. *Reimbursement Declarations of Official Intent*

Under section 1.150-2 of the Treasury regulations, the Issuer or the conduit borrower, in conduit issues, is permitted to use bond proceeds to reimburse certain expenditures paid before the date of issuance subject to certain requirements. One requirement is that the Issuer must adopt a declaration of official intent to reimburse expenditures not later than 60 days after the reimbursed expenditure is paid. In the case of qualified 501(c)(3) bonds only, the conduit borrower may adopt a declaration of official intent instead of the Issuer. Accordingly, for virtually all types of qualified private activity bonds the Issuer must act to adopt declarations of official intent to permit reimbursement financing. If a bond issue will provide for reimbursement, the Issuer will make sure an official intent is adopted timely.

X. *Qualified Hedge*

An issuer pursuant to section 1.148-4(h) of the Treasury regulations must identify a qualified hedge on its books and records maintained for the hedged bonds not later than three (3) days after the date on which the conduit issuer (or conduit borrower) and the hedge provider enter into a hedge contract. If the Issuer or the conduit borrower enter into a hedge, the Issuer will verify whether the hedge is intended to be a qualified hedge and ensure Bond Counsel takes appropriate steps.

SECTION 4. Use of Debt Proceeds – Tax-Exempt Bonds

I. Overview

The Issuer will review its uses of its tax-exempt debt financed facilities for “private business use” and the conduit borrowers will review their use of tax-exempt debt financed facilities for compliance with application use restrictions on such facilities. In addition, the Issuer will consult, as needed, with its bond counsel regarding the applicable federal tax limitations imposed on its outstanding tax-exempt debt issuances and whether arrangements with third parties give rise to private business use of the financed projects. For these purposes, the Issuer will monitor all uses of its tax-exempt debt financed facilities, including but not limited to uses pursuant to a management contract, operating agreement, license, lease, sublease, naming rights agreement, research agreement, clinical trial agreement, and joint venture or partnership arrangement. In the event the Issuer enters into an arrangement involving a facility for which tax-exempt debt is outstanding, and that gives rise to private business use, the Issuer will consult its bond counsel regarding the arrangement and whether such arrangement impacts the tax-exempt status of the Issuer’s outstanding debt, as applicable.

II. Private Use Generally

The Issuer will not knowingly take or permit to be taken any action that would cause any of its outstanding tax-exempt debt issuances to become “private activity bonds,” as described below. Generally, an issue of tax-exempt debt will be considered “private activity bonds” if more than 10% of the proceeds of the debt are used directly or indirectly in any trade or business carried on by a private business user and more than 10% of the debt service on the debt is directly or indirectly (1) secured by any interest in property used or to be used in any trade or business carried on by a private business user, or (2) derived from payments made in respect of property used or to be used in any trade or business carried on by a private business user.

III. Leases and Subleases

The Issuer will track all leases and subleases that involve the use of tax-exempt debt financed projects, including the name of the lessee (or sublessee), the term of the lease (or sublease), the amount of the rent paid by the lessee (or sublessee) and the square footage of space used by the lessee (or sublessee) relative to the square footage of the debt-financed facility. If the Issuer desired to enter into a lease or sublease related to the use of tax-exempt debt financed property, it will consult with its bond counsel to determine what impact, if any, such lease or sublease would have on the tax status of the Issuer’s outstanding tax-exempt debt.

IV. Sale of Debt-Finance Property

It is the Issuer’s policy to finance projects using tax-exempt debt that the Issuer intends to own for the entire term of the debt issue financing the projects. Prior to selling or otherwise disposing of any tax-exempt debt financed project for which debt remains outstanding, the Issuer will consult with its bond counsel to determine what impact, if any, such agreement would have on the tax status of the Issuer’s outstanding tax-exempt debt.

V. *Remedial Actions*

The Issuer is aware of the remedial action rules contained in Treasury Regulations Section 1.141-12, providing the Issuer with the ability, in certain circumstances, to voluntarily remediate violations of the private business tests or private loan financing test. Although the Issuer intends that none of its tax-exempt debt issuances will require the application of the remedial action rules, prior to taking any action that would cause one or more of its outstanding tax-exempt debt issuances to, absent a remedial action, violate the private business tests or private loan financing test, the Issuer will consult with its bond counsel regarding the applicability of the remedial action rules to such action and the ability to remediate the impacted tax-exempt debt.

VI. *Private Loans*

The Issuer will not take or permit to be taken any action that would cause any of its tax-exempt debt issuances to be considered taxable “private loan bonds.” The Issuer debt will be considered “private loan bonds” if more than 5% of the proceeds of the issue are used directly or indirectly to make or finance loans to private persons. The Issuer will not loan the proceeds of any of the Issuer’s debt issuance to a third party except in connection with conduit bond issuances.

SECTION 5. – Arbitrage Limitations Imposed on Debt Issuances

I. *Arbitrage Calculating Agent*

The Issuer will retain or cause the conduit borrower to retain an arbitrage calculating agent to review its outstanding tax-exempt debt issuances, unless, in the judgment of the Issuer, and in compliance with these policies and procedures and the Tax Certificate entered into in connection with a tax-exempt debt issuance, there is no reasonable prospect of any arbitrage rebate or yield reduction payment liability. The arbitrage calculating agent will perform calculations to ascertain whether the Issuer or the conduit borrower owes an arbitrage rebate payment or yield reduction payment to the Internal Revenue Service, including whether the tax-exempt debt issuance in question qualifies for an exception to the arbitrage rebate rules.

II. *Payment of Arbitrage Rebate and Yield Reduction Liability*

In the event the Issuer owes arbitrage rebate or has accrued a yield reduction payment liability to the Internal Revenue Service, the Issuer will timely submit Internal Revenue Service Form 8038-T, Arbitrage Rebate Yield Reduction and Penalty in Lieu of Arbitrage Rebate, to be prepared by the arbitrage calculating agent, together with payment in the amount equal to the arbitrage rebate or yield reduction payment liability calculated by the arbitrage calculating agent in accordance with the Tax Certificate related to such debt issue. For these purposes, within 60 days after each installment computation date, the Issuer will cause to be paid to the Internal Revenue Service at least 90% of the amount of arbitrage rebate and yield reduction payment liability owed, determined in accordance with the provisions of the Tax Certificate related to such tax-exempt debt issuance and the applicable federal tax rules, and based on calculations performed by the arbitrage calculating agent.

In addition, within 60 days after the final installment computation date, the Issuer will cause to be paid to the Internal Revenue Service 100% of the amount of arbitrage rebate and yield reduction payment liability owed, determined in accordance with the provisions of the Tax Certificate related to such tax-exempt debt issuance and the applicable federal tax rules, and based on calculations performed by the arbitrage calculating agent.

Each completed Internal Revenue Service Form 8038-T, Arbitrage Rebate Yield Reduction and Penalty in Lieu of Arbitrage Rebate, together with full payment in the amount equal to the arbitrage rebate or yield reduction payment liability calculated by the arbitrage calculating agent in accordance with the Tax Certificate related to such debt issue, shall be filed with the Internal Revenue Service at the applicable address currently, Internal Revenue Service Center, Ogden, UT 84201.

III. *Yield Restriction Limitations*

Each Tax Certificate prepared for the Issuer's tax-exempt debt issuances shall contain the applicable yield restriction investment limitations, including the applicable investment limitations imposed on proceeds of the debt issuance and any temporary periods during which the Issuer may invest proceeds of the debt issuance at an unrestricted yield.

IV. *Monitoring Yield Restriction Limitations*

The Issuer or the conduit borrower will ensure that each debt obligation complies with the yield restriction limitations outlined in the Tax Certificate entered into by the Issuer in connection with a tax-exempt debt issuance, including any exceptions to yield restriction described therein.

V. *Expenditure of Tax-Exempt Debt Proceeds*

It is the policy of the Issuer to expend tax-exempt debt proceeds as promptly and diligently as possible within the confines of these policies and procedures and the Tax Certificate entered into by the Issuer in connection with a particular debt issuance. For these purposes, it is the Issuer's policy not to finance projects using the proceeds of tax-exempt debt for which the Issuer expects that the tax-exempt debt proceeds will not be fully spent within 3 years of the date of issue of the debt unless otherwise approved by bond counsel.

VI. *Arbitrage Rebate Exceptions*

Each Tax Certificate prepared for the Issuer's tax-exempt debt issuances shall contain the arbitrage rebate exception(s) applicable to the debt issuance, which arbitrage rebate exceptions will be applied by the arbitrage calculating agent in assessing whether the Issuer owes arbitrage rebate.

VII. *Verification Agent*

The Issuer will continue to retain a third-party verification agent for each of its advance refunding bond issues. The verification agent will verify the arbitrage yield on the tax-exempt debt issuance, the arbitrage yield on the investments acquired as part of the refunding escrow

established using gross proceeds of the tax-exempt debt issuance, and the sufficiency of the refunding escrow.

VIII. *Establishment of Advance Refunding Escrows and Trustee Responsibilities*

The Issuer will deposit tax-exempt debt proceeds (and any other amounts) to be used to advance refund prior Issuer debt into one or more separate escrow trust accounts established with the trustee selected for the transaction. Working with the Issuer's bond counsel, and in accordance with the documentation prepared for the refunding transaction, the Issuer will impose primary responsibility for initiating actions required to be taken with respect to the refunding escrow (including the reinvestment of amounts within the escrow and disbursing funds from the escrow) on the trustee. In the event of an omission on the part of the trustee, an error in the documentation or procedures establishing the escrow, or an investment to be acquired as part of the refunding escrow is not available for purchase, the Issuer will timely consult with the Issuer's bond counsel, as applicable, to determine the impact, if any, on the tax-exempt status of the obligations.

IX. *Acquiring Investments for Advance Refunding Escrows*

It is the policy of the Issuer to maximize the investment return on all investments acquired with tax-exempt bond proceeds and to acquire such investments at fair market value. When funding deposits to advance refunding escrows using tax-exempt debt proceeds, it is the Issuer's policy to acquire United States Treasury Securities – State and Local Government Series (SLGS) or securities purchased on the open market in accordance with the terms of the Issuer's bond documents.

In the event the Issuer chooses to fund an advance refunding escrow using securities purchased on the open market, the Issuer will retain a third-party investment bidding agent to solicit bids from providers of qualifying securities in accordance with the limitations described in the "3-bid" safe harbors set forth in Treasury Regulations Section 1.148-5(d)(6).

X. *Interest Rate Hedges*

The Issuer will engage a third party swap advisor for all interest rate hedges entered into by the Issuer, irrespective of whether any such hedge is acquired through a direct negotiation with the provider or procured through a bidding process. In all cases, the Issuer will obtain appropriate certifications from its swap advisor and/or the hedge provider to establish the fair market value of the product. The Issuer will consult with its bond counsel with respect to all interest rate hedging transactions related to an outstanding or prospective debt issuance prior to the date on which the interest rate hedging transaction is entered into.

SECTION 6. – Accounting for Debt Proceeds

I. *General*

Except as otherwise described below and in the Tax Certificate entered into by the Issuer in connection with a tax-exempt debt issuance, it is the policy of the Issuer to apply a direct tracing method of accounting for and allocating its tax-exempt debt proceeds. However, the

Issuer reserves the right to apply to any tax-exempt debt issuance any other reasonable accounting and allocation method allowable under the law.

II. *Investment of Proceeds*

Proceeds of the Issuer's capital borrowings shall be held in a separate fund or account, and will be invested in accordance with the permitted investments as determined by the indenture, the authorizing legislation or state law. The Compliance Officer has primary responsibility for ensuring that the Issuer's outstanding tax-exempt debt proceeds are, and will remain, invested in accordance with the bond documents.

III. *Expenditure of Debt Proceeds on Capital Projects*

All invoices and records of payment are retained by the Compliance Officer in accordance with Section 7, "Recordkeeping," below.

The Issuer shall maintain an active ledger, updated with each payment of an expenditure from tax-exempt debt proceeds that for each outstanding debt issuance shows:

- a) The name and date of issue of the tax-exempt debt issue to which the proceeds relate;
- b) The projects financed with the proceeds of the issue;
- c) The authorized amount of proceeds to be used to finance each project;
- d) The amount of proceeds of the debt issuance used to date to finance each project;
- e) The amount of unspent proceeds of the debt issuance to be used to finance each project;
and
- f) The date on which the debt proceeds related to each project were fully expended.

SECTION 7. – Recordkeeping

I. *General*

The Issuer is aware of its ongoing recordkeeping responsibilities associated with its tax-exempt debt issuances. Each Tax Certificate prepared on behalf of the Issuer for a tax-exempt debt issuance shall provide for a description of the records to be maintained by or on behalf of the Issuer and period of time such records must be maintained. In addition, the Issuer is familiar with the Internal Revenue Service's Compliance Guide for Tax-Exempt Organizations related to the recordkeeping requirements for tax-exempt debt, a copy of which is available on the Internal Revenue Service's website at www.irs.gov.

II. *Means of Maintaining Records*

The Issuer may maintain all records required to be held as described in this Section 7 in paper and/or electronic (e.g., CD, disks, tapes) form. It is the policy of the Issuer to maintain as much of its records electronically as feasible.

III. *Transcript and Use of Debt Proceeds*

The Issuer shall maintain, or cause to be maintained, all records relating to the tax-exempt status of its tax-exempt debt issuances and the representations, certifications and covenants set forth in its respective Tax Certificates until the date three years after the last outstanding obligation of the issue to which such records and Tax Certificate relate has been retired. The records that must be retained include, but are not limited to: (1) basic records and documents relating to the obligations (including the transcript, which shall include, among other records, the Tax Certificate, Internal Revenue Service Form 8038, 8038-G, 8038-GC or 8038-B, verification report, authorizing resolution(s), trust indenture, loan agreement, record of public approval, and the opinion of bond counsel), (2) documentation evidencing the expenditure of debt proceeds, (3) documentation evidencing the use of debt financed projects by public and private sources, including copies of all arrangements described in Section 6 of these policies and procedures, (4) documentation evidencing all sources of payment or security for the debt issuance; (5) documentation pertaining to any investment of debt proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).

IV. *Investment Records*

The Issuer shall maintain detailed records with respect to every investment acquired with proceeds of its tax-exempt debt, including the: (1) purchase date, (2) purchase price, (3) information establishing fair market value on the date such investment became allocated to gross proceeds of the debt, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) periodicity of interest payments, (8) disposition price, (9) any accrued interest received, (10) disposition date, (11) broker's fees paid (if at all) or other administrative costs with respect to each such nonpurpose investment. The Issuer shall maintain all such records until the date three years after the last outstanding obligation of the issue to which such records and nonpurpose investments relate has been retired.

V. *Arbitrage Rebate and Yield Reduction Payment Records*

The Compliance Officer shall maintain all records of arbitrage rebate payment and yield reduction payment calculations performed by the arbitrage calculating agent (irrespective of whether the Issuer owed any amount to the Internal Revenue Service), and records related to any arbitrage rebate payments or yield reduction payments made to the Internal Revenue Service, including the calculations performed by the arbitrage calculating agent substantiating such payments, together with the Internal Revenue Service Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, that accompanied all such payments, until the date three years after the last outstanding obligation of the issue to which such records and rebate payments relate has been retired.

VI. *Overpayment of Arbitrage Rebate Records*

If the Issuer has overpaid to the United States an arbitrage rebate or yield reduction payment liability, the Issuer shall maintain all records of such arbitrage rebate payments or yield

reduction payments, including calculations performed by the arbitrage calculating agent, together with the Internal Revenue Service Form 8038-R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, that accompanied the request for recovery of such over payment until the date three years after the last outstanding obligation of the issue to which such records and rebate overpayments relate has been retired.

VII. *Other Records*

In addition to the records described above, the Issuer will maintain the following records, to the extent applicable to a particular tax-exempt debt offering, until the date 3 years after the last outstanding obligation of the issue to which such relate has been retired: (1) minutes and resolutions authorizing the issuance of, or the reimbursement of expenditures using proceeds of, the financing, (2) appraisals, demand surveys and feasibility studies related to financed or refinanced property, (3) documentation relating to any third-party funding for a project to which tax-exempt debt proceeds will be applied (including government grants), (4) records of any Internal Revenue Service audit(s) or compliance check(s), or any other Internal Revenue Service inquiry related to the debt.

VIII. *Applicability of Recordkeeping Requirement in the Event of a Refunding*

If the Issuer issues tax-exempt debt to retire prior Issuer debt, the Issuer shall maintain all of the records described in the Section 7 with respect to the refunded debt until the date that is three years after the last outstanding tax-exempt obligation of the issue the proceeds of which were used to retire the refunded debt has been retired. For example, if the Issuer issues tax-exempt obligations in 2009 (2009 Bonds) to refund tax-exempt obligations issued in 2004 (2004 Bonds), the Issuer will maintain the records described in the Section 7 with respect to the 2004 Bonds until the date 3 years after the date the last outstanding 2009 Bond has been retired. If the 2004 Bonds themselves refunded prior Issuer debt, the Issuer shall also maintain records related to such prior Issuer debt for the same period of time.

SECTION 8. – Voluntary Closing Agreement Program

The Issuer is aware of its ability, pursuant to Internal Revenue Service Notice 2008-31 or a successor Notice, to request a voluntary closing agreement with the Internal Revenue Service to correct failures on the part of the Issuer to comply with the federal tax rules related to tax-exempt debt issuances. A copy of Internal Revenue Service Notice 2008-31 is available on the Internal Revenue Service's website at www.irs.gov.

SECTION 9. – Continuing Education

The Issuer will continue to consult with its bond counsel regarding the federal tax rules applicable to its outstanding tax-exempt debt and changes to the federal tax law, and the Issuer will update these policies and procedures as needed to reflect any such changes.

SECTION 10. – Miscellaneous

The Issuer reserves the right to amend or withdraw these TE Policies and Procedures at any time and from time to time to reflect changes in federal tax laws or other applicable laws

concerning its tax-exempt obligations. The Issuer shall consult with bond counsel as it deems necessary to ensure the applicable federal tax law requirements are satisfied. These TE Policies and Procedures do not, and are not intended to, limit the actions of the Issuer to solely those federal tax matters listed above, but are intended to provide the Issuer with broad discretion in addressing any and all federal tax matters that may affect its tax-exempt obligations.

SECTION 11. – Consultation with Bond Counsel

Should the City have further questions regarding the Post-Issuance Compliance Policies and procedures or any other questions concerning tax-exempt obligations, please contact Dinsmore & Shohl LLP at 513-639-9217.

Exhibit B

Continuing Disclosure Compliance Policies and Procedures

CITY OF MIAMISBURG
POST-ISSUANCE
CONTINUING DISCLOSURE COMPLIANCE
POLICIES AND PROCEDURES

Adopted April 5, 2022

This Continuing Disclosure Policy (“Disclosure Policy”) of City of Miamisburg (the “Issuer”), is intended to ensure that the Disclosure Documents, as listed in Exhibit A to this Disclosure Policy, are accurate and comply with all applicable federal and state securities laws in connection with the issuance of the Issuer’s debt offerings. In the event this Disclosure Policy conflicts, in whole or in part, with the continuing disclosure certificate or agreement executed by the Issuer in connection with the issuance of its debt offerings (a “Disclosure Certificate”), the terms of the applicable Disclosure Certificate will control.

In addition, the Issuer intends to comply with its obligations under each Disclosure Certificate to provide annual financial information and notices of the occurrence of certain events set forth in Rule 15c2-12, promulgated by the SEC (as defined below) under the Securities and Exchange Act of 1934.

ARTICLE I **DEFINITIONS**

General. The definitions set forth herein shall apply to any capitalized term used in this Disclosure Policy unless otherwise defined herein. In addition, as used in this Disclosure Policy, the following capitalized terms shall have the following meanings:

“Annual Financial Information” means the financial information and/or operating data, prepared annually by the Issuer, which shall include, if prepared, audited financial statements, including a statement of net assets, a statement of revenues, expenses and changes in net assets and a statement of cash flow. All such financial information shall be prepared using generally accepted accounting principles and audited by a certified public accountant or the Auditor of the State of Ohio.

“City Council” means the City Council of City of Miamisburg, Ohio.

“Disclosure Documents” means the list of documents attached hereto as Exhibit A, including the Annual Financial Information and Operating Data.

“Division” means the Division of Enforcement of the SEC.

“EMMA” means the Electronic Municipal Market Access system of the MSRB.

“Finance Department” means the Finance Director’s Office of City of Miamisburg.

“Fiscal Officer” means the Finance Director of City of Miamisburg.

“General Counsel” means the law director of City of Miamisburg.

“MSRB” means the Municipal Securities Rulemaking Board or any other board or entity which succeeds to the functions currently delegated to the Municipal Securities Rulemaking Board by the Rule.

“*Operating Data*” means the Issuer’s operating data disclosed pursuant to its Disclosure Certificates, and which consists of certain information contained in the offering document distributed in connection with the issuance of the Issuer’s obligations.

“*Rule*” means Rule 15c2-12, promulgated by the SEC under the Securities and Exchange Act of 1934.

“*SEC*” means the U.S. Securities and Exchange Commission and any successor federal agency having jurisdiction over the purchase, sale and offering by broker-dealers of securities such as those issued by the Issuer.

ARTICLE II **PARTICIPANTS AND RESPONSIBILITIES**

Disclosure Coordinator. The Fiscal Officer shall select and appoint a disclosure coordinator (the “Disclosure Coordinator”). The Disclosure Coordinator is responsible for:

- (a) Serving as a “point person” for personnel to communicate issues or information that should be or may need to be included in any Disclosure Document;
- (b) Collecting and preparing, or coordinating the collection and preparation of, the Annual Financial Information and Operating Data required to be submitted to the MSRB under each Disclosure Certificate;
- (c) Ensuring that the City Council has reviewed any Disclosure Document prior to such being submitted to the MSRB or otherwise released to the investing public;
- (d) Reviewing, approving, and submitting to the MSRB any Disclosure Documents the Issuer is obligated to submit pursuant to the Disclosure Certificates, as well as maintaining copies of all such Disclosure Documents with the Issuer;
- (e) Reviewing and approving any Disclosure Certificate to which the Issuer is a party to ensure compliance with the Rule, and maintaining a file with the Issuer which includes each such Disclosure Certificate executed by the Issuer;
- (f) Monitoring compliance by the Issuer with this Disclosure Policy and the Rule, including timely dissemination of the Annual Financial Information, including the Operating Data, and Listed Event filings;
- (g) Evaluating the effectiveness of and recommending changes to this Disclosure Policy to the Fiscal Officer as necessary or appropriate;
- (h) Communicating with third parties, including coordination with the Issuer’s disclosure or bond counsel, in the preparation and dissemination of Disclosure Documents to make sure that the filings are made on a timely basis and are accurate;

- (i) In anticipation of preparing Disclosure Documents, soliciting “material” information (as defined for purposes of federal securities law) from departments of the Issuer;
- (j) Reviewing annually the Issuer’s status and compliance with continuing disclosure undertakings including filings of Disclosure Documents; and
- (k) Ensuring compliance with training procedures as described below.

The Disclosure Coordinator may file with the MSRB those Disclosure Documents that the Issuer is contractually obligated to file with the MSRB as a result of the occurrence of a Listed Event (as defined below) or as a result of the timely failure to file the required annual report. The Disclosure Coordinator shall consult with the Issuer’s disclosure or bond counsel to the extent the Disclosure Coordinator considers appropriate. Whether or not a particular document or other communication is a Disclosure Document shall be determined by the Disclosure Coordinator. Following receipt of a Disclosure Document from the Financing Group (as defined below), the Disclosure Coordinator shall evaluate the Disclosure Document for accuracy and compliance with federal and state securities laws.

The Issuer will encourage the Disclosure Coordinator to attend continuing education events and conferences, as needed, pertaining to the Issuer’s continuing disclosure obligations under the Rule. In addition, separate training sessions shall be conducted by the Issuer’s disclosure or bond counsel, with the assistance of the General Counsel, for the members of the City Council and/or the Finance Department. The Disclosure Coordinator shall ensure that the City Council and/or the Finance Department are properly trained and educated to understand and perform their responsibilities.

Financing Group. The Fiscal Officer shall identify a Financing Group (the “Financing Group”) for each debt offering (the composition of which may differ for each such offering), which may include the following:

- (a) General Counsel;
- (b) Fiscal Officer;
- (c) The Issuer’s outside bond counsel and disclosure counsel;
- (d) The Issuer’s financial advisor (if any);
- (e) The Issuer’s underwriter (if any); and
- (f) Such other members that the Fiscal Officer or other members of the Financing Group determine to be appropriate.

It is the Issuer’s policy to establish continuing working relationships with professional advisors with expertise in the area of public finance and federal securities laws applicable to the issuance of securities by the Issuer.

ARTICLE III
REVIEW AND APPROVAL OF DISCLOSURE DOCUMENTS

Responsibilities of the Financing Group. The Financing Group shall (i) confirm that the Official Statement accurately states all material information relating to both the Issuer and the particular obligations being issued and that all such information has been critically reviewed by an appropriate person, (ii) confirm that all information in the Official Statement other than the information described in the previous clause will be addressed by a closing certificate or opinion by an appropriate person, (iii) report any significant disclosure issues and concerns to the Financing Group, and (iv) confirm that the Official Statement is in substantially final form and is in a form ready to be “deemed final” by the City Council and/or the Fiscal Officer pursuant to the Rule.

Responsibilities of the General Counsel. The General Counsel shall review the Official Statement and shall draft for the Official Statement descriptions of (i) any material current, pending, or threatened litigation, (ii) any material settlements or court orders and (iii) any other legal issues that are material information for purposes of the Official Statement.

Responsibilities of the Fiscal Officer. The Fiscal Officer shall review the Official Statement, identify any material difference in presentation of financial information from the Annual Financial Information, and ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the Fiscal Officer (or the Finance Department) or of relevance to the finances of the Issuer.

Review and Approval by the Financing Group. The Financing Group shall evaluate the Official Statement for accuracy and compliance with federal and state securities laws.

ARTICLE IV
CONTINUING DISCLOSURE FILINGS

Under each Disclosure Certificate the Issuer has entered into in connection with its debt offerings, the Issuer is required each year to file annual reports with the MSRB. Such annual reports are required to include the Issuer’s audited financial statements and the Operating Data (if any). The Issuer is also required under each Disclosure Certificate to file notices of certain events with EMMA.

The Disclosure Documents required to be submitted to the MSRB pursuant to each Disclosure Certificate shall be submitted in an electronic format, and shall be accompanied by identifying information, in the manner prescribed by the MSRB, or in such other manner as is consistent with the Rule.

Disclosure of Listed Events. Pursuant to the Rule, the Issuer is obligated to disclose to the MSRB notice of certain specified events with respect to the Issuer’s securities (a “Listed Event”). The Financing Group may meet to discuss any event and determine, in consultation with the Issuer’s disclosure or bond counsel to the extent determined by the Disclosure Coordinator, whether a filing is required or is otherwise desirable. If such a filing is deemed necessary, the Disclosure Coordinator shall cause a notice of the Listed Event (a “Listed Event

Notice”) that complies with the Rule to be prepared, and the Disclosure Coordinator shall file the Listed Event Notice as required by the Rule. For securities issued on or after December 1, 2010, and variable rate demand obligations issued at any time but which convert from a mode exempted from the Rule to a mode not so exempted on or after December 1, 2010, each such related Disclosure Certificate should contain Listed Events as listed in Exhibit B to this Disclosure Policy.

Noncompliance with the Rule. From time to time, the Disclosure Coordinator, in consultation with the Issuer’s disclosure or bond counsel, shall determine whether the Issuer has materially complied or failed to comply with its obligations under the Rule. The failure of the Issuer to comply with such obligations constitutes a “Material Lapse.” Upon the Disclosure Coordinator’s determination that a Material Lapse has occurred, the Disclosure Coordinator shall present such findings to the Financing Group within ten (10) days of such determination. Upon review and a majority consensus of the Financing Group that a Material Lapse has occurred, the Fiscal Officer shall be authorized to report such Material Lapse by submitting a failure to file notice with the MSRB. The Fiscal Officer shall consult with the Issuer’s disclosure or bond counsel in completing any such failure to file notice.

ARTICLE V **PUBLIC STATEMENTS REGARDING FINANCIAL INFORMATION**

Financial Statements. Whenever the Issuer makes statements or releases information relating to its finances to the public that are reasonably expected to reach investors and the trading markets (including, without limitation, all Listed Event Notices, statements in the Annual Financial Information, and other financial reports and statements of the Issuer), the Issuer is obligated to ensure that such statements and information are complete, true, and accurate in all material respects.

ARTICLE VI **MISCELLANEOUS**

Amendments. Any provision of this Disclosure Policy may be waived or amended at any time by written confirmation by the Fiscal Officer.

EXHIBIT A

DISCLOSURE DOCUMENTS

1. Preliminary and final official statements, private placement memoranda and remarketing memoranda relating to the Issuer's securities, together with any supplements.
2. Financial Statements (including audited financial reports).
3. Filings made by the Issuer with the MSRB, whether made pursuant to a Disclosure Certificate to which the Issuer is a party or otherwise, and receipts of such filings.
4. Any other communications that are reasonably expected, in the determination of the Disclosure Coordinator, in consultation with the Issuer's disclosure or bond counsel, to reach investors and the trading markets for municipal securities.

EXHIBIT B

LISTED EVENTS

The Disclosure Coordinator should review this list at least once each week to determine whether any event has occurred that may require a filing with the MSRB. For securities issued prior to December 1, 2010, please refer to the applicable Disclosure Certificate for information regarding the events which trigger a requirement to file on EMMA.

For securities (subject to the Rule) issued on or after December 1, 2010, or for variable rate demand bonds that are converted from a mode currently exempted from the Rule to a mode not so exempted on or after December 1, 2010, the following events automatically trigger a requirement to file on EMMA within ten (10) business days of their occurrence, without regard to the materiality of the event:

1. Principal and interest payment delinquencies
2. Unscheduled draws on debt service reserves reflecting financial difficulty
3. Unscheduled draws on credit enhancements reflecting financial difficulty
4. Substitution of credit or liquidity providers, or their failure to perform
5. Adverse tax opinions or events affecting the tax-exempt status of the security
6. Tender offers
7. Defeasances
8. Rating changes
9. Bankruptcy, insolvency, receivership or similar event of the Issuer
10. Failure to provide in a timely manner notice to provide required annual financial information by the date specified in any Disclosure Certificate

The following events trigger a requirement to file notice of their occurrence on EMMA within a reasonable period of time after their occurrence, once they are determined to be material by the Financing Group:

1. Non-payment related defaults
2. Modifications to the rights of security holders
3. Bond calls
4. Release, substitution or sale of property securing repayments of the securities

5. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
6. Appointment of a successor or additional trustee or the change of name of a trustee
7. The incurrence of a material financial obligation of the Issuer or obligated person, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders
8. The default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the issuer or obligated person, any of which reflect financial difficulties

ORDINANCE NO. 6959

AN ORDINANCE TO CERTIFY SPECIAL ASSESSMENTS FOR THE REPAIR OF CURBS, GUTTERS AND SIDEWALKS IN THE CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO, TO THE COUNTY AUDITOR OF SAID COUNTY FOR THE COLLECTION THEREOF AND DECLARING AN EMERGENCY.

WHEREAS, The Council of the City of Miamisburg, Montgomery County, Ohio, has heretofore by proper resolution declared the necessity for the repair of certain curbs, gutters and sidewalks in said city, given proper notice thereof and contracted all work necessary for said repair pursuant to Chapter 729 of the Revised Code of Ohio; and

WHEREAS, all the repair of certain curbs, gutters and sidewalks aforesaid has been completed as required by law, and the special assessments therefore have been levied pursuant to Resolution No. 2974 duly adopted by the Council of the City of Miamisburg, and

WHEREAS, the affected property owners have been notified of the assessment and certain assessments remain unpaid and are to be collected over a period of ten (10) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

All unpaid assessments in the amounts and for the benefit of the respective properties listed in Exhibit A to this Ordinance, which Exhibit A is hereby expressly made a part of this Ordinance, are to be placed upon the tax duplicate by the County Auditor of Montgomery County, Ohio, and collected as other taxes are collected by the County Treasurer of Montgomery County, Ohio, as provided by law.

Section 2.

Pursuant to Section 319.61 of the Revised Code of Ohio, a copy of this Ordinance with Exhibit A shall be certified to the County Auditor of Montgomery County, Ohio, by the Clerk of Council within twenty (20) days of its adoption together with a copy of the resolution levying said special assessments.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council authorization is needed at the earliest possible date, to meet the assessment deadline of the Montgomery County Auditor's Office; therefore, this measure shall take effect and be in force from and after its passage.

Passed: April 5, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

EXHIBIT A
2021 SIDEWALK, CURB & GUTTER PROGRAM

ADDRESS	PARCEL ID NO./LOT NO.	AMOUNT
503 Main St S.	Parcel ID K46 00336 0061, Lot No. 1407	\$8,653.00
515 Main St S.	Parcel ID K46 00336 0062, Lot No. 1408	\$7,055.00
515 Main St. St.	Parcel ID K46 00336 0063, Lot No. 1409	\$2,602.00
525 Main St S.	Parcel ID K46 00336 0078, Lot No. 1410	\$2,847.00
601 Main St S.	Parcel ID K46 00337 0016, Lot No. 1580	\$4,662.50
609/611 Main St S.	Parcel ID K46 00337 0017, Lot No. 1581	\$7,176.45
609/611 Main St S.	Parcel ID K46 00337 0018, Lot No. 1582	\$6,901.25
613 Main St S.	Parcel ID K46 00337 0019, Lot No. 1583	\$6,362.25
613 Main St S.	Parcel ID K46 00337 0021, Lot No. 1585	\$6,738.35
701 Main St S.	Parcel ID K46 00337 0022, Lot No. 1586	\$6,859.70
703 Main St S.	Parcel ID K46 00337 0024, Lot No. 1588; PT 1589	\$6,592.10
809-811 Main St S.	Parcel ID K46 00337 0114, Lot No. 5375	\$8,934.00
901 Main St S.	Parcel ID K46 00337 0116, Lot No. PT 5375	\$269.50
140 Springboro Pk N.	Parcel ID K46 01319 0004, Lot No. 5724 PT	\$7,350.00
15 Heincke Rd N.	Parcel ID K46 00412 0006, Lot # PT 2157	\$2,529.50
120 Heincke Rd N.	Parcel ID K46 00705 0101, Lot # 3699-3791 PTS 3759	\$6,984.00
155 Heincke Rd N,	Parcel ID K46 00412 0012, Lot # PT 2157	\$5,460.60
380 Heincke Rd N.	Parcel ID K46 00705 0026, Lot # 3694	\$3,085.10
432 Heincke Rd N.	Parcel ID K46 00508 0046, Lot # PT 2648	\$4,463.50
439 Heincke Rd N.	Parcel ID K46 00406 0014, Lot # 2032	\$3,153.60
502 Heincke Rd N.	Parcel ID K46 00515 0042, Lot # 2831	\$1,278.00
526 Heincke Rd N.	Parcel ID K46 00603 0001, Lot # PT2935	\$1,800.50
608 Heincke Rd N.	Parcel ID K46 00603 0032, Lot # 2966	\$5,084.70
717 Heincke Rd N.	Parcel ID K46 00512 0028, Lot # 2704	\$588.00
725 Heincke Rd N.	Parcel ID K46 00508 0016, Lot # N/A	\$245.00
1501 Central Ave E.	Parcel ID K46 00705 0032, Lot # 4611	\$7,389.20
1416 Kercher St.	Parcel ID K46 00512 0001, Lot # 2649	\$4,144.50
TOTAL		\$129,209.30

ORDINANCE NO. 6960

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE KLEINGERS GROUP, FOR THE COMPLETION OF A PARKS AND RECREATION MASTER PLAN UPDATE, RIVERFRONT PARK DESIGN UPDATE AND SYCAMORE TRAILS PARK DESIGN UPDATE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg has solicited and received professional services proposals for the Park Master Plan Update, Riverfront Park Design Update and Sycamore Trails Park Design Update; and

WHEREAS, the City of Miamisburg intends to enter into a professional services agreement for the completion of the work contained herein the Request for Proposals; and

WHEREAS, the proposals have been thoroughly reviewed by staff.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to execute a professional services agreement with The Kleingers Group upon the terms in the Request for Proposal documents and all attached thereto.

Section 2.

This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date in order to complete the project in a timely manner, therefore, this measure shall be in force from and after its passage.

Passed: April 5, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle Collins
Michelle Collins, Mayor

**CITY OF MIAMISBURG
PARKS AND RECREATION DEPARTMENT**

**Agreement
for
Professional Services for Completion of the
Parks and Recreation Master Plan
Riverfront Park Design Update
Sycamore Trails Park Design Update**

City of Miamisburg, Ohio
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**Agreement
For
Professional Services to Complete
Parks and Recreation Department Strategic Master Plan**

THIS AGREEMENT is entered into as of the _____ day of _____, 2022 by and between the City of Miamisburg, Ohio, hereinafter referred to as the City, and The Kleingers Group, hereinafter referred to as the Consultant.

FOR THE PURPOSE of providing Professional Services for completion of the Parks and Recreation Master Plan, Riverfront Park Design Update and Sycamore Trails Park Design Update, hereinafter referred to as the “Plan”.

THE CITY AND CONSULTANT do hereby mutually agree to the following:

ARTICLE 1 – SERVICES AND RESPONSIBILITIES

- 1.1 Employment of the Consultant.** In consideration of the mutual promised contained in the Agreement, the City engages the Consultant to render professional services as described in Exhibit “A” attached hereto and made part hereof, in accordance with all the terms and conditions contained in this Agreement.
- 1.2 Scope of Services.** Services will be provided by the Consultant as set forth in Exhibit “A” and will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 1.3 Responsibility of the Consultant.**
- (a) Consultant shall procure and maintain during the course of this Agreement, the following insurance: professional liability, comprehensive general liability, automobile liability, and workers compensation. The minimum limits of liability insurance covering Consultant’s negligent act, errors and omissions, and those of its agents and employees, shall be an amount not less than \$1,000,000. Such insurance shall not be modified except upon written consent of the City. A certificate(s) of insurance acceptable to the City showing limits of liability and deductible amounts shall be submitted to the City.
 - (b) Consultant shall designate Lynne Nischwitz as Project Manager and all communications should be directed to that individual. Prior to changing such designation, Consultant shall first obtain written approval from the City. The language of this item does not restrict the firms of PROS Consulting or JS Held from communicating directly with City representatives regarding the project.

- (c) Consultant's subconsultants are set forth in "Exhibit B" attached hereto and made a part hereof. Any modifications to "Exhibit B" either by adding, deleting or changing subconsultants, or Plan personnel shall require the written consent of the City.

1.4 Responsibility of the City. The City shall cooperate with the Consultant by placing at the firm's disposal all available information concerning the Plans, including the following reports:

1. Base maps and aerial photographs of the city showing parks and recreation facilities, streets, and topography
2. Selected census data
3. Department of Parks and Recreation annual reports as needed
4. Any Department policy and procedures or Use Agreements as needed
5. City and department organizational charts
6. Miamisburg park and green space maintenance standards
7. Current inventory of existing facilities, parks and green spaces
8. Any and all documents related to the Parks and Recreation Department Master Plan, Riverfront Park Design or Sycamore Trails Park projects, including current plans, past evaluations or the like
9. Parks and Recreation operating and capital budgets for the past 5 years; capital and operating budget for 2022-2026.
10. The City is also committed to providing staff support as needed throughout the project and any additional documentations not listed which may provide value to the Consultant in the execution of the scope of services.

ARTICLE 2 – COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for services rendered by the Consultant shall be rendered on a monthly basis with total compensation for professional services not to exceed \$148,000.

2.2 Method of Payment. Monthly invoices will be received and paid for work completed. Generally, payment applications may be submitted to the City during the first week of each month for work completed in the previous month. The City shall pay the Consultant for services rendered within three (3) weeks of receipt of invoice.

ARTICLE 3 – CHANGES TO THE SCOPE OF SERVICES

The City may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A sample change order form is attached hereto as "Exhibit C". If such changes cause an increase or decrease in the Consultant's cost or time required for performances of any services under this contract, an equitable adjustment shall be made and the

contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing thirty (30) days from the date of receipt by the Consultant of the notification of change.

ARTICLE 4 – TERMINATION OF THE AGREEMENT

The City may, by written notice to the Consultant, terminate this contract in whole or in part within thirty (30) days notice, either for the City's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such, the Consultant shall: (1) immediately discontinue all service affected (unless the notice directs otherwise), and (2) deliver to the City copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in progress. This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the City to fulfill its obligations.

ARTICLE 5 – ASSURANCES

- 5.1 Solicitations for Subconsultants.** In solicitation either by competitive bidding or negotiation made by the Consultant for work to be performed under a contract or subcontract, each potential subconsultant or subcontractor shall be notified by the Consultant of the Consultant's obligations under this contract and any regulations relative to nondiscrimination.
- 5.2 Examination of Records.** The Consultant agrees that duly authorized representatives of the City shall until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions or services related to this Agreement.
- 5.3 Ownership of Documents and Other Data.** Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement or any change orders are and will remain the property of the City unless otherwise agreed to by both parties. The City may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant.
- 5.4 Indemnification.** The Consultant and its agents, partners, employees and subconsultants shall be liable to and hereby agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees against all claims, damages, losses, liens, cause of action, suits, judgments, and expenses arising out of negligent performance of professional services caused by the error, omission or negligent act of the Consultant or anyone employed by the Consultant in the performance of this Agreement.

- 5.5 Independent Contractor.** The Consultant shall be an independent contractor and not an agent of the City and shall direct and supervise the professional services as set forth in “Exhibit A” required by this Contract and shall be responsible for all means, methods, techniques, and sequences and proceedings associated with the work and shall be responsible for the acts and omissions of its employees, agents and other persons performing any of the work under a contract with the Consultant.
- 5.6 Exclusive Use of Services – Confidentiality.** The services agreed to be provided by the Consultant within this Agreement are for the exclusive use of the City and Consultant and shall not engage in conflict of interest nor appropriate City work product or information except for knowledge in the public domain for the benefit of any third parties without City consent or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim.
- 5.7 Sole Agreement.** This Agreement contains all the understandings of the parties.
- 5.8 Caption.** Paragraph captions are for the convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.
- 5.9 Timeliness of Performance.** The Consultant will perform the specified professional services within (8) months from the execution of the contract using due and reasonable diligence consistent with sound professional practices. The eight-month period implies the timely decision making and participation by the City in the process. The proposed work schedule of any meetings can be adjusted, as appropriate to better meet the needs of the City upon written agreement by both parties.
- 5.10 Notices.** Any notice to given under this Agreement shall be in writing and shall be deemed to have been given when personally served or when mailed by certified or registered mail, and addressed as follows:

CITY:
Ryan Davis
Director of Parks and Recreation
City of Miamisburg
10 North First Street
Miamisburg, Ohio 45342

CONSULTANT:
Lynne Nischwitz
Director Landscape Architecture
Kleingers Group
6219 Centre Park Drive
West Chester, Ohio 45069

- 5.11 Controlling Law.** This Agreement is to be governed by the law of the State of Ohio.

ARTICLE 6 – SUSPENSION OF WORK

The City may order the Consultant, in writing, to suspend all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City. If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed be an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an

adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE 7 – INTERESTS AND BENEFITS

- 7.1 **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be knowingly employed by the Consultant or any subconsultants or with any company that would be a supplier of equipment or construction and inspection services for this Plan absent advance disclosure to and approval by the City.
- 7.2 **Interest of City Members and Others.** No officer, member or employee of the City and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the under taking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 8 – ASSIGNABILITY

The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City thereto; provided however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

IN WITNESSES WHEREOF, the City and the Consultant have executed this AGREEMENT as of the date first written.

FOR THE CONSULTANT

FOR THE CITY

By _____
Lynne Nischwitz, Project Manager

By _____
Keith D. Johnson, City Manager

Attested: _____

Attested: _____

EXHIBIT A

Exhibit A includes the RFP Document published by the City of Miamisburg as well as the Proposal Submission by the Consultant, hereto attached.

EXHIBIT B

**MIAMISBURG PARKS AND RECREATION DEPARTMENT
STRATEGIC MASTER PLAN
CONSULTANT SUBCONSULTANTS**

Provided Services

Trend Analysis
Needs Assessment
Funding & Revenue Sources
Operational Cost Impacts

Subconsultant

PROS Consulting LLC
Leon Younger, President
5525 Georgetown Road, Suite L
Indianapolis, IN 46254

EXHIBIT C
CHANGE ORDER

Order No: _____

Date: _____ 2022

Agreement Date: _____

Name of Plan: _____

Owner: _____

Consultant: _____

The following changes are hereby made to the subject Agreement:

The Consultant's fee will be (increased) (decreased) by \$ _____ & _____ calendar days.
The date for completion of all work will be _____ 2022.

Request by: _____

Approved by: _____

Accepted by: _____

City of Miamisburg by its _____

EXHIBIT D

Listing of Professionals by Hour & Support Staff

As listed in Proposal Pricing Submission attached herein

EXHIBIT E

CONTRACT ATTACHMENT

DELINQUENT PERSONAL PROPERTY TAX STATEMENT

(O.R.C. SECTION 5719.042)

I, _____, _____
Name Title

of _____ affirm that at the time that I submitted the
bid for _____ to the City of Miamisburg on _____, 2022
that _____ was/was not charged with delinquent
Personal Property Taxes by the County Auditor.

(If Personal Property Taxes are delinquent, complete the following section). The amount of
delinquent Personal Property Taxes due _____
County are _____ and unpaid penalties and interest are _____.

Signature

Company

Date

Before me appeared _____ on this day of _____, 2022.

Notary Public

ORDINANCE NO. 6961

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE METER TECHNOLOGY UPGRADE PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg has advertised and received bids for the Meter Technology Upgrade Project in accordance with law.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The bid submitted by Ferguson Enterprises, LLC dba Ferguson Waterworks in the amount of Three Million, Nine Hundred Ninety-Three Thousand, Seventy-Two Dollars and Fourteen Cents (\$3,993,072.14) for the Meter Technology Upgrade Project, pursuant to the bid forms submitted March 28, 2022, is determined to be the lowest and best bid after bidding conducted according to law, and is hereby accepted.

Section 2.

The City Manager is hereby authorized to execute a contract with Ferguson Enterprises, LLC dba Ferguson Waterworks for technological upgrades to the water meter reading system and replacement of water meters as set forth in the bid specifications and contract documents dated March 28, 2022.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date to provide timely utility readings and implement monthly billing procedures, therefore, this measure shall take effect and be in force from and after its passage.

Passed: April 19, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6962

AN ORDINANCE TO REPLACE ORDINANCES NO. 6939 TO PROVIDE FOR FEES FOR PARKS AND RECREATION OPERATIONS AND SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Parks and Recreation Department operates various public amenities which are funded in whole or in part via user fees; and

WHEREAS, these fees are established and confirmed to ensure high quality services are delivered in a cost-effective manner in alignment with Council and City financial goals and expectations; and

WHEREAS, Council, after careful analysis and review has determined that the amendment of the fees and charges are necessary to maintain the financial integrity of these operations and services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The previously established fee ordinances are hereby repealed:

A. Ordinance 6939 Establishing the Comprehensive Fee Schedule for the department

Section 2.

The comprehensive document attached as Exhibit A, providing for the fees and related policies of Parks & Recreation Operations and Services is hereby adopted.

Section 3.

The City Manager or designee is hereby authorized to establish rates and fees for Parks & Recreation programs, classes, events or other offerings not identified in Exhibit A.

Section 4.

This ordinance is declared to be an emergency measure necessary for the public peace, health safety and welfare and for the further reason that these fees need established at the earliest possible date to meet current fiscal expectations and to provide an equitable service delivery to users; therefore this measure shall take effect and be in full force from and after its passage.

Passed: April 19, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle Collins
Michelle L. Collins, Mayor



COMPREHENSIVE FEE SCHEDULE & RELATED POLICIES

EFFECTIVE: 1/1/2022
REVIEWED: 12/1/2021
COUNCIL APPROVED: 12/21/2021 ORD. 6939

UPDATED 4/13/2022
COUNCIL APPROVAL OF UPDATES:



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Introduction

Introduction

The purpose of this policy is to ensure that the City of Miamisburg Parks and Recreation Department applies fees and charges in an objective, fair and non-discriminate manner for use of park and recreation facilities and services. Establishing park and recreation fees and charges is based on sound management practices, direction provided by City Administration, City Council, and general parks and recreation planning principles. This policy defines the department's philosophy, authority, practices, definitions, and procedures.

Mission

The City of Miamisburg Parks and Recreation Department's mission is to provide parks & recreation experiences that positively impact the community.

Vision

We will listen to and respond to the needs and desires of those we serve.
We aim to plant, grow and mature a high-quality of life for our community.
We wish to be the source for places, memories, skills, experiences & opportunities.

Values

Service – we are focused on providing high-quality, dependable and responsive services to the community
Meaningful Work – we are public servants; the work we do matters to those we serve
Inclusive Community – We are a professional team, dedicated to providing opportunities for everyone
Excellence – We do common things, uncommonly well

Revenue Philosophy

To meet our mission, strive for our vision and live out our values, the department's revenue philosophy is to balance the need for fiscal responsibility while meeting the needs of the community to provide a broad range of park and recreation services.

Authority

Parks and Recreation fees and charges for facility admission, membership and facility use are set forth by City Council based on recommendations from City Staff and review by the Parks and Recreation Advisory Board. In addition to these fees, the Parks and Recreation Director or designee is hereby authorized to approve fees for recreation programs, classes, events and miscellaneous services. The Parks and Recreation Department Director or designee is responsible for compliance, enforcement and adherence to this policy.

Notable Changes for 2022

Mound Golf Course

- No changes to rates (The \$2 cart increase from 2021 was not implemented due to the late delivery of carts, so this will be implemented in 2022)
 - Modified presentation of rates (walking/riding vs. greens fee/cart fee)
- Formalized Youth/Youth on Course rate
- Clarified volunteer levels
- Establish City employee rates

Pipestone Golf Course

- \$2 increase to maximum rates
 - 2022 rates will be \$47 riding weekday, \$57 riding weekend
 - Yankee Trace (2022 expected rate)
 - \$56 weekday riding, \$68 weekend riding
 - Heatherwoode (2022 expected rate)
 - \$49 weekday resident, \$57 weekday non-resident
 - \$67 weekend resident, \$75 weekend non-resident
 - Beavercreek (2022 expected rate)
 - \$45 weekday resident, \$55 weekday non-resident
 - \$55 weekend resident, \$65 weekend non-resident
 - Modified presentation (walking/riding vs. greens fee/cart fee)
- Clarified volunteer, Hampton employee rates
- Established City employee rate
- Range fee increase (was \$4, \$6, \$7, 2022 rate is \$5, \$8, \$11)
- Memberships/passess unchanged
- Formalized non-traditional cart fee membership as a continued pilot for 2022

Sycamore Trails Aquatic Center

- Increase to Daily and Memberships discussed in fall (\$1.50 increase to daily admission, \$5 increase to season passes)
- Increase rental rates to cover cost of staffing
- Establish City employee rates

Other Memberships

- Establish City employee rates for SAC club and Canal Run Dog Park

Public Facility Reservations

- Establish Market Square Rental Rate (\$100/hr)
- Revised Rice Field Rentals
 - From 3-hour blocks to hourly rentals (price per hour unchanged)
 - Increase light fee to \$25/hr (was \$10)
- Establish City employee rate

Fee Schedule

2022 Fee Schedule

The following represents fees under the purview of City Council authority. These fees are to be in effect beginning 1/1/2022 and will remain in effect until or unless superseded or rescinded by City Council.

Mound Golf Course

Greens Fees and Cart Fees

Traditional Rates, Non-Member

	Walking	Riding
9 Holes	\$12	\$23
18 Holes	\$18	\$31
9 Holes Youth	\$7	n/a

Youth defined as a person ages 10-17 or in grades 5-12

Member Rates

	Walking	Riding
9 Holes Member	\$3	\$14
18 Holes Member	\$6	\$22
9 Holes Youth on Course Member	\$5	n/a

Youth on Course membership obtained for free at youthoncourse.com

Winter Rates, Non-Member

	Walking	Riding
9 Holes	\$8	\$10
18 Holes	\$12	\$18

Winter rates are in effect, course conditions permitting, December through February

Volunteers

	Walking	Riding
9 Holes (Level A)	Free	\$6
9 Holes (Level B)	Free	Free

Volunteers in level A volunteer 5 hours or less per week

Volunteers in level B volunteer 6 or more hours per week

Employees (Mound Golf Course)

Employees are provided free greens fees and cart fees provided they are active City of Miamisburg employees working at Mound Golf Course.

Employees (City of Miamisburg)

Active employees of the City of Miamisburg who are not working at Mound Golf Course may receive the following rates.

	Walking	Riding
9 Holes (Employee)	\$3	\$14

Fee Schedule

9 Holes (Employee family member)	\$6	\$16
----------------------------------	-----	------

Membership Rates

	Resident Rate	General Rate
Junior (10-17 or in grades 5-12)	\$105	\$255
Adult (18-54)	\$255	\$295
Senior (55+)	\$150	\$200
Couples (2 people)	\$340	\$445
Senior Couples (2 people 55+)	\$225	\$300
Family (4 people)	\$550	\$695

Couples and Family – Defined as a people living within the same household

Miscellaneous Rates & Authority

Residency at Mound Golf Course

For the purposes of membership rates at Mound Golf Course, a resident is defined as a person who lives within the City of Miamisburg corporation limits, or an individual who pays City of Miamisburg property or income tax.

Outings, Special Rates, Leagues or Events

The Parks and Recreation Director or designee is hereby authorized to determine and approve fees for outings, special rates, leagues or events.

Discounts and Complimentary Rounds

Only the Parks and Recreation Director or designee may approve complimentary or donated rounds of golf or the waiving of cart fees. Only the Parks and Recreation Director or designee may approve temporary rate specials or surcharges to the rates provided above.

Fee Schedule

Pipestone Golf Course Greens Fees and Cart Fees

Traditional Rates, Non-Member

	Walking	Riding
9 Holes Weekday (M-Th)	\$22	\$32
9 Holes Weekend (F-Su)	\$24	\$34
18 Holes Weekday (M-Th)	\$34	\$47
18 Holes Weekend (F-Su)	\$44	\$57

Volunteers

Volunteers may receive one free round of play for each shift. The City Manager or designee has the discretion to modify shift requirements and corresponding golf privileges as needed.

Employees (Hampton Golf)

Active employees of Hampton Golf may receive the following rates.

	Walking	Riding
Hampton Employee - per round	\$8	???
Guest of Hampton Employee - per round	\$20	???

Employees (City of Miamisburg)

Active employees of the City of Miamisburg may receive the following rates.

	Riding
9 Holes Weekday (M-Th)	\$18
9 Holes Weekend (F-Su)	\$20
18 Holes Weekday (M-Th)	\$27
18 Holes Weekend (F-Su)	\$37

Range Fees

	Fee
Small Bucket (30 balls)	\$5
Medium Bucket (70-75 balls)	\$8
Large Bucket (90-100 balls)	\$11

Range Unlimited Use Rates

	Fee
Junior (10-17 or in grades 5-12)	\$200
Adult (18+)	\$250

Range Value Pass Rates

Value Pass Cards (VPC) provide 12 buckets for the price of 10 for an individual.

	Fee
Small Bucket (30 balls)	\$40

Fee Schedule

Medium Bucket (70-75 balls)	\$60
Large Bucket (90-100 balls)	\$70

Membership Rates

The Membership Program at Pipestone Golf Course will be limited to 65 total memberships active at any time. The membership base is limited to at least 35 resident members, and at least 15 non-resident members, any membership over these 50 memberships may be offered based on the receipt order of membership applications.

Memberships may not be used for participation in outings, leagues or special events. Golf carts are required for weekend play (Friday-Sunday) before 2:00 p.m..

Monday-Sunday Membership Format:

	Membership Rate
Membership Fee	\$1,695
Unlimited cart add-on (per person)	\$500

Monday-Sunday Members receive the following benefits:

- Unlimited greens fees
- 10-day preferred tee time requests
- 10% off merchandise
- Preferred guest rate (18 holes): \$36 weekday w/cart, \$46 weekend w/cart
- Unlimited range buckets
- Complimentary GHIN handicap service
- Complimentary membership to Mound Golf Course (member playing fees apply)
- Exclusive access to family upgrade option – provides up to 4 members, living in the same household, including children 17 and under, at a rate of \$750 per person.

Junior Monday-Sunday Membership Format:

Available to those 10-17 years old or in grades 5-12.

	Resident Rate	General Rate
Membership Fee	\$475	\$495
Unlimited cart add-on (per person)	\$495	\$495

Junior Monday-Sunday Members receive the following benefits:

- Unlimited greens fees
 - Monday-Thursday, anytime
 - Friday-Sunday & Holidays, after 2:00 p.m.
- 10-day preferred tee time requests
- 10% off merchandise
- Preferred guest rate (18 holes): \$36 weekday w/cart, \$46 weekend before 11:00 a.m. w/cart
- Unlimited range buckets

Fee Schedule

- Complimentary GHIN handicap service
- Complimentary membership to Mound Golf Course (member playing fees apply)

Non-Traditional Cart Membership

The non-traditional cart membership provides members the opportunity to utilize personal golf cars, e-bikes, or other non-traditional modes of transportation on the course. Members must sign liability waiver, follow all golf rules and regulations (such as 90° rule, no vehicles on greens, etc.) and must pay applicable greens fees for each round.

Non-Traditional Cart Membership	
	Membership Rate
Non-Traditional Cart Membership	\$500

Pre-paid Tee Time Reservations Program

The pre-paid tee time reservation program designates the first five tee times between 7 a.m. and 10 a.m. on Saturdays and Sundays available to be reserved. This program allows a foursome to reserve the same tee time each week for the 28-week period from April 1 – November 30. The pre-paid tee time program is limited to the first five tee times sold on Saturday and Sunday, based on a first come, first serve basis.

Pre-Paid Tee Time Reservation Fee:

	Service Fee
Reservation Fee	\$50

Reservation fee is non-refundable.

The regular posted greens fee, either resident or general rate including cart fees will be applicable for rounds played under this program.

Pre-paid Golf Packages

The pre-paid golf package allows the pre-payment of rounds and cart fees at a discounted rate. Rounds are not transferrable and may not be redeemed during holidays, outings, events, pre-paid tee time reservations or leagues.

Corporate Pre-Paid Golf Package:

Rounds valid Monday-Sunday, anytime

	Total Fee
100 round package with cart	\$3,900
72 round package with cart	\$2,944
48 round package with cart	\$1,996
20 round package with cart	\$865

Rounds valid Monday-Friday, anytime

Total Fee

Fee Schedule

100 round package with cart	\$3,200
72 round package with cart	\$2,394
48 round package with cart	\$1,671
20 round package with cart	\$715

Individual Pre-Paid Golf Package:

18 holes of golf with cart fee included

	Total Fee
10 round weekday (M-Th)	\$320
10 round weekend (F-Su)	\$420

Senior Individual Pre-Paid Golf Package:

18 holes of golf with cart fee included. Must be 55 years or older

	Total Fee
10 round weekday (M-Th)	\$270
25 round weekday (M-Th)	\$650

Miscellaneous Rates & Authority

Residency at Pipestone Golf Course

For the purposes of membership rates at Pipestone Golf Course, a resident is defined as a person who lives within the City of Miamisburg corporation limits, or an individual who pays City of Miamisburg property or income tax.

Hampton Golf Management Company Special Rate and Surcharge Authority

The City Manager or designee is hereby authorized to approve outing and special rates for leagues, events or promotions, proposed by the current management company of Pipestone Golf Course, Hampton Golf, which are developed to increase rounds during non-peak times, to attract golf play, market the course, or respond to market conditions. Hampton Golf, in coordination with the City Manager or designee may approve complimentary or donated rounds of golf or the waiving cart fee. Hampton Golf is authorized to exceed the above rates for Saturday and Sunday morning during high utilization times at riding fee (greens fee + cart fee) not to exceed \$57 per round.

Membership Limit Authority

The City Manager or designee is hereby authorized alter the number of passes sold as the market dictates and to develop and issue any other regulations or program requirements needed to implement the season pass program.

Fee Schedule

Sycamore Trails Aquatic Center

Admissions Rates

Daily Admission Rates

	Resident Rate	General Rate
Toddler (3 and under)	free	free
Youth (4-17)	\$5.00	\$8.00
Adult (18-54)	\$6.00	\$9.00
Senior (55+)	\$5.00	\$8.00

Value Pass Card Rates

	Resident Rate	General Rate
Youth (4-17)	\$50	\$80
Adult (18-54)	\$60	\$90
Senior (55+)	\$50	\$80

Value Pass Cards (VPC) provide 12 daily admissions for an individual. VPC is valid for the season in which it is purchased and will not prorated for prior visits.

Employees (Sycamore Trails Aquatic Center)

Employees are provided free admission provided they are active City of Miamisburg employees working at the Sycamore Trails Aquatic Center.

Employees (City of Miamisburg)

Active employees of the City of Miamisburg who are not working at the Sycamore Trails Aquatic Center may receive the following admission rates.

	Admission Rate
Employee	\$2.00
Employee family member	\$4.00

Season Pass Rates

Season Passes provides unlimited admission to the Sycamore Trails Aquatic Center, exclusive early admission (facility opens 30 minutes early for season pass holders and their guests*) and access to Sunday open swims (reserved for Passholders, Residents and their guests only).

	Resident Rate	General Rate
Youth (4-17)	\$65	\$85
Adult (18-54)	\$75	\$95
Senior (55+)	\$65	\$85
Family (4 persons)	\$170	\$230
Additional family member	\$30/person	\$40/person

Family – Defined as four people living within the same household

Fee Schedule

Employees (City of Miamisburg)

Active employees of the City of Miamisburg who are not working at the Sycamore Trails Aquatic Center may receive the following membership rates:

	Season Pass Rate
Youth (4-17)	\$45
Adult (18-54)	\$55
Senior (55+)	\$45
Family (4 persons)	\$120
Additional family member	\$20

Miscellaneous Rates & Authority

Residency at Sycamore Trails Aquatic Center

For the purposes of membership rates at Sycamore Trails Aquatic Center, a resident is defined as a person who lives within the City of Miamisburg corporation limits, or an individual who pays City of Miamisburg property or income tax or lives in Miami Township.

Twilight Rate

Daily Admission rate is reduced by \$1.00 on all admissions after 5:00 p.m.

Early Admission Rate

Season Pass Holders, or their guests, may purchase early admission to the facility. Early entry fee is \$1.00 in addition to the applicable admission rate, per person, per entry. With the purchase of early admission, guests of passholders may enter the facility during the exclusive early entry period (11:30 a.m.-12pm) when accompanied with a season passholder.

Group Admission Rate

The Parks and Recreation Director or designee is authorized to provide group admission discounts for groups of 20+ individuals.

Discounts and Complimentary Admission & Season Passes

Only the Parks and Recreation Director or designee may approve complimentary or donated admissions or season passes. Only the Parks and Recreation Director or designee may approve temporary rate specials or surcharges to the rates provided above.

Fee Schedule

Other Memberships

Senior Adult Club

Annual Membership to the Senior Adult Club

	Resident Rate	General Rate
Senior Adult Club (55+)	\$15	\$20

Canal Run Dog Park

Annual Membership to the Canal Run Dog Park

	Membership Rate
Canal Run Dog Park	\$20

Miscellaneous Rates & Authority

Discounts and Complimentary Memberships

Only the Parks and Recreation Director or designee may approve complimentary, donated or discounted membership rates. Only the Parks and Recreation Director or designee may approve rate specials or surcharges to the rates provided above.

Employees (City of Miamisburg)

Active employees of the City of Miamisburg may receive the following membership rates.

	Annual Membership
Senior Adult Club	free
Canal Run Dog Park	free

Fee Schedule

Public Facility Use Rates

Indoor Facility Rental Rates

Miamisburg Community Center 305 E. Central Ave.	Hourly Rental Rate	Deposit
Community Hall	\$75	\$100
Community Room	\$75	\$100
Blue Room	\$25	\$50
Kitchen	\$25	\$50

\$50 setup fee applies when requested.

Miamisburg Community Center North 224 Maple Ave.	Hourly Rental Rate	Deposit
Community Center North	\$75	\$100

\$50 setup fee applies when requested.

Community Park Learning Center 550 S. First St.	Hourly Rental Rate	Deposit
Community Park Learning Center	\$50	\$100

\$50 setup fee applies when requested.

Market Square Building 4 N. Main St.	Hourly Rental Rate	Deposit
Miller-Chamberlain Auditorium	\$100	\$100

\$50 setup fee applies when requested.

Outdoor Facility Rental Rates

Sycamore Trails Aquatic Center 400 S. Heincke Rd.	Hourly Rental Rate	Deposit
Less than 100 attendance	\$325	\$100
101-249 attendance	\$375	\$100
250+ attendance	\$450	\$100

Rice Field 9399 Dayton Cincinnati Pike	Hourly Rental Rate
Field	\$20

\$25/hour lighting fee per field applies when requested.

Park Shelters	Hourly Rental Rate
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Fee Schedule

Reservable Shelters	free
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Reservable shelters include Mound Park Large Shelter, Mound Park Rotary Shelter, Sycamore Trails Park Large Shelter and Sycamore Trails Park Nature Center. Reservable shelters are available at a first-come first-serve basis unless formally reserved.

All non-reservable park shelters are available at a first-come first-serve basis.

Miscellaneous Rates & Authority

Damage to facilities

Any damage to facilities resulting from a facility rental will result in the loss of security deposit. Renter will be responsible for charged the value of the cost of repair.

Discounts and Complimentary Rentals

Only the Parks and Recreation Director or designee may approve complimentary, donated or discounted facility reservation rates. Only the Parks and Recreation Director or designee may approve rate specials or surcharges to the rates provided above.

Employees (City of Miamisburg)

Active employees of the City of Miamisburg may receive the following discount to facility rental rates.

Rental Discount	
Hourly Rental Discount	25%

Temporary Rental Rates

Should the Parks and Recreation Department wish to rent a new facility, not identified in this section, the Parks and Recreation Director or designee is hereby authorized to provide a temporary rental structure for said facility, in place only and until a new fee schedule can be authorized. This rental structure is deemed to be temporary in nature and should not be construed as a permanent facility rental structure or location until and unless formally authorized by City Council.

Public Facility Use Policy

Public Facility Use Policy

PURPOSE:

The Miamisburg Parks and Recreation Department is committed to meeting the recreation and leisure needs of the community. This policy has been established to monitor, control, and prioritize facility usage in a fair and non-discriminative manner.

SCHEDULING PRIORITIES:

The scheduling of use by community organizations and other agencies of City facilities are based on the following criteria:

- Level of affiliation to City departments and programs
- City residency*
- Level of broad base benefit for Miamisburg residents

Approval of requests for use will be evaluated based on the organization classification in the following order:

Category A: City Departments and Programs

Category B: Official City Boards and Commissions with an organized governing board and organizational bylaws.

Category C: Non-profit organizations with official mailing located within Miamisburg corporate limits.

Category D: For-profit organizations or residents located within Miamisburg corporate limits* with direct benefit going to a non-profit organization or individual that is located within Miamisburg corporate limits (fundraiser).

Category E: Requests by Miamisburg residents and businesses for private use that are within the Miamisburg corporate limits.

Category F: Other organizations, groups or individuals that do not qualify for Categories A - E status.

* "Resident" is defined as a person who lives within the City of Miamisburg corporation limits or pays City of Miamisburg property or income tax. This is different than a Miamisburg mailing address.

Public Facility Use Policy

Verification of residency, non-profit status and scope of usage (purpose, participants and benefactor) must be submitted with each use request. Non-Profit organizations must have a tax identification number, an organized governing board and organizational bylaws and be willing to provide evidence to the City of Miamisburg on a yearly basis.

FACILITIES AND FEES:

The City of Miamisburg owns and operates the facilities listed below. Note that each facility has different reservation and fee requirements.

Facility	Available Usage	Fee	Contact
Athletic Facilities**	Categories A & B	No	Parks & Recreation Office 866-8999
Athletic Facilities**	Categories C - F	Yes	Parks & Recreation Office 866-8999
Carnegie Center	Categories A & B	No	Parks & Recreation Office 866-8999
Carnegie Center	Categories C - F	Yes	Parks & Recreation Office 866-8999
Community Park Learning Center	Categories A & B	No	Parks & Recreation Office 866-8999
Community Park Learning Center	Categories C - F	Yes	Parks & Recreation Office 866-8999
Gebhart Tavern	Categories A & B	Contact Miamisburg Historical Society	Miamisburg Historical Society 859-5000
Market Square	Contact Miamisburg Historical Society	Contact Miamisburg Historical Society	Miamisburg Historical Society 859-5000
Mound Clubhouse	Categories A - F	Yes - Food Service	Mound Golf Course 866-2211
Park Shelters**	Categories A - F	No	Parks & Recreation 866-8999
Pipestone Clubhouse	Categories A - F	Yes - Food Service	Pipestone Golf Course 866-4653

Public Facility Use Policy

Senior Adult Center	Categories A & B	No	Senior Adult Center 866-8999
Sycamore Trails Aquatic Center	Categories A & B	No, rentals available at established times	Sycamore Trails Aquatic Center 847-6565
Sycamore Trails Aquatic Center	Categories C - F	Yes, rentals available at established times	Sycamore Trails Aquatic Center 847-6565

** The Parks and Recreation Department accepts reservations for Rice Fields, Sycamore Disc Golf, Beachler Park for the Spring (April 1 – July 31) and Fall (August 1- October 31) seasons. Spring requests are accepted beginning December 1. Fall requests are accepted beginning July 1. Tournament organizers should submit the Athletic Field Use Request Form to reserve a date(s).

** The Parks and Recreation Department accepts reservations for the Sycamore Large, Sycamore Nature, Mound Large and Mound Rotary shelters. All other shelters in City parks are available for drop in use by daily park users on first come, first serve basis.

Parks and other outdoor open City recreation areas (i.e., tennis courts, basketball courts, picnic shelters, etc.) are available on a first come-first-serve basis for general usage. Facility users may not use City facilities to conduct instructional or fee-based programs without Miamisburg Parks and Recreation Department approval.

RESTRICTED ACTIVITIES:

Alcoholic beverages are not permitted in City facilities, other than Mound and PipeStone Golf Courses or facilities within the DORA District marked as such. Smoking is not permitted in any City facility.

Requests for the City of Miamisburg Parks and Recreation Department facilities will be refused when any of the following factors exist, as determined by staff:

1. **Risk and Liability** – Activities involving high risk to participants or high liability to the City of Miamisburg. The City may require an organization to secure liability insurance for programming activities which the group intends to provide at City facilities. Insurance binders must be submitted to the Miamisburg Parks and Recreation Department Administrative Office before any such activities take place.
2. **Duplication of programming** – Activities which duplicate existing Parks and Recreation Department programming will not be scheduled at the same time as existing programs or at any time if they infringe upon or are in any way detrimental to the City’s existing programs.

Public Facility Use Policy

- 3. Delinquent user or group** – An individual, group, or organization that has demonstrated the inability to follow the rules and regulations of the facility; respect staff, patrons or the facility and/or the inability to make restitution for damages from previous facility use.

PROCEDURES:

Application for Use

Users 18 years of age and older wishing to rent a Miamisburg Facility must complete a Miamisburg Parks and Recreation Department Event Application or Facility Use Request application and submit it to the Parks and Recreation Department Administrative Office a minimum of four weeks before usage date, unless otherwise noted. Please note that at the time of reservation a deposit via credit card is required. The user's name making the reservation must match the name on the credit card and signature on the facility reservation waiver.

Event Application

Event applications provide information about an event that will be held on City property. Event information provides staff with details of the event that assist in determining the set-up, such as road closures, insurance requirements, electrical needs, etc. and cost. Items distributed at an event and any pre-event promotions (i.e., pamphlets, advertising, etc.) must be pre-approved by the Miamisburg Parks and Recreation Department prior to distribution. Promotional material must be submitted to the Department a minimum of two weeks prior to distribution. Any unauthorized promotion may result in cancellation of facility use. Miamisburg Parks and Recreation Department reserves the right to edit any promotional copy.

Facility Use Request

The Facility Use Request application provides date and location requested for reservation purposes only. Requests for special equipment, electrical, or table and chair set-up needs must be included on the application. The responsible party for each facility use must sign a liability waiver as part of the application process.

The City of Miamisburg reserves the right to amend this policy with City Council approval. The City Manager or designee is authorized to waive policy requirements on a case-by-case basis, and the City Manager or designee is also authorized to develop operational procedures to implement the Public Facility Use Policy.

Special Event Policy

Special Event Application Policy and Fees

General Policy Statement

The City of Miamisburg plans, develops, coordinates, sponsors, co-sponsors and implements as well as encourages its residents and businesses to do the same for special events that enhance the quality of life, provide entertainment and other leisure activities, promote local economic health, attract visitors and contribute to the dynamic atmosphere of the community.

To facilitate the use of City-owned, leased or managed parks or recreation facilities and any public property, the City has established Ordinances, Policies and Procedures to ensure the success of such events. These are designed to ensure the success of such events by providing a system for advanced planning, standard information, basic ground rules and a formalized special event permit process that allow special event organizers to achieve the mutual goals, maximizing the events impact on the community and minimizing the burden of the event on the community.

It is the purpose of this policy and related procedures to regulate Special Events help within the City of Miamisburg so that such events can occur with the health, safety and welfare of the participants in mind, the protection of public property considered, and the impact of non-participating residents and business minimized.

The City of Miamisburg recognizes that the Parks and Recreation department plays the lead role in permitting special events within the community and that there are other governmental and non-governmental agencies whose interests should be considered during the event planning and permitting process. Approval from other entities may be required to complete the City of Miamisburg Special Event Permit approval process. The City of Miamisburg has jurisdiction over public parks, roadways and property. Events utilizing the Great Miami River or the Great Miami River Recreational Trail require additional approval/permits from the Miami Conservancy District and/or the Five Rivers Metroparks. It is the responsibility of the event organizer to ensure that all applicable rules are followed and authorizations of are receive for spaces outside of the City's jurisdiction.

Special Event Policy

What is considered a Special Event?

Any festival, concert, parade, running/walking event, public performance or announced public gathering held on a public street, right-of-way, or property of the City or events that require the closure of a public street require a special event permit. Any activity conducted in a public park, or parades and running/walking events that are conducted within the right-of-way but do not require the closure of a public street also require a special event permit.

A Special Event is defined and a Special Event Permit is required if your event meets any of the following criteria:

- Any public gathering (defined as more than 75 in attendance) on a public street or public property within the City limits
- The anticipated number of participants/attendees will limit or impede general public access
- Over five (5) 10ft. x 10ft. pop-up tents or a single tent larger than 200 sq. ft.
- Bounce House, Large Inflatables or other Amusements
- Amplified sound beyond a personal/Bluetooth speaker
- Fireworks, Pyrotechnics, or other Flame affects under ORC 3743.54
- Alcohol Sales under ORC 4303
- Vendors, Sale of Goods or Food Service
- Closure of a public street
- Exclusive or designated use of waterway, trail, or other recreation amenity
- Market/Showcase/Performance within a public park, on public property or in a public street
- Events with City-wide marketing, promotion, social media postings or other communications

Typical special event types:

- Races, Runs & Rides (gathering, starting, finishing or using public property)
- Concerts, Performances & Productions (on public property)
- Festivals or Carnivals
- Markets or Sales
- Fireworks Events
- Parades

Special Event Policy

First Amendment Activity

Special events sometimes attract First Amendment or free speech activity which is the right of persons and groups to peaceably assemble. Persons and groups engaging in First Amendment-related activities have the right to:

- Organize and participate in peaceful assemblies to express their political, social, or religious views in a peaceful manner which can include collecting signatures, demonstrations, or other similar gatherings in public areas.

The City of Miamisburg is responsible for managing First Amendment activities taking place on public property or when a large attendance is anticipated. When an event is designed as a First Amendment activity or is anticipated within or at another event, the City of Miamisburg will discuss the planning and logistics surrounding the activity and may make suggestions to ensure the safety and rights of all are protected. Ultimately, the manner in which the activity will be managed depends on a number of factors including how the special event is organized, the location and venue configuration of the event, the number of people involved, the type of protest activity anticipated, and the city resources available to manage the overall scope of activities.

Special Event Policy

What does it cost to submit an Event Permit Application?

Application Fees for Special Event Permits and event consideration are tiered based on the following criteria:

- Level of affiliation to City, City Departments and/or programs
- City residency
- Level of broad base benefit for Miamisburg residents

Application Fees and Approval of requests for use will be evaluated based on the Event Organizer's classification in the following order:

- Category A: City Departments, Events, Programs and Official City Boards and Commissions with an organized governing board and organizational bylaws.
- Category A-1: Event Organizers with a current, fully executed partnership, facility-use or event coordination agreement.
- Category B: Non-profit organizations with official mailing located within Miamisburg corporate limits.
- Category C: For-profit organizations or residents located within Miamisburg corporate limits with direct benefit going to a non-profit organization that is located within Miamisburg corporate limits (fundraiser).
- Category D: Requests by Miamisburg residents and businesses for private use that are within the Miamisburg corporate limits without direct benefit going to a non-profit organization or with direct benefit going to an individual resident of Miamisburg.
- Category E: Other organizations, groups or individuals that do not qualify for Categories A - E status.

Applicant Category	Application Fee Per Event*
Category A, A1	\$0
Category B	\$50
Category C	\$100
Category D	\$200
Category E	\$300

* Application fees are due for each event application. Recurring events, defined as those requests with the generally same event occurring over multiple days or on multiple occasions (up to 4) per year fall under a single application. If there are multiple events or significant

Special Event Policy

alterations in event design, logistics or support needed, a separate application fee may be required.

Special Event Permit Process

Pre-Permit Phase

- Special Events Guidebook and FAQ
 - Potential event organizers should review these documents which will provide guidance on the application process, planning a successful event and answer common questions in the event permit process.

Permit Phase

- Initial Permit Application
 - The application contains necessary information to perform an initial review of the event. **MUST BE COMPLETED according to timeline below** with the following items:
 - Complete Application
 - Application fee
- Initial Review by Parks & Recreation Department Staff (Conditional Approval)
- Planning and Review Meeting with Event Organizer
- Submission of Event Management Documents by Event Organizer that include:
 - **Communication & Information Plan**
 - **Emergency Action Plan**
 - **Insurance & Hold Harmless Information**
 - **Logistics and Implementation Plan**
 - **Site Plan & Event Layout**
 - **Traffic Control Plan**
 - **Waste Management Plan**
- **Depending on the event request, the following may be required:**
 - **Alcohol Control Plan**
 - **Fireworks Plan**
 - **Food & Beverage Vendor Plan**
 - **Entertainment Plan**
- Parks and Recreation Department Review
- City of Miamisburg Support and Response Services Meeting
 - Police, Miami Valley Fire District, Public Works, Engineering, City Manager's Office
 - City/MMA/Miamisburg Event Committee Review
- Outside Entities Permitting/Authority (if needed)
 - Miami Conservancy District, etc.
- Final Permit Approval

Preparation Phase

- Event Final Planning & Logistics
- Partnership & Cost Sharing Agreements (if needed)
- Communication with Support Partners

Special Event Policy

Event Implementation & Review

- Event Execution
- Review & Evaluation

Criteria for Approval/Disapproval

In issuing a permit for a special event, the City considers whether:

1. The event is reasonably likely to cause injury to persons or property, create a disturbance, cause disorderly conduct or encourage or result in violation of the law, or community standards;
2. The event will unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
3. The proposed location is adequate for the size and nature of the event;
4. The event does not unreasonably interfere with the intended use of the area (e.g. athletic fields, picnic areas, etc.);
5. The event does not unreasonably interfere with or substantially limit public access to public property or private businesses;
6. The Applicant's apparent ability to execute the event;
7. The Applicant's ability to obtain the appropriate insurance and outside approval (when necessary);
8. The event unreasonably conflicts with other scheduled programs, special events or gatherings in the community; and
9. All permit requirements, plans and documents have been submitted and criteria met.

Required Approvals/Appeals Process

The application review process begins when the City's Parks and Recreation Department has received a completed application. Applications and related planning efforts and documents for special events must be approved by all appropriate departments, including but not limited to the Parks & Recreation Department, Police Department, Public Works Department, Development Department, City Engineer's Office, Miami Valley Fire District, City Manager's Office and City Council (where required). In the event that an application is denied by the City, the applicant may appeal to the City Manager's Office in writing within five (5) days of denial. The decision of the City Manager is final.

Special Event Policy

Application and Event Planning Timeline Requirements

1. **General events without any of the elements listed below in #2-4**
 - a. Initial Application submitted **30 days** in advance of the event
 - b. Plan and Required Documents must be submitted **21 days** in advance of event
 - c. Final approval will be determined at least **14 days** in advance of the event*

2. **Events with Road Closures**
 - a. Initial Application submitted no less than **90 days** in advance of event
 - b. Plan and Required Documents must be submitted **45 days** in advance of event
 - c. Final approval will be determined at least **30 days** in advance of the event*

3. **Festivals, Carnivals or large-scale events**
 - a. Initial Application submitted no less than **180 days** in advance of event
 - b. Plan and Required Documents must be submitted **90 days** in advance of event
 - c. Final approval will be determined at least **75 days** in advance of the event*

4. **Events with Fireworks, Pyrotechnics or other Flame Elements**
 - a. Initial Application submitted no less than **180 days** in advance of event
 - b. Plan and Required Documents must be submitted **90 days** in advance of event
 - c. Final approval will be determined at least **75 days** in advance of the event*

5. **Events with Alcohol Sales**
 - a. Initial Application submitted no less than **180 days** in advance of event
 - b. Plan and Required Documents must be submitted **90 days** in advance of event
 - c. Final approval will be determined at least **60 days** in advance of the event*

*The City recognizes that in planning and executing Special Events some logistics and preparation elements may not align with the timeline requirements of the permit process, this timeline is designed to allow for proper preparation, review and approval to be done in advance so that the event organizer can be assured in the status of their event, while balancing the effort required to plan and organize an event within final and/or official approval. In addition, these timelines take into consideration the time and planning requirements for City Review, City Council Review (when required) as well as outside entity review and approval.

Special Event Policy

Event calendar, and public outreach efforts

Through the Special Event Process, event organizers, including those who do not meet the requirements of requiring a special event application may be included within the “What’s Happening in Miamisburg”, Event Calendar, or other publications disseminated to the public. Certain Fees for Special Event Marketing are tiered based on the following criteria:

- Level of affiliation to City, City Departments and/or programs
- City residency
- Level of broad base benefit for Miamisburg residents

Application Fees and Approval of requests for use will be evaluated based on the Event Organizer’s classification in the following order:

- Category A: City Departments, Events, Programs and Official City Boards and Commissions with an organized governing board and organizational bylaws.
- Category A-1: Event Organizers with a current, fully executed partnership, facility-use or event coordination agreement.
- Category B: Non-profit organizations with official mailing located within Miamisburg corporate limits.
- Category C: For-profit organizations or residents located within Miamisburg corporate limits with direct benefit going to a non-profit organization that is located within Miamisburg corporate limits (fundraiser).
- Category D: Requests by Miamisburg residents and businesses for private use that are within the Miamisburg corporate limits without direct benefit going to a non-profit organization or with direct benefit going to an individual resident of Miamisburg.
- Category E: Other organizations, groups or individuals that do not qualify for Categories A - E status.

Applicant Category	Advertising Web & Print Fee Per Event*	Advertising Web Only Fee Per Event*
Category A, A1	\$0	\$0
Category B	\$100	\$25
Category C	\$200	\$75
Category D	\$300	\$100
Category E	\$500	\$200

* Application fees are due for each event application. Recurring events, defined as those requests with the generally same event occurring over multiple days or on multiple occasions (up to 4) per year fall under a single application. If there are multiple events or significant

Special Event Policy

alterations in event design, logistics or support needed, a separate application fee may be required.

ORDINANCE NO. 6963

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO THE EIGHTH AMENDMENT AND ADDENDUM TO THE 2017 MIAMISBURG PROJECTS MANAGEMENT AND FINANCING AGREEMENT AND DECLARING AN EMERGENCY.

WHEREAS, on or about June 27, 2017 the City entered in the 2017 Miamisburg Projects Management and Financing Agreement with the Montgomery County Transportation Improvement District (TID); and

WHEREAS, the City and TID have since entered into seven agreement amendments for various projects and services; and

WHEREAS, the City now desires the TID to act on the City's behalf to manage the construction of two additional projects that are important to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The Eighth Amendment and Addendum to the agreement is hereby determined to be necessary for the construction of the two projects as outlined in the agreement.

Section 2.

The City Manager is hereby authorized to sign the Eighth Amendment and Addendum to the Agreement which is attached hereto as Exhibit A.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this amendment and addendum is needed at the earliest possible date to ensure timely compliance with scheduled construction activities, therefore, this measure shall be in force from and after its passage.

Passed: April 19, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

Exhibit A

Eighth Amendment and Addendum to the
Project Management and Financing Agreement

**EIGHTH AMENDMENT AND ADDENDUM TO 2017 MIAMISBURG PROJECTS
MANAGEMENT AND FINANCING AGREEMENT**

THIS EIGHTH AMENDMENT AND ADDENDUM TO 2017 MIAMISBURG PROJECTS MANAGEMENT AND FINANCING AGREEMENT (this “**Eighth Amendment**”) is made and entered into as of the **14TH** day of **FEBRUARY**, 2022 (the “**Effective Date**”), by and between the **CITY OF MIAMISBURG, OHIO** (the “**City**”), and the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT** (the “**TID**”) (the City and the TID are sometimes referred to herein individually as a “**Party**” and collectively as “**Parties**”), under the following circumstances:

- A. On or about June 27, 2017, the Parties entered into that certain 2017 Miamisburg Projects Management and Financing Agreement (the “**Original PMFA**”), which was subsequently modified by: (i) that certain First Amendment and Addendum dated on or about July 20, 2017 (the “**First Amendment**”); (ii) that certain Second Amendment and Addendum dated on or about August 8, 2018 (the “**Second Amendment**”); (iii) that certain Third Amendment and Addendum dated on or about January 10, 2019 (the “**Third Amendment**”); (iv) that certain Fourth Amendment and Addendum dated on or about June 16, 2019 (the “**Fourth Amendment**”); (v) that certain Fifth Amendment and Addendum dated on or about November 20, 2019 (the “**Fifth Amendment**”); (vi) that certain Sixth Amendment and Addendum dated on or about December 18, 2019 (the “**Sixth Amendment**”); and (vii) that certain Seventh Amendment and Addendum dated on or about November 8, 2021 (the “**Seventh Amendment**”), and collectively with each of the foregoing, the “**PMFA**”);
- B. The City now desires to provide for: (i) the construction of the public portion of certain sanitary sewer improvements from the Terrington subdivision pump station (the “**Terrington Pump Station**”) to the Deer Valley pump station, the decommissioning and removal of the Terrington Pump Station, and construction inspection services in connection with the construction of the replacement facilities for the Terrington Pump Station (collectively, the “**Terrington Pump Station Project**”); and (ii) the construction of a replacement culvert near 550 Lower Miamisburg Road (the “**LMR Culvert Project**”) (for the purposes of this Eighth Amendment, the Terrington Pump Station Project and the LMR Culvert Project are collectively referred to as the “**Eighth Amendment Projects**”);
- C. The City desires to engage the TID to manage and contract for the construction of the Eighth Amendment Projects as additional Projects under the PMFA; and
- D. The TID Board of Trustees, acting pursuant to Resolution No. 2022-16 adopted on February 14, 2022, has authorized the execution of this Eighth Amendment.

NOW THEREFORE, the Parties agree as follows:

1. **Terrington Pump Station Project.**

A. Generally. The Parties hereby agree to cooperate to develop and implement the Terrington Pump Station Project as set forth in this Eighth Amendment. The Terrington Pump Station Project shall be deemed a “Project” for the purposes of the PMFA, and a “Construction Project” for the purposes of Sections 9 and 13 of the PMFA. Pursuant to Section 715.02 of the Ohio Revised Code, the City hereby grants to the TID the right to exercise the City’s powers in connection with the TID’s activities in support of the Terrington Pump Station Project; provided, however, the TID shall only exercise such powers as are necessary to accomplish the specific objectives of the PMFA as amended hereby.

B. Scope. The scope of the Terrington Pump Station Project is set forth in Exhibit A-1 (the “**Terrington Pump Station Project Scope**”). The Parties acknowledge that they may further develop or modify the Terrington Pump Station Project Scope or add additional tasks thereto during the course of the development of the Terrington Pump Station Project by amending the Terrington Pump Station Project Scope in a writing executed by both Parties. For purposes of clarity, the TID’s services related to the construction of the replacement facilities for the Terrington Pump Station will only include construction inspection services, and the construction of such facilities will be managed and carried out by a third party.

C. Schedule. The Parties intend to complete the construction of the Terrington Pump Station Project by the end of August, 2022. The Parties agree to use their reasonable commercial efforts to adhere to such schedule and to fulfill all their obligations under the PMFA as amended hereby so such schedule is met.

D. Budget and Funding.

(i) The budget for the Terrington Pump Station Project is set forth in Exhibit A-2 (the “**Terrington Pump Station Project Budget**”). The Parties acknowledge that they may further develop or modify the Terrington Pump Station Project Budget during the course of the development of the Terrington Pump Station Project by amending the Terrington Pump Station Project Budget in a writing executed by both Parties.

(ii) The City will fulfill its payment obligations hereunder and as set forth in the Terrington Pump Station Project Budget by timely paying the amounts of such obligations (including amounts related to any contingencies) to the TID, including any necessary advances with respect thereto (less fees payable to the TID) which the TID will hold in a segregated fund for the benefit of the Terrington Pump Station Project (the “**Terrington Pump Station Project Fund**”). The TID will use the Terrington Pump Station Project Fund solely to accomplish the Terrington Pump Station Project. Within forty five (45) days after the completion of Terrington Pump Station Project or the earlier termination of the Project, the TID will deliver the balance of the Terrington Pump Station Project Fund, if any, to the City, or otherwise dispose of such balance as directed in writing by the City.

E. TID Fee. In consideration of the TID's activities to be undertaken in connection with the Terrington Pump Station Project, the City hereby agrees to pay the TID the amount set forth in Terrington Pump Station Project Budget denoted as the TID's fee, within fifteen (15) days after the Effective Date (the "**TID Terrington Pump Station Project Management Fee**").

2. **LMR Culvert Project.**

A. Generally. The Parties hereby agree to cooperate to develop and implement the LMR Culvert Project as set forth in this Eighth Amendment. The LMR Culvert Project shall be deemed a "Project" for the purposes of the PMFA, and a "Construction Project" for the purposes of Sections 9 and 13 of the PMFA.

B. Scope. The scope of the LMR Culvert Project is set forth in Exhibit B-1 (the "**LMR Culvert Project Scope**"). The Parties acknowledge that they may further develop or modify the LMR Culvert Project Scope or add additional tasks thereto during the course of the development of the LMR Culvert Project by amending the LMR Culvert Project Scope in a writing executed by both Parties.

C. Schedule. The Parties intend to complete the construction of the LMR Culvert Project by the end of August, 2022. The Parties agree to use their reasonable commercial efforts to adhere to such schedule and to fulfill all their obligations under the PMFA as amended hereby so such schedule is met.

D. Budget and Funding.

(i) The budget for the LMR Culvert Project is set forth in Exhibit B-2 (the "**LMR Culvert Project Budget**"). The Parties acknowledge that they may further develop or modify the LMR Culvert Project Budget during the course of the development of the LMR Culvert Project by amending the LMR Culvert Project Budget in a writing executed by both Parties.

(ii) The City will fulfill its payment obligations hereunder and as set forth in the LMR Culvert Project Budget by timely paying the amounts of such obligations (including amounts related to any contingencies) to the TID, including any necessary advances with respect thereto (less fees payable to the TID) which the TID will hold in a segregated fund for the benefit of the LMR Culvert Project (the "**LMR Culvert Project Fund**"). The TID will use the LMR Culvert Project Fund solely to accomplish the LMR Culvert Project. Within forty five (45) days after the completion of LMR Culvert Project or the earlier termination of the Project, the TID will deliver the balance of the LMR Culvert Project Fund, if any, to the City, or otherwise dispose of such balance as directed in writing by the City.

E. TID Fee. In consideration of the TID's activities to be undertaken in connection with the LMR Culvert Project, the City hereby agrees to pay the TID the amount set forth in LMR Culvert Project Budget denoted as the TID's fee, within fifteen (15) days after the Effective Date (the "**TID LMR Culvert Project Management Fee**", and together

with the TID Terrington Pump Station Project Management Fee, the “**TID Management Fees**”).

3. **TID Payment Obligations.** Notwithstanding any provision of this Amendment, it is understood and agreed that no obligation of the TID hereunder will constitute a pledge of the general credit of the TID. Notwithstanding anything in this Eighth Amendment to the contrary, the TID will not be obligated to provide for any products or services related to either of the Eighth Amendment Projects in excess of the funds actually received by the TID from the City related to such Project, less the applicable TID Management Fee.

4. **TID Management Services.** The TID will provide all necessary project planning, project coordination, strategy development, and project supervision for the Eighth Amendment Projects (the “**TID Management Services**”). The TID Management Services will include:

A. **Project Supervision.** All activities related to the Eighth Amendment Projects will be performed under the general supervision and direction of the TID.

B. **Payments.** The TID will pay all invoices for third party services related to the Eighth Amendment Projects (the “**Third Party Services and Costs**”) so long as such Third Party Services and Costs are satisfactory to the TID and such invoices are within the applicable budget. The TID will keep the City apprised of the progress of the Eighth Amendment Projects compared to the applicable budget at Progress Meetings (as described in Section 13 of the Original PMFA) and will provide the City such supporting information as reasonably requested on a timely basis.

5. **Miscellaneous.** Terms used but not otherwise defined herein will have the meanings set forth in the PMFA. Except as set forth in this Eighth Amendment, the PMFA remains in full force and effect and is hereby ratified in its entirety. In the event of a conflict between the terms of this Eighth Amendment and the terms of the PMFA, the applicable terms of this Eighth Amendment will govern and control. This Eighth Amendment will be construed under the laws of the State of Ohio. This Eighth Amendment may be executed in any number of counterparts, each of which will be deemed an original and together will constitute a single instrument. Delivery of an executed counterpart of a signature page to this Eighth Amendment by facsimile, email or other electronic means is effective as delivery of a manually executed counterpart of this Eighth Amendment. The headings of the clauses contained herein are solely for the convenience of the Parties and do not constitute a part hereof.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment effective as of the Effective Date.

CITY OF MIAMISBURG, OHIO

By: _____

Its: _____

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____

Its: _____

Miamisburg Fiscal Officer Certificate

The undersigned fiscal officer of the City of Miamisburg, Ohio (the "City") hereby certifies that the monies required to meet the City's obligations during the current fiscal year under the foregoing Eighth Amendment have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the fiscal officer of the City covenants that any requirement herein of an expenditure of the City's money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

CITY OF MIAMISBURG, OHIO

Date: _____

By: _____
Name: _____
Title: _____

Exhibit A-1

Terrington Pump Station Project Scope

The project scope includes:

- 1) The construction of the public portion of certain sanitary sewer improvements from the Terrington subdivision pump station to the Deer Valley pump station within the new Oberer residential development.
- 2) The decommissioning and removal of the Terrington Pump Station.
- 3) Construction inspection services in connection with the construction of the replacement facilities for the Terrington Pump Station.

Exhibit A-2

Terrington Pump Station Project Budget

TERRINGTON PUMP STATION (DEER VALLEY)

S U B S I D I E S

4/6/2022

SOURCES

AMOUNT

City of Miami Springs

\$ 346,495

City's contribution \$321,805 (+)TID Fee, CI, 3 d Pa

Other

\$ 240,005

Remained to be paid

TOTAL

\$ 586,500

USES

AMOUNT

Construction

\$ 561,810

Kilham Blvd

TID Minimum

\$ 16,900

5% contribution to Kilham Blvd (-) Other

Construction

\$ 3,600

Estimated P&S in the future

Interest & L

\$ 5,190

TOTAL

\$ 586,500

Exhibit B-1

LMR Culvert Project Scope

The project scope includes:

- 1) The construction of a replacement of an existing structure with a single span aluminum box culvert near 550 Lower Miamisburg Road.

Exhibit B-2

LMR Culvert Project Budget

STRUCTURE REPLACEMENT AT 550 LOW MIA ISBURG ROAD

SOURCES & USES

3/21/2022

SOURCES

AMOUNT

City of Miamisburg \$ 81,151

TOTAL \$ 81,151

USES

AMOUNT

Construction \$ 72,525

TID Management Fee \$ 3,626

Third Party & Legal \$ 5,000

TOTAL \$ 81,151

Engineers Estimate
Estimated 5% of construction cost

ORDINANCE NO. 6964

AN ORDINANCE TO AMEND PART TWELVE, TITLE SIX OF THE CODIFIED ORDINANCES TO ADOPT CHAPTER 1295, ARCHITECTURAL GUIDELINES.

WHEREAS, the Miamisburg Zoning Code currently does not obligate a minimum standard for architectural quality and design; and,

WHEREAS, the City of Miamisburg recognizes the importance of quality architecture in promoting community vitality; and,

WHEREAS, by codifying a set of standards, the City of Miamisburg will provide architectural guidance to design professionals when proposing new commercial and industrial structures, building additions, or exterior modifications; and,

WHEREAS, by codifying a set of standards, the City of Miamisburg will provide guidance to Department of Development staff and the Miamisburg Planning Commission when reviewing development proposals; and,

WHEREAS, the Architectural Guidelines will promote the health, safety, and general welfare of the community by requiring a minimum level of architectural quality and integrity for all new commercial and industrial structures in the City of Miamisburg.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:


Section 1.

Chapter 1295, Architectural Guidelines, included herein as Exhibit A, is hereby adopted in its entirety.

Section 2.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: June 21, 2022

Attested: 
Kim Combs, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

CHAPTER 1295
Architectural Guidelines

1295.01 Purpose and Intent.	1295.05 Windows and Doors.
1295.02 Applicability and Enforcement.	1295.06 Architectural Variety.
1295.03 Comprehensive Architecture.	1295.07 Entrances and Accents.
1295.04 Use of Material and Color.	1295.08 Roofs and Screening.

1295.01 PURPOSE AND INTENT.

The purpose and intent of the Architectural Guidelines is to provide constructive guidance to architects and designers when developing commercial and industrial projects in the City of Miamisburg. These Guidelines are not intended to limit nor otherwise restrict individual creativity or corporate identity, but rather their intent is to set a minimum expected level of architectural quality in the exterior design of new or remodeled commercial and industrial buildings.

1295.02 APPLICABILITY AND ENFORCEMENT.

None of the regulations contained herein shall be applicable to all commercial and industrial development in all instances. They should be applied with consideration for the surrounding built environment and the needs of the end user, in addition to any formally adopted plans, requirements, standards, or agreements. Exterior modifications to existing commercial and industrial buildings shall not be subject to these Guidelines except those modifications subject to Site Plan Review. These Guidelines shall be subordinate to any architectural standards required by an individual zoning district or adopted planned development.

1295.03 COMPREHENSIVE ARCHITECTURE.

All new or modified commercial and industrial buildings should include four-sided architecture, whereby equal consideration is given to all sides of the building. Materials and design elements should be consistently applied to all sides of the structure.

1295.04 USE OF MATERIALS AND COLORS.

Exterior architectural treatments should be predominantly composed of durable and timeless materials. Such materials include wood, brick, stone, concrete masonry units, split-face block, engineered stone, non-corrugated metal, tilt-up concrete panel, and fiber-cement siding. The use of materials such as vinyl, T-111 siding, EIFS, dryvit, and other similar materials should be restricted to minor architectural and design elements. These materials should not be the predominant exterior material for any commercial or industrial building.

The mixture of exterior colors should be limited to matte, earth tones. The use of bright primary colors, metallic colors, black, and fluorescent colors are strongly discouraged except for use on building trim and accent features. All materials should be integrally colored or patterned throughout their composition.

1295.05 DOORS AND WINDOWS.

Window glazing should be liberally applied to the building façade, particularly those façades which face a public street. Reflective or opaque glass should be avoided on the first floor of all buildings. The public entrance of any building should face the public street, or the direction of the predominant parking field. Where appropriate, doors and windows should be offset by headers and sills of a color and material complimentary to the primary building façade material.

1295.06 ARCHITECTURAL VARIETY.

The building exterior should be composed of materials and design elements that promote variety and interest. Changes in color, pattern, material, profile, and texture should be liberally applied throughout the building exterior. At least three (3) of these elements should also be included in any transition between the building base and body, and the building body and cap. Long expanses of blank building façade should be avoided wherever possible, particularly when in view from the public street or residential uses, using elements such as recesses, off-sets, arches, colonnades, columns, pilasters, and contrasting courses of material. Complimentary landscaping should be placed at the building base to ground the structure and provide an extra layer of variety and interest. Lighting of certain design elements is also encouraged to accent these features during hours of darkness. However, the use of neon tubing, LED strips, string lights, or other similar lighting should not be used on the building façade.

1295.07 ENTRANCES AND ACCENTS.

The primary building entrance should be offset from the remainder of the building to enhance its visibility to customers, visitors, and guests using alternate, but complimentary, design elements, colors, and materials. Accent features complimentary to the architectural design, such as – but not limited to – awnings, canopies, quoining, archways, tile work, moldings, distinctive hardware, and other similar elements are strongly encouraged.

1295.08 ROOFS AND SCREENING.

Roof material should complement the predominate building exterior materials. Roof color should be a matte, earth tone where visible. All roof-mounted utility equipment should be screened from view at the property line.

ORDINANCE NO. 6965

AN ORDINANCE TO AMEND PART TWELVE, TITLE FOUR, CHAPTER 1222 OF THE CODIFIED ORDINANCES TO ALLOW FOR ADMINISTRATIVE APPROVAL OF MINOR SUBDIVISIONS.

WHEREAS, from time-to-time, the City of Miamisburg receives requests for the replat or subdivision of lots that do not require the dedication of right-of-way, do not propose an extension of public utilities, involve five (5) or fewer lots, and are not contrary to applicable subdivision or zoning regulations; and

WHEREAS, these replats and subdivisions are often the actions of an individual private landowner or adjacent private landowner(s); and

WHEREAS, these replats or subdivisions have little to no impact on property owners not directly involved in the action; and

WHEREAS, these replats or subdivisions require the concurrent signatures of all property owners involved prior to recording the replat or subdivision with Montgomery County; and,

WHEREAS, these replats or subdivisions ordinarily require formal review by and approval from the Planning Commission, which, to date, has never denied such a request provided they met all applicable subdivision or zoning regulations; and

WHEREAS, it is in the best interest of the community to allow such actions to occur without a formal review by the Planning Commission or City Council to facilitate future development or the exchange of real estate without government oversight where it does not promote the health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Codified Ordinances of the City of Miamisburg are hereby amended to add Section 1222.08 as follows:

1222.08 MINOR SUBDIVISION; REPLATS; LOT SPLITS.

Approval without a record plan of a minor subdivision, replat, lot merger, or lot split may be granted by the Planning Commission, or its designated representative, if the proposal meets all the following conditions:

- (a) The proposed division, replat, lot merger, or lot split is located along an existing dedicated public road and involves no opening, widening, or extension of any street or road;
- (b) The proposed division, replat, lot merger, or lot split does not require the extension of public utilities, such as, but not limited to, natural gas, electric, telephone, fiber optics, water, sanitary sewer, or storm sewer;
- (c) The proposed division, replat, lot merger, or lot split does not require the dedication of public right-of-way nor establishment of public easements in accordance with an adopted Thoroughfare Plan or Public Utility Plan;
- (d) The proposed division, replat, lot merger, or lot split does not encompass nor create more than three lots;
- (e) The proposed division, replat, lot merger, or lot split is not contrary to applicable subdivision or zoning regulations; and
- (f) The proposed division, replat, lot merger, or lot split has been surveyed and a sketch and legal description of the property is submitted for approval.

If approval is given under these provisions, the Planning Commission, or its designated representative, shall, within seven (7) business days after submission, approve such proposed division, replat, lot merger, or lot split and, upon presentation of a conveyance for said parcel, shall stamp "Approved by the Planning Commission; no plat required," and the authorized representative of the Board shall sign the conveyance.

Section 2.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: June 21, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6966

AN ORDINANCE TO AMEND PART TWELVE, TITLE FOUR, CHAPTER 1289 OF THE CODIFIED ORDINANCES TO MODIFY REGULATIONS FOR CLASS 2 FENCES ON R-3 RESIDENTIAL ZONED PROPERTIES.

WHEREAS, residential properties carrying the R-3 Residential zoning designation are located in older, traditional neighborhoods on small lots; and

WHEREAS, corner lots in the R-3 Residential zoning district are at a distinct disadvantage for private use and enjoyment given the lots are small and include dual front yards; and

WHEREAS, property owners of corner lots in the R-3 Residential zoning district wish to capture some of the front yard area along the secondary street for private use and enjoyment by erecting a fence; and,

WHEREAS, the City of Miamisburg appears generally supportive of these efforts through the granting of several variances by the Board of Zoning Appeals over the years for this specific purpose; and,

WHEREAS, it is in the best interest of the City of Miamisburg to allow such actions to occur without a formal review by the Board of Zoning Appeals to facilitate use and enjoyment of private property where it does not conflict with the health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Codified Ordinances of the City of Miamisburg are hereby amended as follows. Text to be removed is identified by ~~double strikethrough~~. Text to be added is identified in ***bold italics***.

Section 2. b

Chapter 1289 of the Codified Ordinances of the City of Miamisburg are hereby amended as follows:

1289.04 FENCE REGULATIONS.

(e) Location of Fences

(1) Fences within any Residential (R-1, R-2, R-3, R-4), Office Residential (OR-1), or Office Service (OS-1) Zoning District shall conform to the following requirements:

- A. Section 1289.04(f) applies to all fences.
- B. Front yard. No perimeter fence is permitted. Class 1 and 2 fences are permitted as accent fences provided they are no taller than 42 inches in height.
- C. **Front yard adjacent to corner side yard (R-3 zoning district only). Perimeter Class 2 fence is permitted. The fence shall be no taller than 48 inches and setback a minimum of 4 feet from the property line.**
- ~~C.~~ **D.** Side yard. Class 1, 2, 3 and 6 perimeter fences and accent fences are permitted with a maximum height of 48 inches with the exception of Class 1 fences which are limited to 32 inches in height.
- ~~D.~~ **E.** Corner side yard. Class 1, 2, 3, 4, and 6 perimeter fences and accent fences are permitted with a maximum height of six feet with the exception of Class 1 fences which are limited to 32 inches in height.
- ~~E.~~ **F.** Rear yard. Class 1, 2, 3, 4, and 6 fences are permitted with a maximum height of six feet. Any fence located adjacent to an alley shall maintain a three foot setback from the property line adjacent to such alley.
- ~~F.~~ **G.** Through front yard. Class 2 and 6 perimeter and accent fences are permitted with a maximum height of 60 inches. When located in a through front yard, Class 2 fences are permitted to be as low as 25% open. Class 1 fences are permitted only as accent fences and are limited to 36 inches in height.

Section 2.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: June 21, 2022 Attested: Kim Combs
 Kim Combs, Clerk of Council

Approved: Michelle Collins
 Michelle L. Collins, Mayor

ORDINANCE NO. 6967

AN ORDINANCE AMENDING THE 2022 BUDGET AND ANNUAL APPROPRIATION
ORDINANCE AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF
OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING,
THAT:

Section 1.

To provide for current expenses of the City of Miamisburg for the fiscal year 2022, the
annual appropriation ordinance is amended to add or subtract the following sums and
they are hereby set aside and appropriated as follows:

<u>FUND</u>	<u>AMOUNT</u>
General Fund	
City Manager	\$13,825.00
Finance	\$8,200.00
Law Director	\$32,405.00
Prosecutor	\$4,105.00
Human Resources	\$2,310.00
Buildings & Land	\$5,350.00
Miscellaneous	\$38,850.00
Police Patrol	\$174,065.00
Criminal Investigations	\$18,725.00
Jail & Evidence	\$1,735.00
Engineering	\$9,060.00
Building Inspection/Code Enforcement	\$5,545.00
Community Development	\$25,000.00
Mound GC Clubhouse	\$3,800.00
Parks	\$31,750.00
Recreation Administration	\$5,915.00
Recreation Facilities Administration	<u>\$6,970.00</u>
Total General Fund	\$387,610.00
City Income Tax Fund	\$11,545.00
Municipal Court Probation Fund	\$1,735.00
Austin Center TIF Fund	\$456,290.00
Street Fund	\$15,495.00
Park Capital Fund	\$98,000.00
Income Tax Facility Fund	\$85,000.00
Water Fund	\$86,910.00
Sewer Fund	\$18,105.00
Sewer Capital Fund	170,000.00
City Garage Fund	<u>\$5,845.00</u>
Total All Funds	<u>\$1,336,535.00</u>

Section 2.

This ordinance is declared to be an emergency measure necessary for the public peace, health, safety, and welfare and for the further reason that these appropriations are needed at the earliest possible date to meet current obligations of the City for fiscal year 2022; therefore, this measure shall take effect and be in force from and after its passage.

Passed: May 3, 2022 Attested: *Kim Combs*
Kim Combs, Clerk of Council

Approved: *Michelle L. Collins*
Michelle L. Collins, Mayor

ORDINANCE NO. 6968

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEAMSTERS LOCAL #957, AND DECLARING AN EMERGENCY.

WHEREAS, negotiations have occurred between the Teamsters Local #957 and the City of Miamisburg, and

WHEREAS, a mutually acceptable tentative agreement has been reached between the parties; and

WHEREAS, the tentative agreement has been approved by the Teamsters Local #957 bargaining unit; and

WHEREAS, the Council finds it in the best interest of the City of Miamisburg to adopt the agreement with the Teamsters Local #957.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized and directed to enter into an agreement for and on behalf of the City of Miamisburg with the Teamsters Local #957 to implement the provisions of the contract items in accordance with the negotiations between the parties, same having been reviewed by Council.

Section 2.

This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety, health, and welfare and for the further reason that Council desires to implement the provisions of the agreement between the Teamsters and the City of Miamisburg at the earliest possible date; therefore, this measure shall take effect and be in force from and after its passage effective January 1, 2022.

Passed: May 3, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6969

AN ORDINANCE VACATING A 25 FOOT WATERLINE EASEMENT AS PROVIDED IN EXHIBIT "A" AND A 15 FOOT WATERLINE EASEMENT AS PROVIDED IN EXHIBIT "B" ATTACHED HERETO, AND DECLARING AN EMERGENCY.

WHEREAS, there presently exists a 25-foot waterline easement for utility purposes on a 7.55 acre property as recorded in Plat Book 166 Page 2; and

WHEREAS, there presently exists a 15-foot waterline easement for utility purposes on a 11.109 acre tract known as Part Lot 2157 as recorded in MF# 98-00087B12; and

WHEREAS, the City has no legal use for said easements and desires to release all interest it may have in the same; and

WHEREAS, Council is satisfied that there is good cause for vacation and that it will not be detrimental to the public interest, and ought to be made.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The waterline easements as described in Exhibit "A" and Exhibit "B" which are attached hereto and made part hereof, are hereby vacated.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the vacation of said easements is needed at the earliest possible date, therefore, this measure shall take effect and be in force form and after its passage.

Passed: May 3, 2022

Attested: *Kim Combs*
Kim Combs, Clerk of Council

Approved: *Michelle Collins*
Michelle L. Collins, Mayor

EXHIBIT B

0002679



NORTH HEINCKE ROAD

First Church of God

P.O. Box 163, 446 N. Heincke Road
Miamisburg, Ohio 45342
Office Phone (937) 866-3854
Fax (937) 866-5632

Mojo

NO TRANSFER NEEDED
98 FEB 11 AM 10:56
A. J. WAGNER
AUDITOR

Senior Pastor
Mark A. McCain

Associates
Dana D. E. own
Christian Education
Glen A. Bell
Older Adults
Kathy Berger
Office Administrator

Pastor Emeritus
Mike McGuire

Montgomery County Records

To Whom It May Concern,

This letter is to acknowledge that Mr. Gil B. Pascual, Engineer for Reinke and Associates, 959 Congress Park Dr., Centerville, Ohio, (937) 434-4810 prepared the enclosed LEGAL DESCRIPTION FOR :5' WIDE WATER EASEMENT THROUGH FIRST CHURCH OF GOD PROPERTY in Miamisburg, Ohio on November 24, 1997. The First Church of God in Miamisburg is turning over this 15' wide water easement to the City of Miamisburg at our property located at 275 North Heincke Road, Miamisburg, Ohio.

If there are any questions, please feel free to contact me at (937) 866-3854. We will need a copy of the recorded transaction to give to the City of Miamisburg Engineer, Mr. John McLean (937) 847-7637, to show that the easement has been recorded. Thank you for your assistance in getting this recorded.

Sincerely Yours,

18K
98 FEB 11 AM 10:56
Mark A. McCain
Mark A. McCain, Senior Pastor

Erica I. Shade
Patricia Whited

Erica I. Shade

ERICA I. SHADE, Notary Public
In and for the State of Ohio
My Commission Expires May 2, 2000

*In Testimony whereof I have set my hand and Official Seal
this 4th day of February 1998.*

DEED 98-0087 B12



ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE

**LEGAL DESCRIPTION FOR
15' WIDE WATER EASEMENT THROUGH
FIRST CHURCH OF GOD PROPERTY**

Located in the City of Miamisburg, Montgomery County, State of Ohio, and being a fifteen foot wide water easement through Lot #2157 of the consecutive numbered lots of the City of Miamisburg, Ohio. Being the same land as conveyed to First Church of God as recorded in microfiche #93-0151-A07 in the Deed Records of Montgomery County, Ohio and being more particularly described as follows:

Beginning at the northeast corner of Groby-Herr subdivision as recorded in Plat Book 93, Page 63 in the Plat Records of Montgomery County, Ohio. Said corner is on the centerline of Heincke Road.

thence with the centerline of said Heincke Road, North two degrees forty nine minutes eleven seconds (02° 49' 11") West, a distance of one hundred fifty seven and 45/100 (157.45) feet, to the True Point of Beginning of said easement;

thence through said Lot #2157, the following five (5) courses:

NO TRANSFER NEEDED
98 FEB 11 AM 10:41

A.J. WAGNER
AUDITOR

1. South eighty seven degrees twenty seven minutes forty six seconds (87° 27' 46") West, a distance of four hundred twenty five and 05/100 (425.05) feet;
2. North forty seven degrees thirty two minutes fourteen seconds (47° 32' 14") West, a distance of one hundred fifty and 61/100 (150.61) feet;
3. North forty two degrees twenty seven minutes forty six seconds (42° 27' 46") East, a distance of fifteen and 00/100 (15.00) feet;
4. South forty seven degrees thirty two minutes fourteen seconds (47° 32' 14") East, a distance of one hundred forty four and 39/100 (144.39) feet;
5. North eighty seven degrees twenty seven minutes forty six seconds (87° 27' 46") East, a distance of four hundred nineteen and 22/100 (419.22) feet, to the centerline of Heincke Road.

www.reinke.com

DEED 98 0007 101

LEGAL DESCRIPTION FOR 15'
WIDE WATER EASEMENT THROUGH
FIRST CHURCH OF GOD PROPERTY
NOVEMBER 24, 1997
PAGE 2 OF 2

thence with the centerline of Heincke Road, South two degrees forty nine minutes
eleven seconds (02° 49' 11") East, a distance of fifteen and 00/100 (15.00) feet to the
True Point of Beginning.

NOTE: The above described fifteen foot wide water easement is through land conveyed
to First Church of God as recorded in microfiche # 93-0151-A07 in the
Records of Montgomery County, Ohio.

NO TRANSFER NEEDED
98 FEB 11 AM 10:41
A. J. WARDNER
AUBURN

*On behalf of the First Church of God, Inc. at
446 North Heincke Road, Miamibury, Ohio acknowledge
the Legal Description for 15' Wide Water Easement through
the First Church of God property located at 725 North
Heincke Road in Miamibury he recorded.*

*Mark L. M^cCar. Senior Pastor
2/4/98*

Erica L. Shade

Erica Shade

Patricia Weichel

ERICA L. SHADE, Notary Public
In and for the State of Ohio
My Commission Expires May 2, 2000

*In Testimony whereof I have set my hand and official seal
this 4th day of February 1998.*

*Prepared
by*

**REINKE
ASSOCIATES**

ENGINEERING • SURVEYING • LAND PLANNING • LANDSCAPE ARCHITECTURE

959 Congress Park Dr., Centerville, OH 45459 • (937) 434-4810 • Fax: (937) 434-3978

DEED
98-003/
002

ORDINANCE NO. 6970

AN ORDINANCE AMENDING ORDINANCE NO. 6919 TO PROVIDE FOR THE COST OF GROUP HEALTH INSURANCE BENEFITS THROUGH THE OHIO BENEFITS COOPERATIVE, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the City Council authorized the City's membership and participation in the Ohio Benefits Cooperative, Inc. in January, 1995 for the purchase of group insurance benefits for City employees, and

WHEREAS, the Cooperative has authorized a renewal through Anthem Blue Cross/Blue Shield, as its current provider, and

WHEREAS, the City is entering into an agreement with the Cooperative for an additional two years to purchase group health insurance benefits.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

Section 1 of Ordinance No. 6919, which reads as follows:

The City shall purchase through the Cooperative, health insurance benefits provided to City employees in accordance with the rules and regulations of the Cooperative, and shall pay through the Cooperative the appropriate premiums from September 1, 2021 not to exceed as follows:

<u>OBC PPO Option #1</u>	
Single	\$ 884.96
Family	\$ 2,385.93

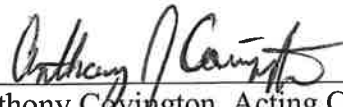
Is now hereby amended to read as follows:

The City shall purchase through the Cooperative, health insurance benefits provided to City employees in accordance with the rules and regulations of the Cooperative, and shall pay through the Cooperative the appropriate premiums from September 1, 2022 not to exceed as follows:

<u>OBC PPO Option #1</u>		<u>OBC HSA Option #2</u>	
Single	\$927.88	Single	\$726.80
Family	\$2,501.65	Family	\$1,959.51

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this premium payment authorization is needed immediately to ensure the timely enrollment of employees; therefore, this measure shall take effect and be in force from and after its passage.

Passed: May 17, 2022 Attested: 
Anthony Covington, Acting Clerk of Council

Approved: 
Jeff Nestor, Vice Mayor

ORDINANCE NO. 6971

AN ORDINANCE TO ENTER INTO A CONTRACT WITH THE MONTGOMERY COUNTY LAND BANK FOR THE BLIGHT ABATEMENT/DEMOLITION 2.0 PROGRAM, TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL CONTRACTS AND AGREEMENTS RELATED THERETO AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio via the Department of Development made available \$150 million through the Building Demolition and Site Revitalization Program (hereafter "Program") for demolition and abatement of nuisance or hazardous residential and commercial properties throughout the state; and

WHEREAS, each County must establish a "Lead Agency" to serve as the Applicant to the Program; and

WHEREAS, the Lead Agency in Montgomery County is the Montgomery County Land Bank (hereafter "Land Bank"); and

WHEREAS, the City of Miamisburg must enter into a Contract with the Land Bank to participate in the Program; and,

WHEREAS, the City of Miamisburg proposes to use Program funds to demolish the City-owned properties located at 119-Rear S. Fifth Street and 4556 Benner Road; and,

WHEREAS, the City of Miamisburg proposes to use Program funds to demolish various residential properties under private ownership deemed to be a Public Nuisance under Chapter 1460 of the Codified Ordinances of Miamisburg, Ohio; and,

WHEREAS, the City of Miamisburg is financially responsible for 12.5% of all demolition costs association with participation in the Program; and,

WHEREAS, the contract with the Land Bank should be immediately initiated and executed to allow for participation in the Program as soon as possible.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

City Council hereby authorizes the City Manager to execute a contract with the Land Bank for participation in the Program. The contract is enclosed and labeled herein as Exhibit A.

Section 2.

City Council hereby authorizes the City Manager to make any and all changes to the contract of a minor nature that do not materially change the conditions of the contract or allocation of funds.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare by authorizing the execution of a contract with the Land Bank to participate in the removal and restoration of nuisance and blighted structures within the City of Miamisburg. Therefore, this ordinance shall take effect and be in force from and after its passage.

Passed: June 7, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle Collins
Michelle L. Collins, Mayor

EXHIBIT A

MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
BLIGHT ABATEMENT/DEMOLITION 2.0 PROGRAM
COMMUNITY AGREEMENT

**MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
BLIGHT ABATEMENT/DEMOLITION 2.0 PROGRAM
COMMUNITY AGREEMENT**

THIS AGREEMENT is entered into as of ___ day of _____, 2022, by and between MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION, an Ohio corporation for non-profit, having an address of 130 West Second Street Suite 1425, Dayton, Ohio (“MCLRC”), and _____ (“Participant”).

W I T N E S S E T H:

WHEREAS, in August of 1961, O.R.C. Section 1724.01 became effective and provided for the establishment of county land reutilization corporations for the purpose of facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county for whose benefit the corporation is organized and the purpose of promoting economic and housing development in the county; and

WHEREAS, pursuant to O.R.C. Section 1724.02, MCLRC has, among other powers, the power to do all acts and things necessary or convenient to carry out the purposes of O.R.C. Section 1724.01; and

WHEREAS, MCLRC will strategically demolish structures in targeted neighborhoods in order to stabilize property values and curtail health and safety concerns associated with abandoned and nuisance properties; and

WHEREAS, MCLRC has adopted or will adopt certain policies and procedures that were or will be developed in connection with this demolition program; and

WHEREAS, MCLRC and Participant will cooperate in developing a plan for the abatement of nuisances at properties or for MCLRC to acquire properties in targeted areas through tax foreclosures, donations, acquisitions of tax liens, purchase, declaring properties a nuisance / condemning them under the law, or any other means MCLRC deems appropriate, and if necessary MCLRC will hold the acquired properties for a period of time as provided in this Agreement; and

WHEREAS, MCLRC, the City of Dayton, Ohio and the City of Kettering, Ohio (each a “Project Manager” and collectively, the “Project Managers”) are supporting the effort by contracting for, and the management of, environmental survey and remediation, demolition,

grading, re-greening, and maintenance activities, and Participant has designated a community representative who has authority to make decisions on Participant's behalf and who will be responsible for coordinating Participant's responsibilities with MCLRC and the Project Managers throughout the term of this Agreement; and

WHEREAS, MCLRC and Participant are desirous of mutually cooperating to complete, where applicable, the acquisition or declaring properties a nuisance /condemnation, demolition, grading, disposition, re-greening and maintenance activities referenced in this Agreement on the terms and conditions stated in this Agreement; and

WHEREAS, Participant has sufficient statutory or other legal authority and the management and financial capability needed to assume its obligations under this Agreement, and Participant has agreed to perform those obligations on the terms and conditions provided in this Agreement; and

WHEREAS, MCLRC's Executive Director (the "Director") has authority to enter into and perform the agreements with Participant on behalf of MCLRC.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements stated in this Agreement, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. Community Representative and Notices

Participant designates _____ (the "Community Representative") as Participant's agent for purposes of this Agreement, and this Community Representative will have authority to make decisions on behalf of Participant and to bind Participant as provided in this Agreement and in the performance of Participant's obligations. All notices, correspondence and communications to or from Participant, which are provided for or to be given under this Agreement, whether with MCLRC, the Director, a Project Manager or their respective agents and contractors, will be communicated or made to Participant through the Community Representative. All notices, correspondence and communications to the Project Manager provided for or to be given under this Agreement by Participant or its agents, contractors or representatives will be simultaneously given to the MCLRC Program Manager, Susie Crabill by email to SCrabill@MCLandBank.com read receipt confirmed.

2. Target Area and Property Identification

Participant will provide to MCLRC a target area(s) or specific properties according to the Program Guidelines attached hereto and made a part here of that may be amended from time to time within Participant's jurisdiction (the "Target Area") for demolition activities as provided in this Agreement. These Target Areas may include properties owned by Participant and will be either part of a larger community stabilization effort, connect to or be a part of a previously identified target area, have been determined to present a threat to human health, safety, environment and/or presents a nuisance to the community or otherwise significant to the community, and approved by MCLRC at its sole discretion. Participant will identify specific property(s) within a Target Area at which Participant believe nuisance conditions exist or that Participant desires MCLRC to acquire for demolition. MCLRC or the Participant will determine if the property(s) meet the vacant abandoned criteria. For property(s) that are to be acquired, upon MCLRC's determination that the property(s) meets the criteria, notice will be provided to the Participant, and MCLRC may proceed with the acquisition of the property(s) through tax foreclosures, deed in lieu of tax foreclosure or donation. For nuisance property(s) that are not being acquired, MCLRC and Participant shall determine the statutory process that will be followed to allow for demolition at the property(s) and whether MCLRC or Participant will initiate and pursue the process to completion.

3. Scope of Work, Schedule and Budget

A. Approvals. Upon MCLRC's approval or acquisition of each property for participation in the program, doors, windows and openings of any structures at the property will be covered to discourage trespassing. All work to be done under this Agreement will be in accordance with the Construction and Material Specifications of the City of Dayton dated October 1, 2008 (the "Construction and Material Specifications"). An environmental survey will be scheduled to determine if environmental remediation is needed prior to the demolition. Once the scope of environmental work is determined, bids will be requested from prequalified remediation contractors. Review of the bids and awarding the remediation contract will be performed by the Project Manager. Upon successful completion of the environmental remediation, the property will be re-inspected

by the original environmental survey contractor to confirm that all environmental concerns have been resolved. The property will then be submitted for bidding to demolish the structure(s). The demolition will include removal of all structural components of the buildings. The cavity that is created by removal of the buildings will be backfilled with clean fill materials and topped with 4 inches of high quality topsoil. The entire area affected by the demolition will be reseeded.

B. Inspections and Completion of Work. The Project Manager or their staff will perform all inspections pertaining to the scope of work, and will be solely responsible in determining when the scope of work has been completed in accordance with the Construction and Material Specifications. Only upon successful completion of the work will payment be approved.

C. Funding and Cost Reconciliation. Participant acknowledges that MCLRC has assigned a 2020 funding allocation amount for their community (“MCLRC Share”) and that amount is the limit that MCLRC will provide for demolition and other eligible costs defined in the Guidelines. The minimum allocation amount per Participant is \$7,500. Participant acknowledges that MCLRC will receive invoices for the work and be responsible for payment to contractors and vendors. For property(s) to be acquired, upon the Participant’s identification of properties for MCLRC to acquire or when the Participant offers properties that Participant already owns for demolition, Participant will pay to MCLRC \$5,000 per property as a “Property Deposit”. For nuisance property(s), Participant will pay to MCLRC the Property Deposit upon MCLRC’s determination that applicable statutory requirements are satisfied to allow demolition to legally proceed, and MCLRC will (i) certify to the Montgomery County Auditor such information required for abatement costs to be collected with real estate taxes, or (ii) follow other available statutory processes to place a lien against the applicable property for abatement costs. If the assessed amount or lien amount, as applicable, is recovered, the recovered amount shall be shared by Participant and MCLRC in proportion to the shared cost of demolition between the Participant and MCLRC. Upon completion of the demolition and re-greening of the property, MCLRC will issue an invoice to the Participant for the balance of Participant’s share of costs. “Participant’s Share” shall be equal to one half of the total

cost of the demolition, acquisition, disposition, maintenance, environmental survey and remediation, project oversight, insurance, assessment, and demolition costs. "Participant's Balance" shall be equal to Participant's Share less the Property Deposit. Participant shall pay this balance in full within 60 days after the date of the invoice. Participant understands that, for property(s) that are acquired, the Property is exempt from real estate taxes but not assessments while title to the Property is held by MCLRC. Participant further understands that upon the transfer of the Property to Participant, the Property will no longer be exempt from real estate taxes (unless Participant otherwise obtains an exemption), and Participant will be responsible for real estate taxes and assessments, including those charges for periods before MCLRC or Participant took title.

4. Participant Services

Participant will waive all permits, fees and charges that would otherwise be chargeable or collected by Participant in connection with the activities to be undertaken pursuant to this Agreement. Participant further agrees to provide, at Participant's expense, all public safety support (e.g. fire department, police, etc.) if requested by the Project Manager in connection with the administration and performance of this Agreement. Participant also agrees to cooperate with MCLRC in good faith to collect and assemble information required under this Agreement.

5. Maintenance

Participant will be responsible for the mowing of the property upon acquisition by MCLRC. Upon completion of all demolition activities, including the seeding of the property, Participant will immediately be responsible for the maintenance of the property when notified by MCLRC that demolition activities are complete, and regardless of whether title has been transferred to Participant. All contractors who perform maintenance on the properties must provide to MCLRC proof of Worker's Compensation insurance and liability insurance in coverage amounts acceptable to MCLRC.

6. Disposition of Acquired Properties

Disposition of acquired properties to Participant will occur once all costs for the demolition have been submitted to and paid by MCLRC, and Participant has paid to MCLRC the Participant's Balance owed pursuant to Section 3.C of this Agreement. All

costs and fees associated with the transfer of the property to Participant will be included in the total amount that will be paid for by MCLRC, and Participant will pay half of these costs and fees. Participant will accept the Property in its as-is condition and subject to all defects, patent or latent and whether known or unknown at the time of MCLRC's acquisition of title to the Property.

7. Liability; Insurance

A. Scope of Project Party Obligations. Neither MCLRC, the Project Manager nor their respective contractors, agents, representatives, directors, officers, managers, members, partners or principals (collectively, the "Project Parties") will have any duties or obligations whatsoever in connection with the work to be performed pursuant to this Agreement or with respect to the properties where such work occurs except as expressly stated in this Agreement. Nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC or the Project Manager with respect to the properties or otherwise. Effective upon the date demolition and reseeded work have been completed and approved for payment, any and all duties and obligations of MCLRC and the Project Manager arising under this Agreement or otherwise relating to the applicable property will terminate. Upon this termination, Participant, its successors and assigns, will release and waive all liabilities, claims and causes of action against all Project Parties, whether known or unknown, foreseen or unforeseen, actual or contingent, and whether arising directly or indirectly in connection with this Agreement or the property.

B. Liability. Except as expressly stated in this Agreement, MCLRC will have no duty, obligation, liability or responsibility for the control, care, operation, management, repair, replacement or restoration of the property(s), or any waste committed on the property(s) or any dangerous or defective condition of the property(s) or any vandalism or break-ins at the property(s). Nothing in this Agreement or otherwise will be construed as any warranty or representation of any kind by MCLRC or the Participant with respect to the property(s) or otherwise. To the extent permitted by law, MCLRC and Participant shall be responsible for any claim or cause of action made against it arising out of the performance of its duties under this Agreement, and neither

party shall be required or responsible to indemnify, defend, or hold harmless the other for any such claim or cause of action. Each party shall obtain for itself insurance or other security for the performance of this Agreement. Nothing in this Agreement shall be construed to waive any immunity of MCLRC or Participant provided at law. In addition, MCLRC will have no liability or responsibility for any negligence in the management, upkeep, or repair of the Property. The terms and conditions of this Section will survive any conveyance of the Property from MCLRC or any termination or expiration of this Agreement without limitation.

C. Insurance. During the period MCLRC holds title to any acquired property(s), MCLRC will maintain commercial general liability insurance against claims for bodily injury, personal injury, or death, occurring in, on, under or about the property(s) in amounts and in form and substance satisfactory to MCLRC and as otherwise required by the terms of Schedule I attached to this Agreement. The insurance to be maintained by MCLRC pursuant to this Agreement will be provided for under valid and enforceable policies issued by financially responsible insurers authorized to do business in Ohio in accordance with the terms stated in Schedule I to this Agreement. Participant will maintain commercial general liability insurance on all property(s) owned by Participant, and such insurance will comply with the terms of Schedule A. During all periods that MCLRC is conducting activities at property(s) owned by Participant, MCLRC will be named as an additional insured on policies maintained by Participant. Except as required by this Agreement, Participant will be solely responsible for determining any other types of insurance coverage to be maintained and the policy limits and deductible amounts. MCLRC will have no liability or responsibility whatsoever with respect to such matters.

D. Damage. In the event of any damage or destruction to a property covered by this Agreement, MCLRC or Participant may elect to terminate this Agreement with respect to the damaged property by written notice to the other. Upon termination, MCLRC will be relieved of all obligations under this Agreement. MCLRC will have no liability or responsibility for any damage or destruction or for the repair or restoration of the property. MCLRC and Participant will reasonably cooperate with the other with

respect to making claims on any applicable insurance to the extent the other party is deemed to hold any rights to such insurance. Any proceeds payable will be used for the payment of the costs of work performed pursuant to this Agreement, or if this Agreement is terminated, proceeds will be retained by or assigned to the party holding title to the property. If neither MCLRC nor Participant terminates this Agreement, they will work together to modify, if needed, and the demolition plan for the property,

8. No Third Party Beneficiaries

Under no circumstances will MCLRC be responsible or liable to any person or business for, or on account of, any disbursement of, or failure to disburse, the demolition funds paid to any firm under contract to MCLRC or any part thereof, and no contractor, subcontractor, vendor, material supplier, laborer or other party will have a right or claim against MCLRC under this Agreement or in connection with the administration of the work provided for in this Agreement.

9. No Assignment

The parties agree that this Agreement will not be assigned by Participant.

10. No Discrimination

During the performance of this Agreement, Participant will not discriminate against any employee or applicant for employment, or any person or business entity considered for engagement by Participant in connection with any activities related to this Agreement, because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Participant will ensure that any person or business entity engaged in the activities related to this Agreement are treated, without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action will include, but is not limited to, the following: Participant and all persons claiming through Participant agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

11. Cumulative Remedies

No remedy provided in this Agreement is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given to MCLRC under this Agreement or now or hereafter existing at law or in equity.

12. No Waiver

No delay or omission of MCLRC in exercising or enforcing any of its rights, powers, privileges, discretion or remedies will constitute a waiver thereof, and no waiver by MCLRC of any default of Participant under this Agreement will operate as a waiver of any other default. No term or provision of this Agreement will be waived except with the prior written consent of MCLRC.

13. Severability

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance is held by a court of competent jurisdiction to be invalid, unenforceable or illegal, then the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid, unenforceable or illegal, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement

The Blight Abatement/Demo 2.0 Program Guidelines issued by MCLRC, as may be amended from time to time, are incorporated into and made a part of this Agreement along with Schedule I. This Agreement, together with the Program Guidelines and Schedule I, contains the entire agreement of the parties with respect to the subject matter addressed in this Agreement. All work to be done under this Agreement, will be in accordance with the Construction and Material Specifications of the City of Dayton dated October 1, 2008 (the "Construction and Material Specifications"). This Agreement will supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement will not be modified in any manner except by an instrument, in writing, signed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

15. Governing Law

This Agreement and any modifications, amendments, or alterations, are governed, construed, and enforced under the laws of the State of Ohio.

16. Authority

The signatures to this Agreement will act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

17. Conflict of Interest

No personnel of MCLRC or Participant, any subcontractor of MCLRC or Participant, or any public official, employee or member of the governing body of Participant, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, will prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his, her or its functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his, her or its interest to MCLRC in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless MCLRC determines that, in light of the personal interest disclosed, his, her or its participation in any such action would not be contrary to the public interest.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

MONTGOMERY COUNTY LAND
REUTILIZATION CORPORATION

By: _____
Michael J. Grauwelman
Executive Director

THE CITY OF MIAMISBURG OHIO

By: _____

Title: _____

Schedule I

Required Insurance Coverage:

General liability coverage limits for the locations/premises that contain buildings:

General Liability Each Occurrence - \$1,000,000

General Aggregate - \$2,000,000

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Miamisburg, Ohio, hereby certifies that the following were the officers and members of council during the period proceedings were taken authorizing the issuance and sale of not to exceed \$2,800,000 Water System Improvement Limited Tax General Obligation Bonds, Series 2022:

Mayor	<u>Michelle Collins</u>
City Manager	<u>Keith D. Johnson</u>
Finance Director	<u>Jennifer Johns</u>
Clerk of Council	<u>Kim Combs</u>
Member of Council	<u>Sarah Thacker</u>
Member of Council	<u>Ryan Colvin</u>
Member of Council	<u>Mike McCabe</u>
Member of Council	<u>Jeff Nestor</u>
Member of Council	<u>Tom Nicholas</u>
Member of Council	<u>Greg Thompson</u>
Member of Council	<u>John Stalder</u>
Law Director	<u>Phil Callahan</u>

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified Bonds.



Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

Based upon information provided by and in response to the request of the City Council of the City of Miamisburg, Ohio, the fiscal officer of the City of Miamisburg, being the fiscal officer of the City of Miamisburg within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life of the project to be funded with the proceeds of the sale of not to exceed \$2,800,000 of Bonds issued for the purpose of making improvements to the municipal water system consisting of acquiring and installing water meters and related technology, and paying certain costs related to the issuance of the Bonds, is at least five (5) years and that the maximum maturity of said Bonds is ten (10) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2022.

Finance Director

ORDINANCE NO. 6972

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,800,000 OF BONDS BY THE CITY OF MIAMISBURG, OHIO, FOR THE PURPOSE OF MAKING WATER SYSTEM IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the fiscal officer of the city has heretofore estimated that the life of the hereinafter described improvement is at least five (5) years, and certified that the maximum maturity of the bonds is ten (10) years; and

WHEREAS, the City has determined it to be necessary and in the best interest of the City to make improvements to the municipal water system consisting of acquiring and installing water meters and related technology;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

SECTION 1. That it is necessary to issue bonds of the City in the principal sum of not to exceed \$2,800,000 for the purpose of making improvements to the municipal water system consisting of acquiring and installing water meters and related technology and paying certain costs related to the issuance of the bonds, together with other permissible costs under the Uniform Public Securities Law, including the cost of printing the bonds, expense of delivery of the bonds, legal services and obtaining an approving legal opinion.

SECTION 2. That Bonds of the City shall be issued in the principal sum of not to exceed \$2,800,000, for the purpose aforesaid. Said Bonds shall be of the denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000, shall be numbered from 1 (or R-1) upward, shall be dated as of their date of issuance or such other date as determined by the Finance Director, and shall bear interest at the rate or rates per annum as set forth in the Certificate of Award setting forth the final terms of the Bonds (the "Certificate of Award"), which rate or rates shall not be in excess of five and one-half percent (5.50%) per annum, payable semiannually on June 1 and December 1 of each year commencing December 1, 2022, or such other dates as are determined by the Finance Director and set forth in the Certificate of Award, until the principal sum is paid, within the limitations set forth in Chapter 133 of the Ohio Revised Code, without further action of the Council. Said Bonds shall mature and/or be subject to mandatory sinking fund redemption, as set forth in the Certificate of Award, within the limitations set forth in Chapter 133 of the Ohio Revised Code, without further action of the council, provided that the final maturity shall not be later than December 1, 2031.

The Bonds may be subject to optional redemption by the City prior to maturity, within the limitations set forth in Chapter 133 of the Ohio Revised Code, as set forth in the Certificate of Award.

If less than all bonds which are payable by their terms on the same date are to be called, the particular bonds or portions of bonds payable on such same date and to be redeemed from such series shall be selected by lot by the Paying Agent and Registrar referred to in Section 3 below, in

such manner as the Paying Agent and Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$1,000 or some multiple thereof, and that, in selecting bonds for redemption, the Paying Agent and Registrar shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$1,000.

At least thirty (30) days before the redemption date of any bonds the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, postage prepaid, to all registered owners of bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure so to mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive numbers or letters, if any, of such bonds to be redeemed and, in the case of bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. In case any bond is to be redeemed in part only, the notice of redemption which relates to such bond shall state also that on or after the redemption date upon surrender of such bonds, a new bond in principal amount equal to the unredeemed portion of such bonds will be issued.

On the date so designated for redemption, notice having been sent in the manner and under the conditions hereinabove provided and moneys for payment of the redemption price being held in separate accounts by the Paying Agent and Registrar for the holders of the bonds or portions thereof to be redeemed, the bonds or portions of bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such bonds or portions of bonds on such date, interest on the bonds or portions of bonds so called for redemption shall cease to accrue, and the holders or registered owners of such bonds or portions of bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and to receive bonds for any unredeemed portions of bonds.

In case part but not all of an outstanding bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Paying Agent and Registrar for payment of the principal amount hereof so called for redemption, and the city shall execute and the Paying Agent and Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered a bond of the same series and maturity and bearing interest at the same rate.

SECTION 3. That said Bonds shall be designated "Water System Improvement Limited Tax General Obligation Bonds, Series 2022" (the "Bonds") and shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of Chapter 133 of the Ohio Revised Code and this ordinance. The Bonds shall be executed by the City Manager and the Finance Director. The Bonds may but shall not be required to bear the seal of the City, or a facsimile thereof. The Finance Director or such bank or financial institution as is designated by the Finance Director shall act as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds. Such designation shall be evidenced by the execution and delivery of a bond registrar agreement by the Finance Director, which execution and delivery is hereby

authorized. If no such bank or financial institution is designated, the Finance Director shall be the Paying Agent and Registrar for the bonds and no authenticating signature shall be required for the bonds. The principal amount of each Bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the bond registration records as the registered holder thereof, by check, draft or wire mailed or delivered to such registered holder at his address or account as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer any bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The City and the Paying Agent and Registrar may deem and treat the registered holder of the Bonds as the absolute owner thereof for all purposes, and neither the City nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the Bonds shall be sold by the Finance Director at public or private sale at the price of not less than ninety-seven percent of the par value of the Bonds. The proceeds from the sale of said Bonds, except the premium and accrued interest, if any, shall be used for the purpose aforesaid and for no other purpose; and any premium and accrued interest received from the sale shall be transferred to the Bond Retirement Fund to be applied to payment of cost of issuance of the Bonds and the principal and interest on the Bonds in the manner provided by law.

The Manager or the Finance Director are hereby authorized to conduct such sale of the bonds and to execute and deliver, without further action of the Council, the Certificate of Award setting forth the final terms of the Bonds. The signature of said officer on the Certificate of Award shall be conclusive evidence that the terms of the Bonds are acceptable to the City.

SECTION 5. That the Bonds shall be the full general obligations of the City and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. That during the period the Bonds are to run, there shall be and is hereby levied on all the taxable property in the City, in addition to all other taxes, but within applicable limitations, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as the same fall due. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of said years are certified, extended and collected; provided, however, to the extent that other revenues, are certified, collected and appropriated for payment of debt service, including service payments in lieu of taxes, said tax need not be levied. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be irrevocably pledged for the payment of the interest and principal of said Bonds when and as the same fall due.

SECTION 6. That this council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds, if any, of the bonds hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of the bonds is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of the bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 7. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 8. That if requested by the purchaser, this Council hereby authorizes and directs the Finance Director to take any and all actions which may be necessary to issue the bonds in book-entry-only form or in such form as will render the bonds eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefor.

SECTION 9. That the Finance Director, is hereby authorized to apply, if she deems it appropriate, for a rating on the bonds from either Standard & Poor’s Corporation or Moody’s investors Service, and/or to purchase bond insurance, and to pay the fee or premium for said rating and/or insurance to the extent authorized by law and approved by bond counsel.

SECTION 10. That the firm of Dinsmore & Shohl LLP (“Dinsmore”), is hereby engaged as the City’s “bond counsel” pursuant to the engagement letter of Dinsmore on file with the City.

SECTION 11. That the Finance Director is hereby directed to forward a certified copy of this ordinance to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 13. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City for the reason that the immediate issuance of said Bonds is required to provide for the timely financing of

the project to which the Bonds relate, including obtaining a favorable interest rate therefore, this measure shall take effect and be in force from and after its passage.

Passed: June 7, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. 6972.

Kim Combs
Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Montgomery County Auditor.

Finance Director

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

Montgomery County Auditor

Dated: _____

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Miamisburg, Ohio met, in regular session at 6:00 p.m. on the 7th day of June, 2022 at the council chambers, with the following members present:

There was present and read to Council Ordinance No. 6972, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,800,000 OF BONDS BY THE CITY OF MIAMISBURG, OHIO FOR THE PURPOSE OF MAKING WATER SYSTEM IMPROVEMENTS AND DECLARING AN EMERGENCY.

Mr. Stalder then moved that Ordinance No. 6972 be adopted. Mr. Nestor seconded the motion and the roll being called upon the question, the vote resulted as follows:

Yeas, Colvin, McCabe, Nestor, Nicholas, Stalder and Thacker

The Ordinance was declared adopted June 7, 2022.

CERTIFICATE

The undersigned, Clerk of Council of said Municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the Council of said Municipality, held on the 7th day of June, 2022, to the extent pertinent to consideration and adoption of the above entitled legislation.



Clerk of Council

ORDINANCE NO. 6973

AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances and a resolution of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (February 16, 2021), have now been made a part of the Codified Ordinances; and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances.

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
6928	8-17-21	297.01, 297.02

Section 2.

The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

202.03, 402.215, 402.57, 416.13, 416.14, 432.20, 432.24, 434.03, 436.01, 436.02, 436.04, 436.09, 444.13, 448.07, 452.03, 452.06, 606.13, 608.13, 612.01, 612.07, 612.09, 624.01, 624.17, 630.01, 630.06, 630.07, 630.09, 630.11, 630.12, 630.15, 636.20, 642.09, 642.10, 642.11, 642.14, 648.08, 666.07, 666.08, 666.085, 666.09, 672.04, 672.09, 678.02, 678.05, 678.07, 678.10, 678.14

ADOPTING ORDINANCE

Section 3.

All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:


- (a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2021.

Section 4.

Pursuant to Section 4.15 of the City Charter, the Clerk of Council shall cause a notice of this ordinance to be published one time in a newspaper determined by the Council to be of circulation within the Municipality at least seven days prior to the final approval of this ordinance by Council, and no further publication shall be necessary.

Section 5.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is immediately necessary to have an up-to-date codification of the legislation of the City; therefore, this measure shall take effect and be in full force from and after its passage.

Passed: June 7, 2022 Attested: 
Kim Combs, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

EXHIBIT A

SUMMARY OF NEW MATTER CONTAINED IN THE 2022 REPLACEMENT PAGES FOR THE CODIFIED ORDINANCES OF MIAMISBURG, OHIO

New matter in the Codified Ordinances of Miamisburg, Ohio, as contained in the 2022 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
202.03	Rules of construction.
402.215	Definition of "low-speed micromobility device."
402.57	Definition of "vehicle."
416.13	Operation of personal delivery device on sidewalks and crosswalks.
416.14	Low-speed micromobility devices.
432.20	Right-of-way of public safety or coroner's vehicle.
432.24	Driving upon sidewalks, tree lawns or curbs.
434.03	Maximum speed limits; assured clear distance ahead.
436.01	Driver's or commercial driver's license required.
436.02	Possession of more than one license prohibited.
436.04	Certain acts prohibited.
436.09	Display of license plates; registration; obstructions.
444.13	Electric bicycles.
448.07	Operator's licenses; equipment; helmets; operation.
452.03	Prohibited standing or parking places.
452.06	Parking prohibitions on private property; private tow-away zones.
606.13	Self-defense; limitations on duty to retreat prior to using force.
608.13	Interfering with civil rights.
612.01	Definitions related to alcoholic beverages.
612.07	Open container prohibited.
612.09	Conveying intoxicating liquor or cash onto grounds of detention facilities or other specified governmental facilities.
624.01	Definitions relating to drug offenses.
624.17	Sale of dextromethorphan.
630.01	Definitions related to gambling.
630.06	Responsibility of charitable organization conducting bingo game.
630.07	Maintenance of records by charitable organizations.
630.09	Exemption for bingo games conducted for amusement.
630.11	Raffle drawings.
630.12	Instant bingo other than at bingo sessions.
630.15	Electronic instant bingo; prohibited conduct.
636.20	Hazing.
642.09	Criminal mischief.

<u>Section</u>	<u>New or amended matter regarding:</u>
642.10	Criminal trespass.
642.11	Aggravated trespass.
642.14	Railroad vandalism; criminal trespass; interference with operation of train; grade crossing device vandalism.
648.08	Making false alarms.
666.07	Procuring; engagement in sexual activity for hire.
666.08	Soliciting.
666.085	Loitering to engage in solicitation.
666.09	Prostitution.
672.04	Degree of offense when certain property involved.
672.09	Passing bad checks.
678.02	Carrying concealed weapons.
678.05	License or permit to possess dangerous ordnance.
678.07	Unlawful transactions in weapons.
678.10	Fireworks.
678.14	Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession.

ORDINANCE NO. 6974

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH SCARLETT THREAD OF MIAMI VALLEY dba LIFE CENTER AT CARNEGIE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg owns the facility, known as the Carnegie Center, located at 426 East Central Avenue, Miamisburg, Ohio, and

WHEREAS, the Scarlett Thread of Miami Valley dba Life Center at Carnegie is interested in utilizing the facility for administrative, small meeting and content production needs as a part of their function, and

WHEREAS, both parties have reviewed the agreement and believe it to provide mutual benefit to all involved and the community at large.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Scarlett Thread of Miami Valley dba Life Center at Carnegie, which agreement is attached hereto as Exhibit "A".

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure interrupted use of the facility and that improvements can be planned to ensure the use of the facility by the Scarlett Thread of Miami Valley dba Life Center of Carnegie, therefore, this measure shall take effect and be in force from and after its passage.

Passed: June 21, 2022

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Michelle Collins
Michelle L. Collins, Mayor

AGREEMENT

This Agreement made this ___ day of _____, 2022 by and between the City of Miamisburg, hereafter referred to as the "City" and Scarlett Thread of Miami Valley dba Life Center at Carnegie, hereafter referred to as "LC&C".

WITNESSTH:

WHEREAS, the City owns and operates the Carnegie Center located at 426 E. Central Ave., Miamisburg, Ohio: and,

WHEREAS, Scarlett Thread of Miami Valley is a non-profit organization, operating as LC&C, intends to continue providing services to the community in the areas of counseling, group meetings, coaching and/or philanthropic services, through in person or digital content and desires to use the Carnegie Center for purposes set forth herein and,

WHEREAS. MVC has fulfilled its obligations and performed all responsibilities and otherwise provided positive experiences for the community and provided a useful purpose of the Carnegie building space in its previous Facility Use Agreement, and

WHEREAS the current Facility Use Agreement is set to expire and both parties have expressed interest in continuing with a Facility Use Agreement for the future.

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

USE

1. The City hereby grants permission to the LC&C to use the Carnegie Center located at 426 E. Central Ave., Miamisburg, Ohio, during the general times defined in "Periods of Use" of this agreement.
2. The purpose of this Agreement is to designate permission to use the facility and to outline expenses for shared use of the facility.

PERIODS OF USE

1. The City hereby grants LC&C permission to use the Carnegie Center during the dates and times as outlined below:
 - a. Initial Agreement Period: July 1, 2022 – June 30, 2025.
 - b. Optional Renewal Period: July 1, 2025 – June 30, 2028.

OPTION TO RENEW

This agreement shall be for an initial term of three (3) years. At or near the end of this initial agreement period, the City and LC&C agree to meet and review the completed term and mutual needs of each party. At this time, based upon mutual consent, this agreement may be modified or amended.

At the conclusion of the three (3) year term and upon written agreement by the parties, this agreement may be extended for an additional term of three (3) years. Further extensions of this Agreement may be granted beyond the initial three (3) and additional three (3) year terms, upon written agreement of the parties.

TERMINATION OF AGREEMENT

Either party may terminate this Agreement at any time by providing a minimum thirty (30) days advance written notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant of condition shall be taken to constitute a waiver or any subsequent breach of covenant of condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof.

LC&C's RESPONSIBILITY

LC&C shall:

- (1) provide a confirmed schedule, which includes dates and times for general use of the facility.
- (2) provide in lieu of ongoing rent for the initial term, an up-front usage fee in the amount of \$25,000.
- (3) provide for the general upkeep of the Carnegie Center while in use by LC&C. This includes general cleaning of the space, and contacting the City with maintenance needs beyond the scope of LC&C's use.
- (4) provide access to the site (walkways, stairs, ramps) in a clean and upkeep manner, free of debris.
- (5) designate one individual to serve as liaison between the City and LC&C.
- (6) provide a privately maintained internet/wifi service for the space for LC&C use. LC&C will cover the cost for installation, repair and all billing associated with this service.

- (7) be permitted to have access to and store materials for LC&C use in any portion of the upstairs portion of the Carnegie Center. The Lower Level may be used with the permission of the City.

CITY'S RESPONSIBILITY

The City shall:

- (1) permit LC&C use of the facility, except where noted, for the purposes set forth in this Agreement during the times defined in "Periods of Use" provided that MVC performs all of the promises and covenants contained herein.
- (2) provide repairs to the site for use by LC&C, as needed and agreed to by both parties to be deemed necessary and critical to the safe and effective operations of the facility.
- (3) incur the cost of facility operations, such as utilities, HVAC systems and maintenance, maintenance of the site, and pest control.

OTHER USES OF THE FACILITY

The City maintains the ability to, and with giving advanced notice to LC&C, utilize parts of the facility for other purposes, such as events, ceremonies, or other needs. This advance notice should be no less than 14 days prior to any use providing LC&C ability to secure and/or relocate any materials, supplies, or other property that may be impacted by such use.

LIABILITY

1. LC&C agrees to save the City and its employees free and harmless from any and all damages or claims for damages, actions or causes of action which may arise or grow in connection with this Agreement and shall defend the City at LC&C's own expense in any and all suits for the recovery of damages arising or growing in connection with this Agreement which may be brought or prosecuted against the City or its employees.
2. LC&C agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, being a combined single limit of \$1,000,000; and LC&C shall, at the time of the execution of this agreement, furnish the City with a certification of such insurance, providing for a ten (10) day advance written notice of cancellation, and the city shall be named as an additional insured thereunder.

ENFORCEABILITY

- (1) If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby,

and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.

(2) The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties being first duly authorized have set their hands on the day and year first written above.

Except in as effect, modified herein, all other terms and conditions of the Agreement shall remain in full force

Date: _____, 2022

Scarlett Thread of Miami Valley
Dba Life Center at Carnegie

City of Miamisburg (CITY)

By: _____

By: _____

Keith D. Johnson, City Manager

ORDINANCE NO. 6975

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED AT 88 SOUTH GEBHART CHURCH ROAD, CITY LOTS #3786 AND #3804, FROM OFFICE-SERVICE (OS-1) TO NEIGHBORHOOD BUSINESS (NB-1).

WHEREAS, an Agent of the owners of the property located at 88 South Gebhart Church Road (City Lots #3786 and #3804) as illustrated in Exhibit A, filed an application with the City of Miamisburg Development Department to rezone the property from Office-Service (OS-1) to Neighborhood Business (NB-1) for a proposed carry-out restaurant; and

WHEREAS, the City of Miamisburg Planning Commission reviewed the requested rezoning in accordance with the provisions set forth in the City Charter and the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission found the proposed Official Zoning Map amendment to be consistent with the requirements and standards of the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission found the proposed Official Zoning Map amendment is in conformance with and meets the intent of the City of Miamisburg Comprehensive Plan; and

WHEREAS, City Council has reviewed the Planning Commission's recommendation on this matter and concurs with its recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Official Zoning Map is hereby amended to reflect the foregoing rezoning classification contained herein and the City Manager is authorized and directed to cause said rezoning to be reflected on the Official Zoning Map.

Section 2.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: October 18, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins
Michelle L. Collins, Mayor

2022-0594-1

CLIENT: **TJA-CES, LLC**

Street Address: **88 S. Gebhart Church Road**
City or Village: **Miamisburg**
Township: **Miamisburg**
County: **Montgomery**
State: **Ohio**

City Lot Number: **3786**
Sec. 19, T-1, R-6, M.Rs.
Location: **3.806 Ac. (0.585 Ac. Net)**
Area:

City Lot Number: **3884**
Sec. 19, T-1, R-6, M.Rs.
Location: **0.853 Ac. (0.796 Ac. Net)**
Area:

Mortgage inspection made for and at the instance of:

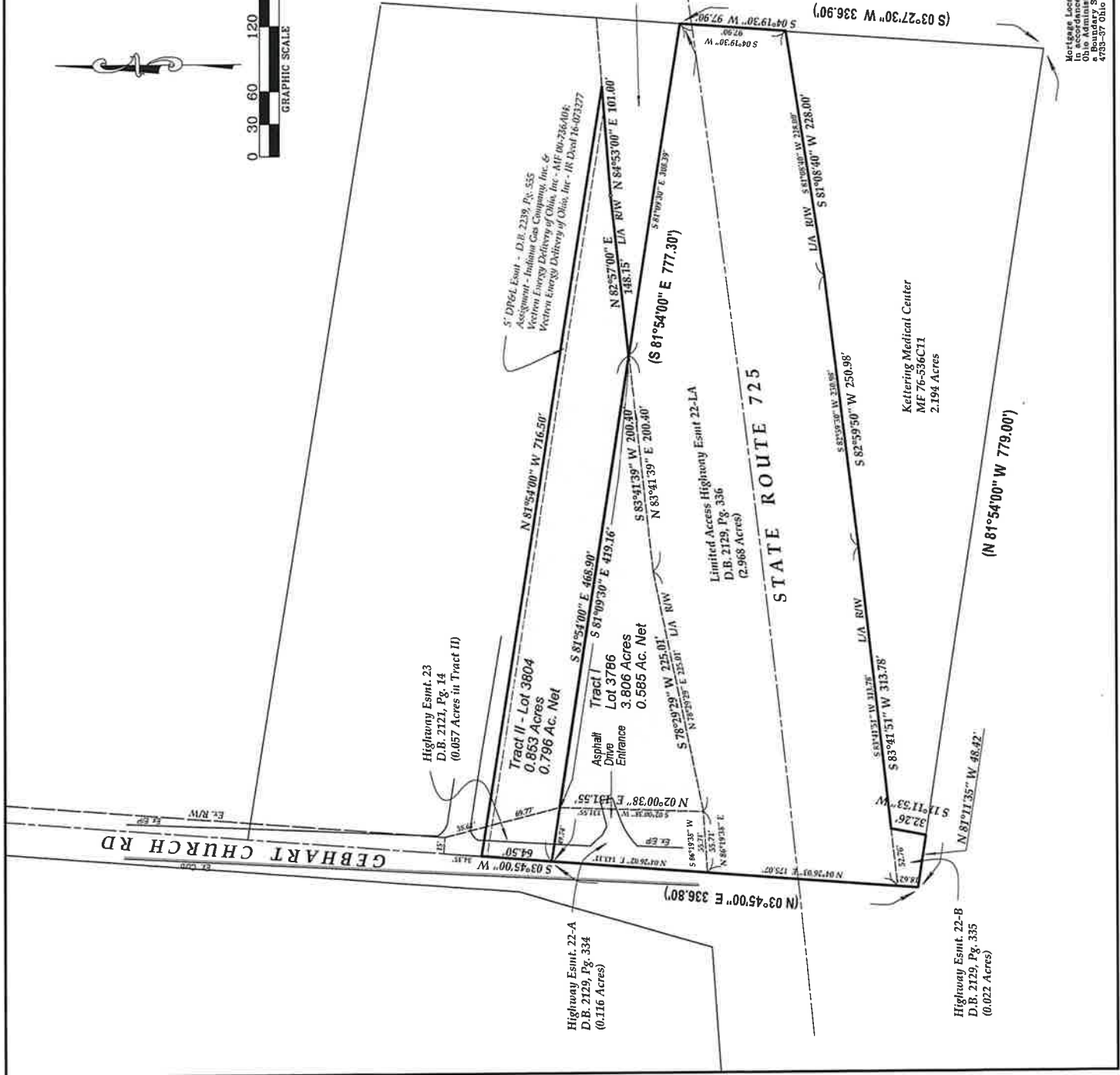
Fidelity Lawyers Title Agency, LLC & First American Title Insurance Company

I certify that this inspection was made on the premises described, that they are within lot lines and that there are no encroachments upon the premises described by the primary improvements of adjoining premises, except as indicated.

This inspection was prepared for identification purposes for the mortgage in connection with a new mortgage and is not intended for representation to be a land or property survey. No corners were set. Do not use for establishing fence or building lines. No responsibility is extended to the land owner or occupant.



6-08-22
Randy H. Norblet, P.S.
Ohio License No. 6834



Tract I Contains:
6.00 Ac. Orig
- 2.194 Ac. Exception MF-76-536C11
3.806 Ac.
(Present Road Occupied) (P.R.O.)
- 0.116 Ac. Hwy Esmt RW 22-A
- 0.022 Ac. Hwy Esmt RW 22-B
- 2.968 Ac. Ltd Access Hwy Esmt RW 22-LA
0.700 Ac. Net by IR Deed
0.585 Ac. Net by IR Deed 13-086646
Tract II Contains:
0.853 Ac.
- 0.057 Ac. Calc'd Part Hwy Esmt RW 23 (P.R.O.)
0.796 Ac. Net by Deed Exceptions

NB & P
NORBLET, BROWN & PETKEWICZ
ENGINEERS - SURVEYORS
238 BYERS ROAD, SUITE 204
MIAMISBURG, OHIO 45342
(937) 847-2313

SCALE: 1"=60'
DRAWN: RHN
CHK'D:
DATE: 6-08-22
JOB No.: 22-2307

Mortgage Location Survey by Randy H. Norblet, P.S., Ohio Administrative Code, and is not a Boundary Survey pursuant to Chapter 4803-07 Ohio Administrative Code.

ORDINANCE NO. 6976

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF BODY CAMERA SYSTEMS AND TASERS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg and the Miamisburg Police Department wishes to enhance public transparency of its operations, and

WHEREAS, the City of Miamisburg received a grant from the State of Ohio Office of Criminal Justice Services (OCJS) for \$52,154, to assist the Miamisburg Police Department with the purchase of body cameras; and

WHEREAS, the City of Miamisburg has reviewed various body camera systems generally available on the market; and

WHEREAS, the AXON ecosystem seamlessly integrates with several currently utilized police department systems including Flock ALPR cameras, Fusus Real Time Crime Center in the Cloud platform and Axon Taser CEW systems; and

WHEREAS, by bundling the purchase of AXON body cameras with AXON tasers through Axon's Core+ program, the City of Miamisburg realizes a significant 27.3% discount compared to the unbundled price.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

City Council hereby waives the requirement for competitive bidding as required by law to allow for the purchase of body camera systems and tasers. Axon Enterprise, Inc. holds a contract with the State of Ohio and as such the requirement of competitive bidding is waived.

Section 2.

City Council authorizes the City Manager to enter into a 5-year contract with Axon Enterprise, Inc. for the Core+ bundled purchase of 41 AXON Body 3 body cameras, 41 Axon Taser 7's, with all ancillary hardware, software, accessories, training programs, equipment refreshes, and warranties for each of these systems, at a total 5-year cost of \$418,512.19, paid in five installments of \$82,527.43 plus a one-time training & setup fee of \$5,875.00 in year one, and \$82,527.44 in years two through five.


Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure all necessary timelines and requirements are met, as set forth by the terms and conditions of the OCJS Body-Worn Camera Grant program, therefore, this measure shall take effect and be in force from and after its passage.

Passed: June 27, 2022

Attested: 

Kim Combs, Clerk of Council

Approved: 

Michelle L. Collins, Mayor



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-399470-44733, 848AS

Issued: 06/21/2022
 Quote Expiration: 06/30/2022
 EST Contract Start Date: 09/15/2022
 Account Number: 106894
 Payment Terms: N30
 Delivery Method: FedEx - Ground

SHIP TO	BILL TO
Business: Delivery/Invoice-10 N 1st St 10 N 1st St Miami, OH 45342-2305 USA	Miamisburg Police Department - OH 10 N 1st St Miami, OH 45342-2305 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Amber Stanton Phone: Email: astanton@axon.com Fax:	Jon Thompson Phone: (937) 847-6600 Email: jon.thompson@cityofmiamisburg.com Fax:

Program Length	60 Months
TOTAL COST	\$418,512.19
ESTIMATED TOTAL w/ TAX	\$418,512.19

Bundle Savings	\$120,583.81
Additional Savings	\$12,938.37
TOTAL SAVINGS	\$133,522.18

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1 - BWC	Aug, 2022	\$55,228.34
Year 1 - Training/Setup	Aug, 2022	\$5,875.00
Year 2 - BWC	Aug, 2023	\$55,228.33
Year 2 - CEW	Aug, 2023	\$27,299.11
Year 3 - BWC	Aug, 2024	\$55,228.33
Year 3 - CEW	Aug, 2024	\$27,299.11
Year 4 - BWC	Aug, 2025	\$55,228.33

Year 4 - CEW	Aug, 2025	\$27,299.11
Year 1 - CEW	Aug, 2025	\$27,299.09
Year 5 - BWC	Aug, 2026	\$55,228.33
Year 5 - CEW	Aug, 2026	\$27,299.11

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle Summary

Item	Description	QTY
Core+	2021 Core+	41
DynamicBundle	Dynamic Bundle	1

Bundle: 2021 Core+ **Quantity: 41** **Start: 9/15/2022** **End: 9/14/2027** **Total: 378'97.19 USD**

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
	Bundle Scaler	BUNDLE SCALER	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
	Bundle Scaler	BUNDLE SCALER	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
	Signal Sidearm Kit	SIGNAL SIDEARM KIT	41	\$249.00	23.56%	\$0.00	\$190.33	\$7,803.53
	Warranty	EXT WARRANTY, MULTI-BAY DOCK (TAP)	6	\$12.50	23.56%	\$0.00	\$9.55	\$3,439.62
	Camera Warranty	EXT WARRANTY, CAMERA (TAP)	41	\$7.00	23.56%	\$0.00	\$5.35	\$13,162.23
	E.com License	PROFESSIONAL EVIDENCE.COM LICENSE	41	\$39.00	37.05%	\$0.00	\$24.55	\$60,394.64
	Multi-bay Dock Refresh	MULTI-BAY BWC DOCK 1ST REFRESH	6	\$1,585.00	23.56%	\$0.00	\$1,211.52	\$7,269.12
	Device Storage	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	41	\$24.00	23.56%	\$0.00	\$18.34	\$45,127.88
	Auto Tagging	AUTO TAGGING LICENSE	41	\$9.00	23.56%	\$0.00	\$6.88	\$16,923.16
	Camera Refresh 1 with Spares	AXON CAMERA REFRESH ONE	42	\$741.00	23.56%	\$0.00	\$566.39	\$23,788.38
	Camera Refresh 2 with Spares	AXON CAMERA REFRESH TWO	42	\$768.00	23.56%	\$0.00	\$587.03	\$24,655.26

Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	6	\$1,643.00	23.56%	\$0.00	\$1,255.85	\$7,535.10
A La Carte Storage	73683	10 GB EVIDENCE COM A-LA-CART STORAGE.	123	\$0.40	23.58%	\$0.00	\$0.31	\$2,255.82
Spare Camera Warranty	80464	EXT WARRANTY CAMERA (TAP)	1	\$7.00	23.56%	\$0.00	\$5.35	\$321.03
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	82	\$1.00	24.00%	\$0.00	\$0.76	\$62.32
Bundle Scaler	9999999	BUNDLE SCALER	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	35	\$84.24	23.56%	\$0.00	\$64.39	\$2,253.65
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	6	\$84.24	23.56%	\$0.00	\$64.39	\$386.34
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$789.75	23.56%	\$0.00	\$603.66	\$603.66
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	123	\$38.95	23.57%	\$0.00	\$29.77	\$3,661.71
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	123	\$38.95	23.57%	\$0.00	\$29.77	\$3,661.71
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	41	\$1,810.00	23.56%	\$0.00	\$1,383.50	\$56,723.50
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	41	\$5.00	23.56%	\$0.00	\$3.82	\$9,401.71
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$157.95	23.56%	\$0.00	\$120.73	\$120.73
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	23.56%	\$0.00	\$3.82	\$229.31
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$1,810.00	23.56%	\$0.00	\$1,383.50	\$1,383.50
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	41	\$50.23	23.57%	\$0.00	\$38.39	\$1,573.99
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	41	\$50.23	23.57%	\$0.00	\$38.39	\$1,573.99
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7	1	\$78.98	23.56%	\$0.00	\$60.37	\$60.37
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	82	\$38.95	23.57%	\$0.00	\$29.77	\$2,441.14
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	49	\$90.56	23.56%	\$0.00	\$69.22	\$3,391.78
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	41	\$2.50	23.57%	\$0.00	\$1.91	\$4,700.65
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	23.56%	\$0.00	\$1,146.55	\$1,146.55
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	23.55%	\$0.00	\$33.56	\$33.56
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	23.54%	\$0.00	\$7.99	\$7.99
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	41	\$699.00	23.56%	\$0.00	\$534.29	\$21,905.89
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	46	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	46	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Dock	74210	AXON BODY 3 - 8 BAY DOCK	6	\$1,495.00	23.56%	\$0.00	\$1,142.72	\$6,856.32
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	6	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	6	\$43.90	23.55%	\$0.00	\$33.56	\$201.36
Other	80395	EXT WARRANTY, TASER 7 HANDLE	41	\$6.58	23.56%	\$0.00	\$5.03	\$10,104.45
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$6.58	23.56%	\$0.00	\$5.03	\$246.45

Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	49	\$0.44	23.56%	\$0.00	\$0.34	\$807.52
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.58	23.56%	\$0.00	\$5.03	\$246.45

Bundle: Dynamic Bundle **Quantity: 1** **Start: 9/15/2022** **End: 9/14/2027** **Total: 40315 USD**

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	\$375.00	0.00%	\$0.00	\$375.00	\$375.00
Other	85147	CEW STARTER	1	\$2,750.00	0.00%	\$0.00	\$2,750.00	\$2,750.00
Other	85144	AXON STARTER	1	\$2,750.00	0.00%	\$0.00	\$2,750.00	\$2,750.00
Other	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	41	\$14.00	0.00%	\$0.00	\$14.00	\$34,440.00

INDIVIDUAL ITEMS

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
								Total: 0

Item	Description	QTY	Delivery/Start	End Date	List Price	Discount	Tax	Net Price	Total(USD)
Core+	2021 Core+	41	08/15/2022	09/14/2027	\$0.00		\$0.00	\$0.00	\$0.00
DynamicBundl e	Dynamic Bundle	1	08/15/2022	09/14/2027	\$0.00		\$0.00	\$0.00	\$0.00
9999999	BUNDLE SCALER	1	09/15/2022	09/14/2027	\$0.00		\$0.00	\$0.00	\$0.00
CoreBWC	2021 Core BWC	41	08/15/2022	09/14/2027	\$0.00		\$0.00	\$0.00	\$0.00
TTCert	2021 Taser 7 Certification Bundle	41	08/15/2022	09/14/2027	\$0.00		\$0.00	\$0.00	\$0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	09/15/2022	09/14/2027	\$375.00		\$0.00	\$375.00	\$375.00
85147	CEW STARTER	1	09/15/2022	09/14/2027	\$2,750.00		\$0.00	\$2,750.00	\$2,750.00
85144	AXON STARTER	1	09/15/2022	09/14/2027	\$2,750.00		\$0.00	\$2,750.00	\$2,750.00
9999999	BUNDLE SCALER	1	09/15/2022	09/14/2027	\$0.00		\$0.00	\$0.00	\$0.00
75015	SIGNAL SIDEARM KIT	41	08/15/2022	09/14/2027	\$249.00		\$0.00	\$190.33	\$7,803.53

80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	6	08/15/2022	09/14/2027	\$12.50	\$0.00	\$9.55	\$3,439.62
80464	EXT WARRANTY, CAMERA (TAP)	41	08/15/2022	09/14/2027	\$7.00	\$0.00	\$5.35	\$13,162.23
AB3C	AB3 Camera Bundle	41	08/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	41	09/15/2022	09/14/2027	\$39.00	\$0.00	\$24.55	\$60,394.64
73689	MULTI-BAY BWC DOCK 1ST REFRESH	6	02/15/2025	09/14/2027	\$1,585.00	\$0.00	\$1,211.52	\$7,269.12
AB3MBD	AB3 Multi Bay Dock Bundle	6	08/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	41	09/15/2022	09/14/2027	\$24.00	\$0.00	\$18.34	\$45,127.88
73682	AUTO TAGGING LICENSE	41	09/15/2022	09/14/2027	\$9.00	\$0.00	\$6.88	\$16,923.16
73309	AXON CAMERA REFRESH ONE	42	02/15/2025	09/14/2027	\$741.00	\$0.00	\$566.39	\$23,786.38
73310	AXON CAMERA REFRESH TWO	42	08/15/2027	09/14/2027	\$768.00	\$0.00	\$587.03	\$24,655.26
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	09/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH	6	08/15/2027	09/14/2027	\$1,643.00	\$0.00	\$1,255.85	\$7,535.10
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	123	09/15/2022	09/14/2027	\$0.40	\$0.00	\$0.31	\$2,255.82
80464	EXT WARRANTY, CAMERA (TAP)	1	08/15/2022	09/14/2027	\$7.00	\$0.00	\$5.35	\$321.03
71044	BATTERY, SIGNAL SIDARM, CR2430 SINGLE PACK	82	08/15/2022	09/14/2027	\$1.00	\$0.00	\$0.76	\$62.32
999999	BUNDLE SCALER	1	09/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	35	08/15/2022	09/14/2027	\$84.24	\$0.00	\$64.39	\$2,253.65
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	6	08/15/2022	09/14/2027	\$84.24	\$0.00	\$64.39	\$386.34
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	08/15/2022	09/14/2027	\$789.75	\$0.00	\$603.66	\$603.66
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	123	08/15/2022	09/14/2027	\$38.95	\$0.00	\$29.77	\$3,661.71
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	123	08/15/2022	09/14/2027	\$38.95	\$0.00	\$29.77	\$3,661.71

20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	41	08/15/2022	09/14/2027	\$1,810.00	\$0.00	\$1,383.50	\$56,723.50
20248	TASER 7 EVIDENCE.COM LICENSE	41	09/15/2022	09/14/2027	\$5.00	\$0.00	\$3.82	\$9,401.71
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	08/15/2022	09/14/2027	\$157.95	\$0.00	\$120.73	\$120.73
20248	TASER 7 EVIDENCE.COM LICENSE	1	09/15/2022	09/14/2027	\$5.00	\$0.00	\$3.82	\$229.31
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	08/15/2022	09/14/2027	\$1,810.00	\$0.00	\$1,383.50	\$1,383.50
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	41	08/15/2022	09/14/2027	\$50.23	\$0.00	\$38.39	\$1,573.99
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	41	08/15/2022	09/14/2027	\$50.23	\$0.00	\$38.39	\$1,573.99
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	08/15/2022	09/14/2027	\$78.98	\$0.00	\$60.37	\$60.37
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	08/15/2022	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	08/15/2023	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	08/15/2024	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	08/15/2025	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	82	08/15/2026	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	08/15/2022	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	08/15/2023	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	08/15/2024	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	08/15/2025	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	82	08/15/2026	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	82	08/15/2022	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	82	08/15/2024	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14

22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	82	08/15/2022	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	82	08/15/2024	09/14/2027	\$38.95	\$0.00	\$29.77	\$2,441.14
20018	TASER 7 BATTERY PACK, TACTICAL	49	08/15/2022	09/14/2027	\$90.56	\$0.00	\$69.22	\$3,391.78
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	41	08/15/2022	09/14/2027	\$2.50	\$0.00	\$1.91	\$4,700.65
74200	TASER 7 6-BAY DOCK AND CORE	1	08/15/2022	09/14/2027	\$1,500.00	\$0.00	\$1,146.55	\$1,146.55
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/15/2022	09/14/2027	\$43.90	\$0.00	\$33.56	\$33.56
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/15/2022	09/14/2027	\$10.45	\$0.00	\$7.99	\$7.99
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	41	08/15/2022	09/14/2027	\$699.00	\$0.00	\$534.29	\$21,905.89
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	08/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	46	08/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	46	08/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
74210	AXON BODY 3 - 8 BAY DOCK	6	08/15/2022	09/14/2027	\$1,495.00	\$0.00	\$1,142.72	\$6,856.32
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	6	08/15/2022	09/14/2027	\$0.00	\$0.00	\$0.00	\$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	6	08/15/2022	09/14/2027	\$43.90	\$0.00	\$33.56	\$201.36
80395	EXT WARRANTY, TASER 7 HANDLE	41	08/15/2022	09/14/2027	\$6.58	\$0.00	\$5.03	\$10,104.45
80395	EXT WARRANTY, TASER 7 HANDLE	1	08/15/2022	09/14/2027	\$6.58	\$0.00	\$5.03	\$246.45
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49	08/15/2022	09/14/2027	\$0.44	\$0.00	\$0.34	\$807.52
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/15/2022	09/14/2027	\$6.58	\$0.00	\$5.03	\$246.45
73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	41	09/15/2022	09/14/2027	\$14.00	\$0.00	\$14.00	\$34,440.00
Total								\$418,512.19

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature



Date Signed

6.29.22

6/21/2022

ORDINANCE NO. 6977

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF IN-CAR VIDEO CAMERAS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg and the Miamisburg Police Department is enhancing public transparency of its operations through procurement of 41 AXON Body 3 body worn cameras for police personnel; and

WHEREAS, the police department's current in-car video system is not capable of integrating with the Axon Body 3 body worn camera system; and

WHEREAS, the City wishes to procure a companion in-car video system fully integrable with the Axon Body 3 body worn camera system, as well as, the evidence.com vault that is utilized by that system for evidence storage and for all-inclusive case management.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

City Council hereby waives the requirement for competitive bidding as required by law to allow for the purchase in-car video cameras. Axon Enterprise, Inc. holds a contract with the State of Ohio and as such the requirement of competitive bidding is waived.

Section 2.

City Council authorizes the City Manager to enter into a 5-year contract with Axon Enterprise, Inc. for the purchase of 15 AXON Fleet 3 integrated in-car video cameras, with all ancillary hardware, software, accessories, training programs, and warranties, at a total 5-year cost of \$120,528, divided into 5 annual installments of \$24,105.60.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure the timely integration of in-car video capture systems with body worn video capture systems, as well as, the evidence.com video evidence capture vault, therefore, this measure shall take effect and be in force from and after its passage.

Passed: June 27, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle Collins
Michelle L. Collins, Mayor



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-396228-44729.651AS

Issued: 06/17/2022

Quote Expiration: 06/30/2022

Estimated Contract Start Date: 03/01/2023

Account Number: 106694

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO
 Business: Delivery Invoice-10 N 1st St
 10 N 1st St
 Miamisburg, OH 45342-2305
 USA

BILL TO
 Miamisburg Police Department - OH
 10 N 1st St
 Miamisburg, OH 45342-2305
 USA
 Email:

SALES REPRESENTATIVE
 Amber Stanton
 Phone:
 Email: astanton@axon.com
 Fax:

PRIMARY CONTACT
 Jon Thompson
 Phone: (937) 947-6600
 Email: jon.thompson@cityofmiamisburg.com
 Fax:

Quote Summary

Program Length: 60 Months
 TOTAL COST: \$120,528.00
 ESTIMATED TOTAL W/ TAX: \$120,528.00

Discount Summary

Average Savings Per Year: \$6,811.20
 TOTAL SAVINGS: \$34,056.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	\$24,105.60	\$0.00	\$24,105.60
Feb 2024	\$24,105.60	\$0.00	\$24,105.60
Feb 2025	\$24,105.60	\$0.00	\$24,105.60
Feb 2026	\$24,105.60	\$0.00	\$24,105.60
Feb 2027	\$24,105.60	\$0.00	\$24,105.60
Total	\$120,528.00	\$0.00	\$120,528.00

Quote Unbundled Price: \$154,584.00
 Quote List Price: \$129,600.00
 Quote Subtotal: \$120,528.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	15	60	\$156.76	\$129.00	\$118.92	\$107,028.00	\$0.00	\$107,028.00
A la Carte Software									
80402	RESPOND DEVICE LICENSE - FLEET 3	15	60		\$15.00	\$15.00	\$13,500.00	\$0.00	\$13,500.00
Total							\$120,528.00	\$0.00	\$120,528.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IRR900-1200M-B-NPS+5YR NETCLOUD	15	02/01/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	15	02/01/2023
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	15	02/01/2023
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	15	02/01/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	15	02/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	15	03/01/2023	02/29/2028
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	30	03/01/2023	02/29/2028
Ala Carte	80402	RESPOND DEVICE LICENSE - FLEET 3	15	03/01/2023	02/29/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	15

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	15	03/01/2023	02/29/2028
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	15	02/01/2024	02/29/2028

Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,700.00	\$0.00	\$2,700.00
Year 1	Fleet3B	Fleet 3 Basic	15	\$21,405.60	\$0.00	\$21,405.60
Total				\$24,105.60	\$0.00	\$24,105.60

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,700.00	\$0.00	\$2,700.00
Year 2	Fleet3B	Fleet 3 Basic	15	\$21,405.60	\$0.00	\$21,405.60
Total				\$24,105.60	\$0.00	\$24,105.60

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,700.00	\$0.00	\$2,700.00
Year 3	Fleet3B	Fleet 3 Basic	15	\$21,405.60	\$0.00	\$21,405.60
Total				\$24,105.60	\$0.00	\$24,105.60

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,700.00	\$0.00	\$2,700.00
Year 4	Fleet3B	Fleet 3 Basic	15	\$21,405.60	\$0.00	\$21,405.60
Total				\$24,105.60	\$0.00	\$24,105.60

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	15	\$2,700.00	\$0.00	\$2,700.00
Year 5	Fleet3B	Fleet 3 Basic	15	\$21,405.60	\$0.00	\$21,405.60
Total				\$24,105.60	\$0.00	\$24,105.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

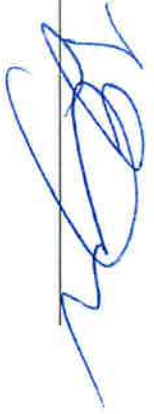
ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature



6/17/2022

Date Signed

6.28.22



ORDINANCE NO. 6978

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO ASSOCIATION OF PUBLIC TREASURERS (OAPT) WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM FOR THE POLICY YEAR BEGINNING JANUARY 1, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Section 4123.29 of the Ohio Revised Code, employers may group together to achieve a potentially lower premium rate than they might have as individual employers; and

WHEREAS, the OAPT has created a Workers' Compensation Group Retrospective Rating Program to allow members to join together for that purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is authorized to sign the agreement applicable to membership in the Ohio Association of Public Treasurers (OAPT) Workers' Compensation 2022 Group Retrospective Rating Program on behalf of the City. Further, the City Manager is authorized to execute any other necessary or appropriate documents in connection with this program.

Section 2.

The City Manager is authorized to extend the agreement and all documents associated therewith for such periods as deemed appropriate and necessary.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the authorization is needed immediately to ensure the timely enrollment for participation in this cost savings program; therefore, this measure shall take effect and be in force from and after its passage.

Passed: July 19, 2022 Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6979

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED AT 2240 EAST CENTRAL AVENUE, CITY LOT #3762, FROM PLANNED OFFICE (PO) TO OFFICE-SERVICE (OS-1).

WHEREAS, the Owner of the property located at 2240 East Central Avenue (City Lot #3762) as illustrated in Exhibit A, continued an application with the City of Miamisburg Development Department to rezone the property from Planned Office (PO) to Office-Service (OS-1); and

WHEREAS, an OS-1 zoning designation for the subject property is consistent with the existing zoning district designation of adjacent property on the south side of East Central Avenue; and

WHEREAS, these actions will better position the property in the marketplace for eventual sale by clarifying the list of permitted and special uses allowed on the property and minimizing the barriers to redevelopment; and

WHEREAS, the City of Miamisburg Planning Commission reviewed the requested rezoning in accordance with the provisions set forth in the City Charter and the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission found the proposed Official Zoning Map amendment to be consistent with the requirements and standards of the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission found the proposed Official Zoning Map amendment is in conformance with and meets the intent of the City of Miamisburg Comprehensive Plan; and

WHEREAS, City Council has reviewed the Planning Commission's recommendation on this matter and concurs with its recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Official Zoning Map is hereby amended to reflect the foregoing rezoning classification contained herein and the City Manager is authorized and directed to cause said rezoning to be reflected on the Official Zoning Map.

Section 2.

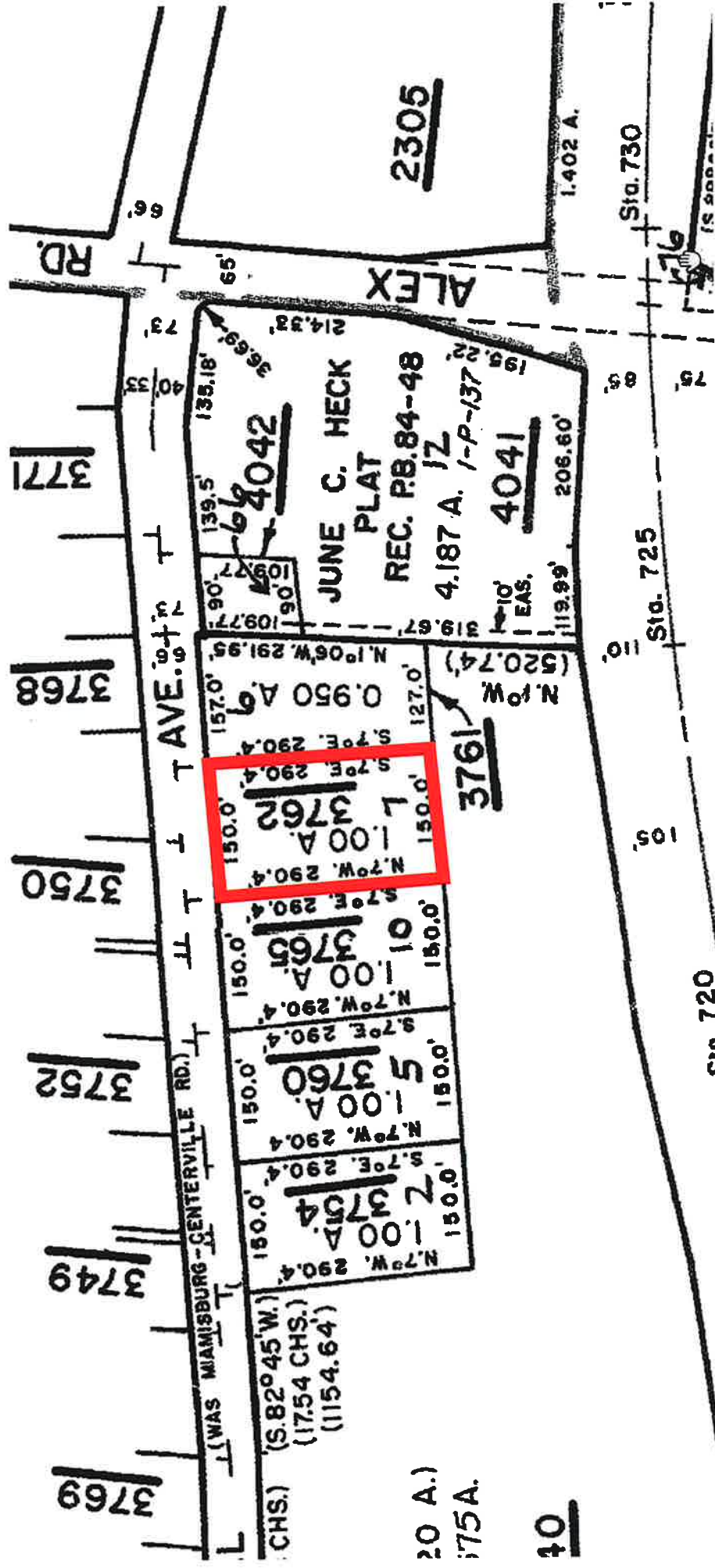
This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: October 18, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle Collins
Michelle L. Collins, Mayor

EXHIBIT A



3769

3749

3752

3750

3768

3771

Centerville Rd.

CHS.) (S. 82° 45' W.)
 (1754 CHS.)
 (1154.64)

1.00 A. 3754
 N. 70° W. 290.4'
 S. 70° E. 290.4'
 150.0'

1.00 A. 3760
 N. 70° W. 290.4'
 S. 70° E. 290.4'
 150.0'

1.00 A. 3765
 N. 70° W. 290.4'
 S. 70° E. 290.4'
 150.0'

1.00 A. 3762
 N. 70° W. 290.4'
 S. 70° E. 290.4'
 150.0'

0.950 A. 3761
 N. 10° W. (520.74)
 127.0'

109.77' 90° 109.77' 90°
 139.5' 135.18' 36.69'
 214.33' 73'
 JUNE C. HECK
 PLAT
 REC. PB. 84-48
 4.187 A. 1-Z
 1-P-137
 199.22' 199.22'
 119.99' 206.60'

ALEX

2305

40

20 A.)
 175A.

Sta. 725

Sta. 730

Sta. 720

ORDINANCE NO. 6980

AN ORDINANCE TO AMEND PART TWELVE, TITLE SIX, CHAPTERS 1252, 1292, AND 1296 OF THE CODIFIED ORDINANCES TO MODIFY REGULATIONS FOR CHILD CARE CENTERS, NURSERY SCHOOLS AND DAY NURSERIES IN THE OFFICE-SERVICE (OS-1) ZONING DISTRICT, PARKING STANDARDS, AND SITE DESIGN STANDARDS.

WHEREAS, Child care centers, nursery schools and day nurseries are important businesses that provide a critical service to working families in the City of Miamisburg; and

WHEREAS, it is the best interest of the City of Miamisburg to modify the regulations for these business types to allow for their establishment in more areas within the City; and

WHEREAS, the State of Ohio requires a rigorous licensing process for new and established child care centers thereby making local regulation superfluous; and

WHEREAS, the existing regulations for child care centers, nursery schools, and day nurseries codified in the Miamisburg Zoning Code are overly burdensome and redundant; and,

WHEREAS, it is in the best interest of the City of Miamisburg to modify the regulations for child care centers, nursery schools and day nurseries where it does not conflict with the health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Codified Ordinances of the City of Miamisburg are hereby amended as follows. Text to be removed is identified by ~~double strikethrough~~. Text to be added is identified in ***bold italics***.

Section 2.

Chapter 1252 of the Codified Ordinances of the City of Miamisburg, OS-1 Office-Service District, is hereby amended as follows:

1252.02 PERMITTED USES.

(b) The following ***are*** special uses in the OS-1 District:

(8) Child care centers, nursery schools and day nurseries.

Section 3.

Chapter 1292 of the Codified Ordinances of the City of Miamisburg, Off-Street Parking and Loading, is hereby amended as follows:

1292.05 PARKING SPACE DIMENSIONS; NUMBER OF SPACES REQUIRED.

TABLE 1-2

Use	Required No. of Parking Spaces	Per Each Unit of Measure as Follows:
Child care center, day nurseries or nursery schools	1	Per each 400 300 sq. ft. UFA, plus
	±	Per each employee

Section 4.

Chapter 1296 of the Codified Ordinances of the City of Miamisburg, Site Design Standards, is hereby amended as follows:


~~1296.09 CHILD CARE CENTERS, NURSERY SCHOOLS AND DAY NURSERIES. **RESERVED.**~~

- ~~(a) No dormitory facilities are permitted.~~
- ~~(b) Based on the maximum possible enrollment, according to the BOCA National Building Code, the Ohio Basic Building Code or any other standard applicable to the City, there shall be provided and maintained on the premises, a minimum of 150 square feet of useable outdoor play area per child with a minimum total area of 5,000 square feet per facility.~~
- ~~(c) The outdoor play area shall be enclosed by a fence. Additional screening in the form of shrubs or a heavily planted greenbelt may be required at the discretion of the Planning Commission.~~

Section 5.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: October 18, 2022

Attested: 
Kim Combs, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

ORDINANCE NO. 6981

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED AT 1003 SOUTH MAIN STREET, CITY LOTS #1605-1607, FROM GENERAL BUSINESS (GB-1) AND RESIDENTIAL (R-3) TO RESEARCH-OFFICE (RO-1).

WHEREAS, an Owner of the property located at 1003 S. Main Street (City Lots #1605-1607) as illustrated in Exhibit A, filed an application with the City of Miamisburg Development Department to rezone the property from General Business (GB-1) and Residential (R-3) to Research-Office (RO-1) for a proposed expansion of the existing Contractor's Office use; and

WHEREAS, this action is necessary for construction of a building addition to allow for the expansion of Viking Heating and Air Conditioning at its current location; and

WHEREAS, the City of Miamisburg Planning Commission reviewed the requested rezoning in accordance with the provisions set forth in the City Charter and the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission found the proposed Official Zoning Map amendment to be consistent with the requirements and standards of the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission found the proposed Official Zoning Map amendment is in conformance with and meets the intent of the City of Miamisburg Comprehensive Plan; and

WHEREAS, City Council has reviewed the Planning Commission's recommendation on this matter and concurs with its recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Official Zoning Map is hereby amended to reflect the foregoing rezoning classification contained herein and the City Manager is authorized and directed to cause said rezoning to be reflected on the Official Zoning Map.

Section 2.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: October 18, 2022

Attested: _____



Kim Combs, Clerk of Council

Approved: _____



Michelle L. Collins, Mayor

EXHIBIT A

PT. 0 LT. 19
SEE BK. 5 PG. 3
MIAMISBURG

ABANDONED
(11.1994)
ORD. # 2465 11-9-76
(CANAL DRAWING NO. 220)



2280

SEE BK. 5 PG. 3 MIAMISBURG



RECOMMENDATION OF THE PLANNING COMMISSION

September 21, 2022

Jack A and Traci L Smith
9500 Medlar Woods Court
Miamisburg, OH 45342

RE: Case RZ-03-2022, Rezoning @ 1003 S. Main Street

Greetings,

Please accept this letter as Official Notice of a recommendation in Case RZ-03-2022. On Monday, September 19, 2022, the Planning Commission, by a 4-0 vote, RECOMMENDED APPROVAL of an amendment to the Official Zoning Map to rezone the subject property from General Business (GB-1) and Residential (R-3) to Research-Office (RO-1).

The matter will appear on the City Council agenda under New Business on Tuesday, October 18, 2022 at 6:00pm in Council Chambers at 10 N. First Street, Miamisburg, OH 45342. Your attendance at the meeting is requested to answer any questions of City Council.

Should you have any questions or concerns, please call (937-847-6536) or email (andrew.rodney@cityofmiamisburg.com).

Sincerely,

Andrew E. Rodney, AICP
City Planner

CC: File

Development / Planning / Inspection Departments
20 E. Central Ave. • Miamisburg, Ohio 45342
937-847-6532 • FAX 937-847-6662



PLANNING COMMISSION STAFF REPORT

FOR THE MEETING OF SEPTEMBER 19, 2022

CASE NUMBER: RZ-03-2022

BY: Andrew Rodney, City Planner

APPLICANT: Jack A and Traci L Smith
9500 Medlar Woods Ct.
Miamisburg, OH 45342

OWNER: Same

LOCATION: 1003 S. Main Street

CURRENT ZONING: GB-1 & R-3

REQUEST: Amend the Official Zoning Map to rezone 1003 S. Main Street (City Lots #1605-1607) from General Business (GB-1) and Residential (R-3) to Research Office (RO-1) to facilitate an expansion of an existing Contractor's Office.

STAFF RECOMMENDATION: Recommend Approval to City Council.

INTRODUCTION AND BACKGROUND

The Applicant/Owners, Jack and Traci Smith, propose to rezone three lots located at 1003 S. Main Street (City Lots #1605-1607) from General Business (GB-1) and Residential (R-3) to Research Office (RO-1) to facilitate an expansion of the existing Contractor's Office use. Mr. and Mrs. Smith are the owners/operators of Viking Heating & Air Conditioning LLC which has operated out of the subject location for approximately 10 years.

The owners wish to expand the building to accommodate deliveries and additional storage, however the use is non-conforming under GB-1 and R-3 zoning and therefore an expansion would not be permitted without a change in zoning district. In addition, a parcel consolidation and Special Use approval would also be required if the zoning change were to be granted.

Ordinance 6981 received a First Reading at the City Council meeting on August 16, 2022. See Figures 1 and 2 below for a current and proposed zoning map.

SURROUNDING LAND USES, ZONING, AND BUILT ENVIRONMENT

West: SF Residential (Residential, R-3)
North: Veterinarian Clinic (General Business, GB-1)
East: Municipal Property (Residential, R-3)
South: Commercial (General Business, GB-1)

The surrounding area along S. Main Street includes an eclectic mixture of various business types, including office, a vet clinic, food service, retail sales, light manufacturing, and auto sales. These commercial and industrial operations are relatively small in scope, individually constituting an area of less than an acre to several acres. There is no distinct pattern of uses or architectural style along the S. Main Street corridor, other than general commercial.

To the west is exclusively single-family residential along South Street and Old Main Street.

Figure 1: Current Zoning Map



Figure 2: Proposed Zoning Map



EXISTING CONDITIONS

The subject property includes three (3) lots, #1605-1607. Two lots front on S. Main Street and are zoned General Business (GB-1), while the third lot has frontage on South Street and is zoned Residential (R-3). There was a single-family home on the R-3 lot, but it was demolished and the lot paved over for use by the business property along S. Main Street.

On the property is an existing pitched roof single-story office building of approximately 3,500 square feet. It is served by a paved area that spans the entire site, with 6-7 parking spaces along S. Main Street, and ingress/egress via a driveway on South Street and S. Main Street. There is no lighting within the parking area. A dumpster is in the northwest corner of the site along South

Street. There is also a small, fenced yard area for the keeping of company trailers and similar vehicles. The site is bisected north-south by an overhead electric transmission line.

See Figure 3 below.

Figure 3: Aerial Photo of 1003 S. Main Street



PERMITTED AND SPECIAL USES

Below is a chart illustrating the permitted and special uses under the current zoning designation (GB-1) versus those permitted and special uses under the proposed zoning designation (RO-1). Residential uses on the R-3 zoned lot are not considered herein primarily because the likelihood of this lot returning to residential use is extremely low. It is more likely to continue in its current state (paved lot), than being converted to any use permitted under R-3 zoning separately from the lots along S. Main Street zoned GB-1. The uses listed in **bold italics** would be newly Permitted-by-Right under the proposed RO-1 zoning. (P = Permitted-by-Right, S = Special Use, NP = Not Permitted)

USE	CURRENT ZONING (GB-1)	PROPOSED ZONING (RO-1)
Medical Office	P	NP
Business/Professional/Administrative Office	P	S
Barber/Beauty Shop	P	NP
Hospital	P	NP
Bed and Breakfast	P	NP
Church	S	NP

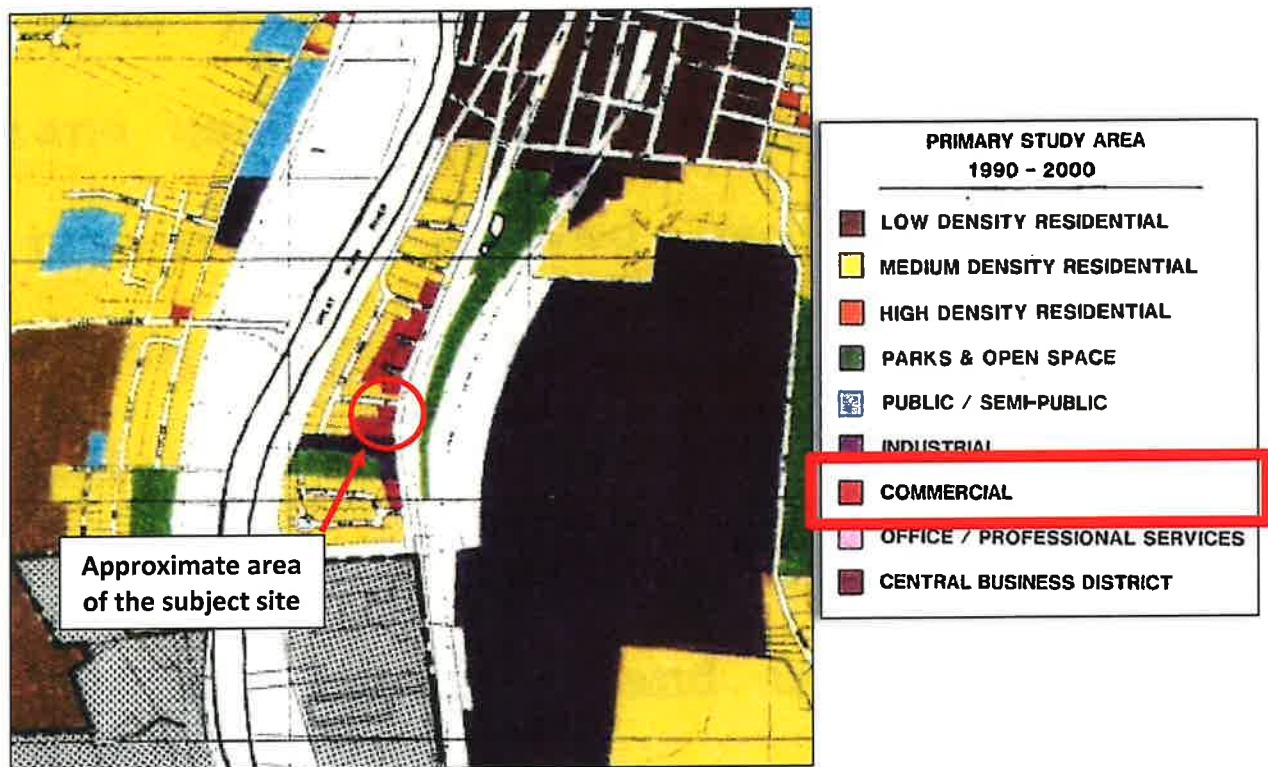
USE	CURRENT ZONING (GB-1)	PROPOSED ZONING (RO-1)
Bank	P	NP
Bank w/ Drive-thru (DT)	P	NP
Medical Research	P	NP
Broadcasting Studio	P	NP
Veterinarian Clinic	P	NP
Nursing Home	S	NP
Laboratory	P	P
Non-Profit/Labor Org.	P	NP
Eating Establishment, Fast Food (Non-DT)	P	NP
Eating Establishment, Fast Food (with DT)	S	NP
Eating Establishment, Standard (Non-DT)	P	NP
Eating Establishment, Standard	P	NP
Convenience Store (Non-DT)	P	NP
Shops Producing Merchandise On-Premise	P	NP
Animal Grooming	P	NP
Boutique Retail	P	NP
Technical Repair Establishment	P	NP
Fitness Center/Gym	P	S
Department Store	P	NP
Retail Sales	P	NP
Office Equipment and Supply Store	P	NP
Auto Parts and Accessory Store	P	NP
Art Gallery	P	NP
Dance Studio	P	NP
Theater	P	NP
Auto and Truck Rental, Sales, and Service	P	NP
Garden Supply Store	S	NP
Business Services	P	NP
Pawn Shop	P	NP
Tattoo Parlor	P	NP
Drive-thru Store	P	NP
Bar/Tavern/Nightclub	S	NP
Automobile Service Station	S	NP
Automobile Fuel/Recharging Station	S	NP
Indoor Recreation	S	NP
Kennel	S	NP
Hotel/Motel	S	NP
Car Wash	S	NP
Amusement Machine Center, Accessory	S	NP
Research and Development	NP	P
Medical Manufacturing	NP	P
Sales Office	NP	P
Contractor's Office	NP	S
Credit Union	NP	S
Other Office/Service Use as determined by PC	NP	S
Outdoor Storage as a Principal or Accessory Use	NP	NP
Outdoor Production or Fabrication	NP	NP

In summary, the existing GB-1 zoning district allows most every commercial use imaginable. However, the existing use (Contractor's Office) is not one of these uses. This particular use type

was previously permitted in the GB-1 district, however in 2019, City Council adopted an Ordinance (Ord. 6773) which specifically listed “Contractor’s Office” as a wholly separate use. This Ordinance also prohibited this type of use in all but the RO-1, I-1, and I-2 zoning districts. Therefore, at the time of establishing the business, the use was permitted. But now the use is considered legally non-conforming and must become conforming prior to allowing any physical expansion of the building.

MIAMISBURG 1990 FUTURE LAND USE PLAN

The 1990 Miamisburg Land Use Plan identifies the subject property as planned for commercial use, including retail, convenience, and personal service types of uses. The proposed Research-Office (RO-1) zoning designation would significantly reduce the number of commercial uses permitted on the subject property. However, Staff would contend there is sufficient nearby property zoned General Business (GB-1) to allow these commercial uses to thrive along the South Main Street corridor. The corridor is not lacking in appropriately zoned land for commercial activity, while the uses permitted under RO-1 zoning are conducive to a commercial environment.



STAFF ANALYSIS

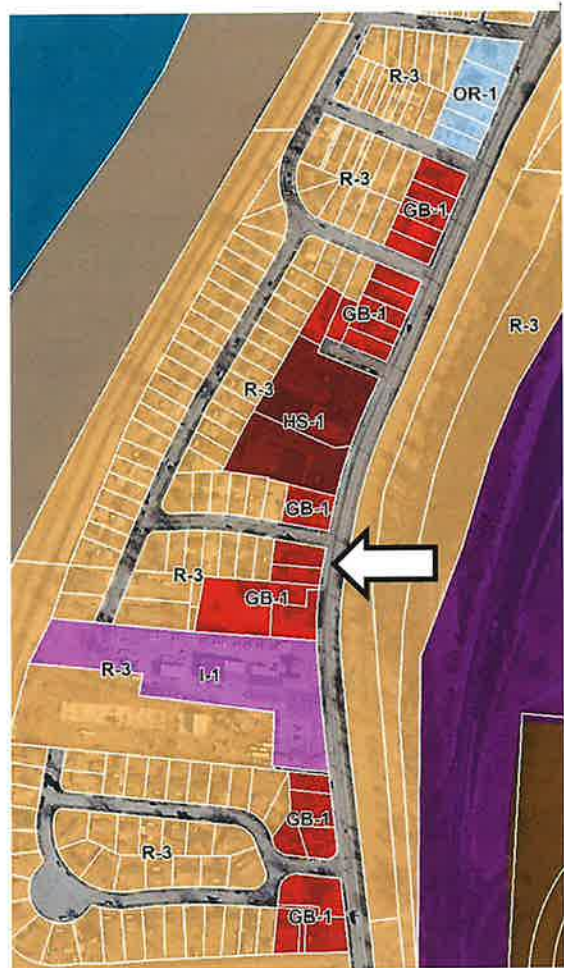
Given the adjacent zoning, land uses, and projected future land use in the area, Staff contends the proposed Research-Office (RO-1) zoning is appropriate given the following factors:

- The rezoning is required to allow a successful local business to expand at their current location. This expansion should help solidify their continued operations on S. Main Street for the foreseeable future. It will also facilitate redevelopment along a corridor where re-investment from existing property owners is generally lacking.
- The S. Main Street corridor includes an eclectic mixture of commercial and industrial uses and zoning designations, matching the widely varied development pattern throughout the corridor. The proposed RO-1 zoning designation is a hybrid between office, commercial,

and industrial zoning, allowing a mixture of relatively low-impact uses types which should blend with the existing development pattern along the corridor. See Figure 4.

- Like the current GB-1 zoning, RO-1 zoning requires all business activities to occur indoors. No outdoor storage of bulk materials or outdoor fabrication is permitted. Therefore, any negative externalities that could impact adjacent businesses or residences should be minimized.
- As the primary entryway into the community from the south, RO-1 zoning along S. Main Street would disallow some of the less desirable uses currently permitted under GB-1 zoning, such as auto dealerships, gas stations, drive-thru fast food, drive-thru retail, pawn shops, nightclubs, kennels, motels, and car washes.
- Development on the site would still be governed by the Special Use and Site Plan Review processes, whereby the Planning Commission has authority to obligate a site design that enhances the corridor and protects adjacent properties.

Figure 4: South Main Street Zoning Map



STAFF RECOMMENDATION

The Planning Commission may consider the following recommendations to City Council:

- 1) RECOMMEND APPROVAL of the application, finding the proposed Research-Office (RO-1) zoning district to be appropriate for the subject location.
- 2) TABLE the application to the next scheduled meeting date to grant additional time for the submittal of clarifying information that may allow for a more informed decision.
- 3) RECOMMEND DENIAL of the application, finding the proposed Research-Office (RO-1) zoning district to be inappropriate for the subject location.

Generally, Staff does not object to the proposed rezoning of the subject location from General Business (GB-1) and Residential (R-3) to Research-Office (RO-1). Allowing an existing business to expand at its current location should result in a net benefit to the community and the South Main Street corridor.

Staff recommends that Planning Commission adopt Option #1.

PHOTOS



VIEW OF BUILDING FROM S. MAIN STREET



VIEW OF BUILDING FROM SOUTH STREET



VIEW ALONG S. MAIN STREET (FACING NORTH)



VIEW ALONG S. MAIN STREET (FACING SOUTH)



VIEW ALONG SOUTH STREET (FACING EAST)



WEST NEIGHBOR



SOUTH NEIGHBOR



NORTH NEIGHBOR

ORDINANCE NO. 6982

AN ORDINANCE TO AMEND PART TWELVE, TITLE SIX OF THE CODIFIED ORDINANCES TO MODIFY THE NOTICE REQUIREMENTS FOR PUBLIC HEARINGS BEFORE THE BOARD OF ZONING APPEALS.

WHEREAS, the City of Miamisburg recognizes the importance of providing timely and accurate notice of public hearings before the Board of Zoning Appeals; and

WHEREAS, matters before the Board of Zoning Appeals are impactful on a highly localized basis more so than the City at-large; and

WHEREAS, the monetary cost to publish a Public Notice in a newspaper of general circulation far exceeds the value received in notifying potentially impacted property owners; and

WHEREAS, it is more cost effective to expand the Public Notice mailing boundaries to include a larger number of properties in the immediate vicinity of the property subject to the Public Hearing; and,

WHEREAS, other methods of Public Notice, including posting on the City website, are more effective tools to provide notification to the City at-large; and

WHEREAS, the current 30-day requirement for conducting a Public Hearing may not be possible because of the required days for public notification relative to the next available meeting of the Board of Zoning Appeals.

WHEREAS, it is in the best interest of the City of Miamisburg to modify these regulations when it benefits the health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Codified Ordinances of the City of Miamisburg are hereby amended as follows. Text to be removed is identified by ~~double strikethrough~~. Text to be added is identified in ***bold italics***.

Section 2.

Chapter 1236.04 of the Codified Ordinances, Public Hearings of the Board, is hereby amended as follows:

(a) Time Limit. The Board of Zoning Appeals shall ~~hold~~ **set** a public hearing within thirty **calendar** days after the receipt of an application for an appeal or variance from the Zoning Inspector or an applicant.

~~(b) Newspaper Notice. Before holding the public hearing required by subsection (a) hereof, notice of such hearing shall be given in one or more newspapers of general circulation in the City at least ten days before the date of said hearing. The notice shall set forth the time and place of the public hearing and the nature of the proposed appeal or variance.~~

~~(b) (c)~~ Notice to Parties in Interest. Before holding the public hearing required by subsection (a) hereof, written notice of such hearing shall be mailed ~~by the Chairperson of the Board~~, by first class mail, at least ten **calendar** days before the day of the hearing, to all owners of property **within 200 feet of who are contiguous to and directly across the street or alley from** the parcel or parcels proposed for appeal or variance.

~~(c) (d)~~ Applicant to Pay Cost of Notices. Each application shall be accompanied by a check, payable to the City of Miamisburg, or a cash payment, to cover the cost of publishing and/or posting and mailing the notices of the hearing or hearings. Said cost shall be provided within Chapter 214 of the Miamisburg Administration Code.

~~(d) (e)~~ Appearance of Parties. At the hearing, a party may appear in person or be represented by an attorney.

~~(e) (f)~~ Appeals to Court. Any party adversely affected by a decision of the Board may appeal to the Court of Common Pleas of the County on the ground that such decision was unreasonable or unlawful.

Section 3.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: November 15, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6983

AN ORDINANCE TO AMEND PART TWELVE, TITLE SIX OF THE CODIFIED ORDINANCES TO MODIFY THE REQUIREMENTS FOR SECURING A RESIDENTIAL POOL OR LARGE SPA.

WHEREAS, the City of Miamisburg recognizes the importance of securing residential pools and large spas (over 150 square feet) to ensure the health, safety, and general welfare of its residents; and,

WHEREAS, current regulations require a four foot tall perimeter fence and self-locking gate around any pool or large spa; and,

WHEREAS, current regulations allow small hot tubs and spas (less than 150 square feet) to be secured with a pool cover meeting the ASTM F 1346 standard as listed in Exhibit A; and,

WHEREAS, an automatic pool cover meeting the same ASTM F 1346 standard could serve the purpose of securing a pool or large spa in lieu of a perimeter fence; and,

WHEREAS, pool covers meeting the ASTM F 1346 standard were found to be no less effective in securing a pool or large spa than a perimeter fence when properly operated and maintained; and,

WHEREAS, allowing a pool cover meeting the ASTM F 1346 standard in lieu of a perimeter fence will provide property owners with an additional option to secure their pool or large spa while meeting the purpose and intent of the zoning code to protect the health, safety, and general welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Codified Ordinances of the City of Miamisburg are hereby amended as follows. Text to be removed is identified by ~~double strikethrough~~. Text to be added is identified in ***bold italics***.

Section 2.

Chapter 1289.04 of the Codified Ordinances, Fence Regulations, is hereby amended as follows:

(g) Swimming Pool Fences. ~~Permanent fencing and gated enclosures are required for all pools in the City.~~ Fence design shall not produce a ladder effect on the outside of the fence facing away

from the pool that could aid in unauthorized climbing. Pool fences must include at least one gated exit with a minimum width of 36 inches wide. This exit must open outward and be self-closing and self-latching. Where the self-latching device is less than 54 inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Access gates shall be equipped to accommodate a locking device. The minimum height of pool fences shall be four feet in height above the finished grade on the side of the barrier away from the pool. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Section 3.

Chapter 1289.05 of the Codified Ordinances, Swimming Pools and Hot Tubs, is hereby amended as follows:

(e) ~~Fencing of Swimming Pools. Swimming pools shall be enclosed in order to prevent unauthorized access in accordance with Section 1289.04(g) prior to the filling of the pool.~~ **Securing a Swimming Pool. A swimming pool shall be secured with a barrier to prevent unauthorized access. The barrier shall consist of a fence installed in accordance with Section 1289.04(g) or an automatic pool cover meeting the ASTM F 1346 standard, and all amendments thereto.** Plywood, particle board, lattice, chicken wire, split rail, snow fence, and other unsecured or unsuitable materials, as deemed by the Development Department, are not permitted for use as a pool barrier.

Section 4.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: November 15, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

EXHIBIT A



Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs¹

This standard is issued under the fixed designation F 1346; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This specification establishes requirements for safety covers for swimming pools, spas, hot tubs, and wading pools (hereinafter referred to as pools, unless otherwise specified). When correctly installed and used in accordance with the manufacturer's instructions, this specification is intended to reduce the risk of drowning by inhibiting the access of children under five years of age to the water.

1.2 This specification includes performance tests to demonstrate the compliance or noncompliance to requirements herein stated for safety covers. It also includes marking requirements for all covers.

1.3 The values stated in inch-pound units are to be regarded as the standard. The values in parentheses are given for information only.

1.4 The following safety hazards caveat pertains only to the test methods section, Section 9, of this specification: *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

- 2.1 *NFPA Document*:
National Electrical Code, Article 680-26²

3. Terminology

3.1 Definitions of Terms Specific to This Standard:

3.1.1 *appurtenances*—subordinate parts or adjunct accessory components to the cover such as hardware including buckles, straps, ties, springs, anchors, tracks, rollers, lifting arms, and the like.

3.1.2 *automatic cover*—a cover which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. See also *power safety cover (PSC)*, *other cover (OC)*.

3.1.3 *barrier*—something that restrains or obstructs access to the body of water.

3.1.4 *blanket*—a material used for thermal insulation. See also *solar energy blanket*.

3.1.5 *cover*—something that covers, protects or shelters, or a combination thereof, a swimming pool, spa, or hot tub.

3.1.6 *debris cover*—a cover with attendant appurtenances positioned over the pool area which permits the cover to prevent debris, such as foliage, dirt, windblown trash, and the like from entering the pool. It is intended to be completely removed before the entry of bathers. See also *other covers (OC)*.

3.1.7 *decks*—those areas abutting a pool, spa, or hot tub that are specifically constructed or installed (for example, of wood, concrete, brick, stone, and the like) for use by bathers for sitting, standing or walking and may also act as a base for supports for covers.

3.1.8 *dome*—a semipermanent enclosure supported by trusses, or positive air pressure erected over the pool area to provide temperature and atmospheric control over the pool environment.

3.1.9 *energy conservation*—the reduction of heat loss from pool water through air convection or evaporative cooling, or both.

3.1.10 *hot tub*—a spa constructed of wood with sides and bottoms formed separately; and the whole shape joined together by pressure from surrounding hoops, bands or rods; as distinct from spa units formed of plastic, concrete, metal, or other materials.

3.1.11 *inaccessible locations*—a location at least 5 ft (1.5 m) above the ground with no other access such as hand or footholds which would permit a child to reach the location.

3.1.12 *manual cover*—a cover which requires it to be placed over the water area by hand. See also *manual safety cover (MSC)*, and *other covers (OC)*.

¹ This specification is under the jurisdiction of ASTM Committee F15 on Consumer Products and is the direct responsibility of Subcommittee F15.28 on Covers for Pools, Spas, and Hot Tubs.

Current edition approved Feb. 10, 2003. Published May 2003. Originally approved in 1991. Last previous edition approved in 1996 as F 1346-91 (1996).

² Available from National Fire Protection Assoc., Batterymarch Park, Quincy, MA 02269.

3.1.13 *markings*—the application of numbers, letters, labels, tags, symbols or colors to provide identification and safety information and to expedite handling during shipment and storage.

3.1.14 *manual safety cover (MSC)*—a barrier which requires it to be placed over the water manually. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.15 *other covers (OC)*—includes any cover type not incorporated in the other two classifications; PSC, MSC. They are not intended to serve as a barrier for children under the age of five.

3.1.16 *power safety cover (PSC)*—a barrier which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.17 *safety cover*—a barrier (intended to be completely removed before entry of bathers), for swimming pools, spas, hot tubs or wading pools, attendant appurtenances and/or anchoring mechanisms which reduces—when properly labeled, installed, used and maintained in accordance with the manufacturers' published instructions—the risk of drowning of children under five years of age, by inhibiting their access to the contained body of water, and by providing for the removal of any substantially hazardous level of collected surface water. See also *power safety cover (PSC)*, and *manual safety cover (MSC)*.

3.1.18 *solar energy blankets*—a cover which is a floating translucent (not transparent) heat insulating sheet incorporating, for example, encapsulated air bubbles or similar low heat transfer (floating) sheet material whose purpose is to inhibit heat dissipation from the pool water surface through air convection or evaporative cooling. The sheet material, customarily translucent (not transparent) to permit the transfer of solar radiation energy directly to the pool water at all depths and intended for day and night use, is cut to the shape of the pool and is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.19 *energy conservation blanket*—a cover which is a floating heat insulating sheet material incorporating, for example, a cellular foam or similar low-heat transfer material whose purpose is to inhibit heat loss from the covered water, through air convection or evaporative cooling, or both. Such materials are customarily cut to the shape of the pool and are intended for a night covering. The blanket is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.20 *wading pool*—a shallow pool intended for wading, not swimming.

3.1.21 *waterline*—the waterline shall be defined in one of the following ways:

3.1.22 *skimmer system*—the water line shall be at the mid-point of the operating range of the skimmers.

3.1.23 *overflow system*—the waterline shall be at the top of the overflow outlet.

4. Cover Classifications and Minimum Qualification Criteria

4.1 *Power Safety Cover (PSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water.

4.1.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, 10.1-10.4, and all subsections.

4.2 *Manual Safety Cover (MSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water. May require a longer period of time to be fully secured.

4.2.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, and all subsections.

4.3 *Other Covers (OC)*—Includes any cover type not incorporated in the other two categories MSC, PSC. They are not intended to serve as a barrier for children under the age of five. Design characteristics may be hazardous when used in the presence of children under the age of five.

4.3.1 Shall satisfy 5.1-5.3, 8.1-8.3, 8.5-8.12, and all subsections.

5. Materials and Manufacture

5.1 Only materials not known to be harmful to health, within the intended application, shall be used.

5.2 All materials and components shall be durable and satisfactory for the intended purpose under the conditions normally prevailing at the site.

5.3 The cover shall be manufactured or fabricated, or both, in accordance with generally accepted, good manufacturing practices.

6. General Requirements for Safety Covers

6.1 *Installation/Use of safety covers*—Unless installed by the manufacturer, or responsible parties, or both, detailed instructions for installation shall be given in a form included in the packaging or a label, or both, attached to the cover.

6.2 Labels attached to the cover shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

6.3 *Markings for safety covers shall include:*

6.3.1 the manufacturer's name,

6.3.2 date manufactured or installed, and

6.3.3 instructions to consumers to inspect the cover for premature wear or deterioration.

6.3.4 Labels attached to covers shall meet the general requirements described in 8.4.1, 8.7-8.8.1, and 8.9.

6.4 *Fastening mechanisms or devices*—Ties, attachment points, anchors, anchorage, and controls for automatic covers or other means of fastening a cover shall include provisions such as keys, combination locks, special tools, devices, or inaccessible locations, and the like, to inhibit children under five years of age from removing or operating the cover. When subjected to the load and perimeter deflection tests described in 9.1 and 9.2, all fastening devices shall remain in their intended, secured or closed, or both, position. After the test, the intended performance of the device should not be impaired.

6.5 *Openings*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.4, any opening in the major component or between the edge of the

cover and the deck surface or coping wall, or both, and the top surface of the spa or pool does not allow the test object to pass through. The test object shall not gain access to the water, or be subject to entrapment.

6.6 Seams, ties or welds in the cover shall show no signs of damage, which will impair intended performance of the device when the cover is tested by the methods described in 9.1-9.4.

7. Performance Requirements for Safety Covers

7.1 *Static Load*—In the case of a pool with a width or diameter greater than 8 ft (2.4 m) from the periphery, the cover shall be able to hold a weight of 485 lb (220.0 kg) (2 adults and 1 child) to permit a rescue operation.

7.1.1 In the case of a pool with a width or diameter not greater than 8 ft (2.4 m) the cover shall withstand the weight of 275 lb (125 kg) (weight of a child and an adult). Compliance shall be determined by the test method described in 9.1.

7.2 *Perimeter Deflection*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.2, deflection of the cover does not allow the test object to pass between the cover and the side of the pool, or to gain access to the water.

7.3 *Surface Drainage*—The cover shall be so constructed, or incorporate a system, or have an auxiliary system provided, that when used in accordance with the manufacturer’s instructions, shall drain substantially all standing water from the cover within a period of 30 min after cessation of normal rainfall. Compliance shall be determined by the test in 9.3.

7.4 *Opening Tests*—The tests shall be conducted by the test method described in 9.4 to demonstrate that any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the pool or the top surface of the spa is sufficiently small and strong to prevent the opening from being forced to a size that will allow the test object to pass through.

8. Minimum Label Requirements for All Covers for Swimming Pools, Spas, and Hot Tubs

8.1 *Product Label*—All covers shall be labeled/marked to identify manufacturers or other responsible parties (such as

private label distributors), or both. Labels attached to covers shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

8.2 *Warning Labels*—All covers shall be required to have attached the following warning label:

8.2.1 *Signal Word*—**WARNING**.

8.2.2 *Safety Alert Symbol*—Preceding the signal word there shall be triangle with an exclamation point inside the triangle.

8.2.2.1 *Word Message*—The standard word message shall be AVOID DROWNING RISK which shall be the first message to appear directly under the signal word.

8.2.2.2 *Additional Word Message Statement*—Covers with any of the outlined hazards in Fig. 1 shall list all applicable warning statements on the label.

8.3 *Color*—Non-safety cover warning label.

8.3.1 *Signal Word*—Black letters with orange background.

8.3.2 *Safety Alert Symbol*—Black triangle with orange exclamation point.

8.3.3 *Word Message*—Black lettering on white background or white letters on black background.

8.4 *Color*—Safety cover warning label.

8.4.1 Colors assigned to the signal word panel may also be used for the message word panel provided the panel colors contrast with the lettering of the label. This is applicable to covers conforming with the PSC and MSC classifications only.

8.5 *Warning Label*—Letter size.

8.5.1 Lettering shall be of a size that enables a person with normal vision, including corrected vision, to read the safety sign or label at a safe viewing distance from the hazard. Considerations should be given to environmental variables that will affect readability.

8.5.2 *Signal Word*—Letter height shall be at least 50 % greater than the selected height of the message panel wording.

8.5.3 *Safety Alert Symbol*—Safety alert symbol, when used with the signal word shall precede the signal word. The base of the safety alert symbol shall be on the same horizontal line as the base of the letters of the signal word. The height of the safety alert symbol shall equal or exceed the signal word letter height.

"HAZARD/WARNING STATEMENT CHART"	
If This Hazard Exists:	Add This Warning Statement:
*Will not support weight (as defined in this specification) Nonsecured or improperly secured covers	*Stay off cover—will not support weight.
*Concealment by slipping under cover	*Keep children away. Children or objects cannot be seen under cover.
*Drowning on top of cover in accumulated surface water (as defined in this specification)	*Remove Standing Water—child can drown on top of cover.
*Concealment, Entrapment—Drowning under cover	*Remove cover(s) completely before entry of bathers—entrapment possible.
*General requirement for all covers	*Non-secured or improperly secured covers are a hazard.
*Option to above for Safety Covers	*Failure to follow all instructions may result in injury or drowning.
*Cover does not meet all requirements of this specification for PSC, MSC.	*This is not a Safety Cover.

FIG. 1 Hazard/Warning Statement Chart

8.5.4 Word message letter height shall be as defined in Table 1.

8.6 Letter style:

8.6.1 Signal Word shall be in sans serif letters in upper case only.

8.6.2 Message Panel shall be in sans serif letters. Letters may be in upper case only.

8.6.3 Examples of acceptable lettering styles are: medium or bold helvetica, or news gothic bold.

8.7 Placement—Location shall be such that the message will:

8.7.1 Be readily visible to the intended viewer, taking into consideration all possible viewing angles, and

8.7.2 Alert the viewer to the potential hazard in time to take appropriate action.

8.7.3 Label must be located so as not to be removed in the fitting process.

8.8 Life Expectancy—The label shall have a reasonable expected life with good color stability and word message legibility when viewed as stated in 8.5.1. Reasonable expectancy shall be taken into consideration in accordance with the expected life of the product.

8.8.1 Protection—When possible, placement of label should provide protection from foreseeable damage, fading, or visual obstruction caused by abrasion, ultraviolet light or substances such as chemicals or dirt.

8.8.2 Attachment—The label shall be attached permanently to the product or so that it cannot be easily removed.

8.9 Replacement—Product/Warning labels should be replaced by the product user when they no longer meet legibility requirements for safe viewing distance described in 8.5.1 and 8.7.1. In cases where products have an extensive expected life or where exposed to extreme conditions, the product user should be able to obtain replacement labels from the manufacturer or responsible party.

8.10 Instruction/Use Label—Any product instructions or use label not attached to the product, intended to be viewed by the consumer/user shall contain in its contents the same applicable warning label as set forth in 8.2-8.6.3.

8.10.1 When special circumstances limit use of label colors to two colors, the colors assigned to the message word panel may also be used for the signal word panel provided that the panel colors contrast with background color of instruction/use label.

8.11 Packaging Label—If packaging is intended for product display to the consumer/user, applicable warning label as

described in 8.2-8.6.3 shall be placed on the printed side of the package intended for display and/or consumer information. The label shall be printed on or affixed to the package and not easily removable.

8.11.1 When special circumstances limit use of label colors to two colors, the colors assigned to the signal word panel may also be used for the message word panel provided that the panel colors contrast with background color of packaging.

8.12 Compliance Labeling—All labels shall note the specific cover classification.

9. Test Methods For Safety Covers

9.1 Static Load Test:

9.1.1 This test shall be conducted to demonstrate that the cover is capable of supporting a weight of (a) 485 lbs (composed of one 210-lb, one 225-lb or one 50-lb weight) for pools or spas within a width or diameter greater than 8 ft or (b) 275 lbs (composed of one 225-lb and one 50-lb weight) for a pool or a spa with a width or diameter equal to or less than 8 ft distributed over 1 ft² each, all of which are within a 3-ft radius without the test objects causing damage which would allow any of the test objects to pass through the cover. During this test there shall be no requirement for the absence of water appearing on the surface of the cover.

9.1.2 Procedure—The pool shall be filled to its waterline and the cover fitted in accordance with the cover manufacturer's instructions. The test objects shall be placed on the surface of the cover at the following critical points:

9.1.2.1 The center point of the cover.

9.1.2.2 Between attachment points and a distance of at least 4 ft (1.2 m) but not to exceed 6 ft from the side of the pool.

9.1.2.3 The test objects shall remain in each test position for a period of 5 min.

9.2 Perimeter Deflection Test:

9.2.1 This test shall be conducted to demonstrate the following: if a child under the age of five were to fall onto the cover neither that child nor another child could slip through any openings that may occur between the cover and the side of the pool.

9.2.2 Perimeter Deflection Test Object—Test object shall be 3.7 in. (0.09 m) by 5.7 in. (0.14 m) by a minimum 12 in. length and a weight of 36.6 lbs in an ellipsoidal shape. See Fig. 2.

9.2.3 Procedure—With 50 lbs (22.7 kg) on the cover at a distance of at least 4 ft, but not exceeding 6 ft from the side of the pool, the same cover shall not deflect to allow a perimeter test object to pass through, gain access to the water or be subject to entrapment between the cover and the side of the pool.

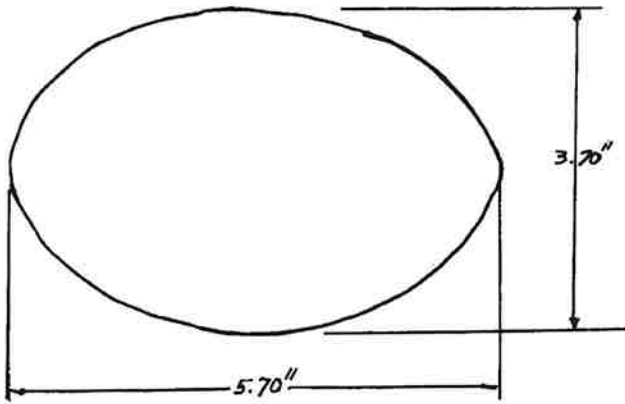
9.3 Surface Drainage Test:

9.3.1 Surface Drainage Test Object—Timmy³ or equivalent (32 in. length by 9 in. width by 5 in. deep by 36.6 lbs torso-shaped object) shall be placed on the pool cover in a supine position, faceup, within two to three feet of and parallel with the pool's edge. Three minutes later there shall not be an unsafe amount of water. An unsafe amount of water is defined

TABLE 1 Word Message Letter Height Sizes

Safe Viewing Distance	Minimum Letter Height for FAVORABLE Reading Conditions	Minimum Letter Height for UNFAVORABLE Reading Conditions
less than 24 in.	Height (in.) = $\frac{\text{View Distance}}{150}$	Height (in.) = $\frac{\text{View Dist.}}{75}$
24 to 96 in.	Height (in.) = $\frac{\text{View Distance}}{300}$	Height (in.) = $\frac{\text{View Dist.}}{150}$
greater than 96 in.	Height (in.) = $\frac{\text{View Distance}}{400}$	Height (in.) = $\frac{\text{View Dist.}}{300}$

³ "Timmy" is a CPR mannequin, three year old boy; available from Simulaids Inc., P.O. Box 807, Dixon Avenue, Woodstock, NY 12489.



NOTE 1—Area = 16.6 in.²
 NOTE 2—Perimeter = 15.0 in.

FIG. 2 Template for Swimming Pool Cover Standard

as any quantity of water which completely covers the torso of the surface drainage test object.

9.3.2 *Procedure*—Test the cover by spraying water evenly over the area at an application rate of 10 gal/min per 1000 ft² (9.29 m²) of pool area for a period of 30 min. During this test, all equipment shall operate in accordance with cover manufacturer’s instructions. Thirty minutes after completion of this procedure, the cover shall pass the test method in 9.3. At all times during the procedure, maintain the pool level at the waterline.

9.4 *Openings Test:*

9.4.1 These tests shall be conducted to demonstrate that any openings remain small enough to prevent a small child’s head from gaining access to the water.

9.4.2 *Openings test object*—A solid faced sphere test object with a maximum breadth of 4.5 in.

9.4.3 *Procedure*—The cover shall be fitted in accordance with the cover manufacturer’s instructions. The test object shall be placed at or into any existing opening and apply a force of 40 lbs (plus or minus 1 pound) steadily to ensure the test object cannot pass through at the following critical openings:

9.4.3.1 Any opening between the edge of the cover and the deck surface and coping wall, or both, or the top surface of the spa or pool.

9.4.3.2 Any opening in the major component of the cover.

10. **Operating Controls, Safety Covers**

10.1 The open-close switch shall be spring-loaded or of the momentary contact type, so that when released, the cover stops operation immediately at any point in the open or closed cycle period.

10.2 The cover shall be reversible in direction from a full stop at any point in its travel without having to complete the full open or closed cycle.

10.3 Electrically operated control switches and motors shall be installed in accordance with the National Electrical Code Article 680-26.

10.4 The type of pool covering operating controls shall be such that:

10.4.1 Its fixed location is in the line of sight of the complete pool cover, or by its operating process. This ensures that the operator shall be in complete view of the cover at all times during the closing or pool covering process.

10.4.2 Switching devices shall be key-operated or locked away or able to be de-activated or otherwise located in an inaccessible location. An inaccessible location shall be at a height of at least five feet above the deck.

ANNEX

(Mandatory Information)

A1. RATIONALE

A1.1 Scope

A1.1.1 Although the majority of child-drowning and near-drowning which were reported did not involve safety covers, those who purport to provide a level of safety should be held to a higher level of reliability. Injury reports made available from CPSC indicate that male children, one and two years of age, living in a home with an in-ground pool are at the highest risk of being involved in a submersion incident that requires medical care.

A1.2 Referenced Documents

A1.2.1 Allows document reviewers the necessary information to validate the text of the standard.

A1.3 Terminology

A1.3.1 Consumers and new manufacturers may not be familiar with the technological language used within the text. This section also provides definitions for new terms created for this standard.

A1.4 Cover Classifications and Minimum Qualification Criteria

A1.4.1 By defining both the level of safety afforded and standard requirements to be satisfied, manufacturer and consumer will be able to define their needs and properly interpret

the standard. This section also allows manufacturers to research and develop new technology which when applied could change their designation.

A1.5 Materials and Manufacture

A1.5.1 Varying lead times for material availability restrict or delay immediate compliance with this standard.

A1.6 Performance Requirements For Safety Covers

A1.6.1 Specified load factors represent the 95th percentile for a child under the age of five as well as one male adult and one female adult.

A1.6.2 If one child should gain access to the surface of the cover, another child in the area of the pool should not face increased risk.

A1.6.3 Recognizing that some residual water will remain after the surface water is removed, the test has been devised to ensure that the level can be maintained below that deemed substantially hazardous to a child of three based on data received from the Consumer Product Safety Commission.

A1.6.4 Openings in the major component or horizontal openings between the cover and solid structure of the pool area should remain small enough to prevent the head of a small child from gaining entrance. The head breadth for a 5th percentile of a 7 month old is about 4.5 in. The smallest mobile child would be about 7 months old since at this age 50 % of children can creep on hands and knees.

A1.7 Minimum Label Requirements For All Covers For Swimming Pools, Spas, and Hot Tubs

A1.7.1 Labeling on the product allows for transfer of the information to second owners and temporary users.

A1.7.2 The combination of Signal Word, Safety Alert Symbol and Word Message provides a higher level of warning than any single effort.

A1.7.3 An effort is being made nationally to make consistent the colors used to alert consumers to potential hazards.

A1.7.4 Contrast of colors between letter colors and labels are necessary in order to attract users' attention to label and enable readability.

A1.7.5 Letter size is an important factor in warning legibility so the consumer can recognize and avoid the hazard.

A1.7.6 Style of lettering affects the readability of the warning message.

A1.7.7 Warning labels can be more effective if they allow for reaction time on the part of the consumer.

A1.7.8 Damaged labels would not provide as strong a message as necessary.

A1.7.9 Due to extended life expectancy of cover products, labels cannot be expected to maintain their original appearance.

A1.7.10 Labeling messages and format should be consistent from point of purchase to use and/or application of cover.

A1.7.11 Packaging is, at times, the consumers first exposure to product information. Information contained on the warning label is necessary for making informed choices.

A1.7.12 All labels shall note that the product meets the requirements described in Specification F 1346.

A1.8 General Requirements For Safety Covers

A1.8.1 Installation can be a key factor in the effectiveness of a safety cover whether it is manually or power installed.

A1.8.2 Manufacturer's markings are necessary to allow a continuity for second owners and consumer/manufacture contact.

A1.8.3 The mechanisms which secure the cover are an integral component that help to defeat a child's entry to the water.

A1.8.4 Openings shall not be so large that the purpose of the cover is defeated.

A1.8.5 Structural integrity is necessary to provide safety.

A1.9 Test Methods For Safety Covers

A1.9.1 The rescue operation may require two adults and the cover shall support the total combined weight to avoid possible injury to those in the rescue attempt. The 95th percentile is represented by the 225-lb male, 210-lb female and 50-lb child.

A1.9.2 This test was devised to avoid an opening large enough for one child or another child to fall between the edge of the cover and the edge of the pool when one child of 50 lb is already on the cover.

A1.9.3 Recognizing that some residual water remains after the surface water is removed, this test is devised to ensure that the level is maintained below a level deemed substantially hazardous to a child under three years of age.

A1.9.4 No opening shall exist in the cover or at any point that the cover joins the surface of the pool structure or deck area (which would allow a small child's head to gain access to the water or become entrapped). The head breadth for a 5th percentile 7 month old is about 4.5 in.


A1.10 Operating Control, Safety Covers

A1.10.1 Operator controlled momentary contact type switches afford greater control in the event of an emergency.

A1.10.2 Should a child enter the water during the closure process, the cover shall be able to reverse without total closure.

A1.10.3 It is important in the case of an electrical installation to protect children and all swimmers from the possibility of electrocution, which is the purpose of Article 680-26 of the National Electrical Code.

A1.10.4 Operator observation of the pool during the closing process is necessary to ensure that another person does not enter the water during the process. Additionally, the location of the activating device or the ability to render it inactive is necessary to avoid unauthorized opening of the cover.

 **F 1346 – 91 (2003)**


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MEMORANDUM

To: Keith Johnson, City Manager
From: Andrew E. Rodney, AICP, City Planner 
Date: October 14, 2022
Re: **Proposed Official Zoning Map Amendment: Rezone 1003 South Main Street from General Business (GB-1) and Residential (R-3) to Research-Office (RO-1)**

Enclosed is a proposed Ordinance 6981 to rezone the property located at 1003 South Main Street from General Business (GB-1) and Residential (R-3) to Research Office (RO-1) to facilitate construction of a building addition for Viking Heating & Air Conditioning. The addition – located off the west end of the building – will be used for storage and deliveries.

The current zoning does not allow for the use (Contractor's Office), therefore a change in zoning is required, along with Special Use approval from the Planning Commission for the addition (scheduled for October 18, 2022) and a lot replat. A small front setback variance along South Street will also be required due to the presence of existing electrical utility infrastructure which limits the area for building expansion. No other changes to the building or site are proposed.

Planning Commission Review

Planning Commission reviewed the matter at their regular meeting on Monday, September 19, 2022. By a 4-0 vote, the Planning Commission recommended approval of the rezoning request.

ORDINANCE NO. 6984

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE KLEINGERS GROUP TO PROVIDE PROFESSIONAL SERVICES FOR DESIGN AND ENGINEERING SERVICES FOR THE RIVERFRONT PARK IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg intends to make improvements to the public property, located at 3 North Miami Avenue, named Riverfront Park; and

WHEREAS, the City of Miamisburg has worked with the Kleingers Group to create an updated master plan and concept layout for the park; and

WHEREAS, the City of Miamisburg wishes to obtain construction-level schematic documents, including fully-engineered plans in order to make improvements aligned with the concept plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is authorized to enter into a contract with The Kleingers Group for design and engineering services for the Riverfront Park Improvement Project, at a cost not to exceed \$329,400.

Section 2.

The sum of \$329,400 is hereby set aside within the Capital Improvement Fund, in account number 380.990.54602. A General Fund transfer will be made from 110.129.57880 to the Capital Improvement Fund.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date due to ensure the complete design services are finished to allow for construction to occur with the least impact to the 2023 event season as possible, therefore, this measure shall take effect and be in full force from and after its passage.

Passed: August 16, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins

Michelle L. Collins, Mayor



CALL OUT NOTES

- 1. AMENITY HERITAGE
- 2. AMENITY LEANED SEATING
- 3. EXISTING PLAYSHED
- 4. EXISTING PLAYSET
- 5. EXISTING PLAYSET
- 6. EXISTING PLAYSET
- 7. EXISTING PLAYSET
- 8. EXISTING PLAYSET
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- 18. EXISTING PLAYSET
- 19. EXISTING PLAYSET
- 20. EXISTING PLAYSET
- 21. EXISTING PLAYSET
- 22. EXISTING PLAYSET



**SCHEMATIC PLAN - OPTION 2
RIVERFRONT PARK**

JUNE 2, 2022

KLEINGERS GROUP



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ▶ 513.779.7851
fax ▶ 513.779.7852
www.kleingers.com

July 27, 2022 - Revised
August 09, 2022

Mr. Ryan Davis
Director
City of Miamisburg Parks & Recreation
Via email: Ryan.Davis@cityofmiamisburg.com

**Re: Proposal for Surveying, Engineering, and Landscape Architectural Services
Riverfront Park Construction Documents**

Dear Ryan,

We have enjoyed working with you on the Miamisburg Parks Master Plan Project. Riverfront Park is a wonderful park and we are thrilled to have the opportunity to work with you on such an important amenity to the community of Miamisburg. We are excited to provide this proposal to provide landscape architecture, engineering, and surveying services for Miamisburg Riverfront Park. Based on our discussions, we understand that you would like to construct new parking lots based on previously engineered designs, by others, and a new park that includes amphitheater seating with a performance stage, large event lawn, play space with shade shelters, realigned bike path with overlook seating, and site furnishings based upon the aesthetics of the updated Riverfront Park and Miamisburg Parks Master Plans. See below for the scope area outlined in red.



Riverfront Park Master Plan



Team Members

The Kleingers Group will provide landscape architecture, civil engineering, and surveying services. For teaming, we will subcontract with TEC for site lighting, CMTA for amphitheater lighting and electrical, JCA for structural engineering, Atlas for geotechnical services, Champlin Architecture for architectural services for a storage facility, and Century Equipment for irrigation design.

We will coordinate with the City's civil engineering subconsultant, Fishbeck, to complete the construction documents. Fishbeck will be providing stamped civil engineering plans for demolition, pavement elevations, grading and drainage, utilities, traffic control for the north and south parking lots.

Lighting / Electrical Design - Site

TEC Engineering, Inc.
Address: 7288 Central Parke Boulevard
Mason, OH 45040
Phone 513-771-8828
Website: www.teceng.com
Contact: Mike Hafner

Lighting / Electrical Design - Amphitheater

CMTA Consulting Engineers
Address: 222 E. 14th St., Fourth Floor,
Cincinnati, Ohio 45202
Phone 513-429-4404
Website: www.cmtaegr.com
Contact: Andy Metzger

Structural Engineering

JCA - Julie Cromwell Associates
Address: 2114 Madison Road, 2nd Floor
Cincinnati, Ohio 45208
Phone 513-218-6103
Website: www.juliecromwell.com
Contact: Julie Cromwell

Geotechnical Services

Atlas
Address: 11121 Canal Road
Cincinnati, Ohio 45241
Phone 513-771-2112
Website: www.oneatlas.com
Contact: John Kerr

Architecture

Champlin Architecture
Address: 4 South Main Street
Dayton, Ohio 45402
Phone 937-224-4474
Website: www.thinkchamplin.com
Contact: Michael Murphy

Proposal for Design and Engineering Services
Riverfront Park Construction Documents
City of Miamisburg
August 9, 2022



Irrigation

Century Equipment
Address: 4199 Leap Road,
Hilliard, Ohio 43026
Phone 614-946-0507
Website: www.centuryequip.com
Contact: Rob Kurtz

Proposed Draft Schedule

Regarding schedule, we anticipate that the Miamisburg City Council will approve this scope and fee proposal on August 16, 2022 therefore, we assume to begin survey services in August/September of 2022 and provide construction documentation at the end of 2022/early 2023 for the City to bid the project in early 2023.

- Topographic Survey: August 17 – mid-September 2022
- 100% Construction Documents – late February 2023
- Construction Contractor Bidding – March 2023
- Begin Construction – Spring 2023

We are thrilled about this exciting opportunity and look forward to working with you on creating a wonderful park for the City of Miamisburg. Thank you for this opportunity. If you have any questions, please do not hesitate to contact me at 513.779.7851 as I'd be happy to answer any questions and revise the proposal as needed. I do look forward to discussing this proposal with you.

Sincerely,

THE KLEINGERS GROUP

Lynne Nischwitz, PLA, ASLA, CLARB
Director Landscape Architecture



Topographic Survey

Survey Approach: The site topographic survey is critical in the design process in order to obtain detailed information representing the existing conditions of the park area. This level of accuracy will ensure a high level of confidence in preparing the construction documentation.

- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane Coordinates, South Zone (NAD’83). Vertical control will be based on NAVD’88. A minimum of 2 vertical benchmark(s) will be established on or near the site.
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.) within the project limits as shown on attached sketch which contains approximately 11 acres. Isolated trees (8” and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with Ohio811 to request physical markings and record data. Please note that 811 utility locate requests, relative to mapping and design purposes, may be ignored or result in an incomplete response by the public utility location service.
- Locate field utility markings and visible field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility. At the client’s request, and for an additional fee to be determined, we may contract with a private underground locating service and coordinate an enhanced level of Subsurface Utility Engineering (SUE) which may include electromagnetic, geophysical, or other forms of underground utility detection. Regardless of the method or equipment used to locate underground features, the risk of non-identification or mis-location of buried utilities can only be reduced and not eliminated.
- Generate a topographic base map, depicting the above items at an appropriate scale, in AutoCAD format.

Survey Fee Structure

- **Topographic Survey..... \$8,500.00**

Proposal Approach

Miamisburg’s civil engineering subconsultant (Fishbeck) will complete the scope of work in the orange outlined area below based on the new master plan by The Kleingers Group (TKG). TKG will coordinate with Fishbeck to complete the construction documents for Riverfront Park.

Based on our discussions with the City, we understand that stormwater detention is not required by the City for this project and therefore not included in the proposal scope.

Work includes:

- Removal of Miami Avenue - TKG
- Expansion of South Parking Lot – Fishbeck/TEC Engineering
- Removal of “Legion Lot” - TKG
- Construction of North Parking Lot – Fishbeck/TEC Engineering
- Lighting, Utility and Infrastructure Work in orange outline below – Fishbeck/TEC Engineering
- Lighting, Utility and Infrastructure Work in blue outline below – TKG/TEC Engineering
- Adding fill and grading work – TKG
- Realignment of Bike Path – TKG
- Construction of all concrete paths – TKG
- Construct stage & amphitheater with lighting – TKG, JCA, CMTA
- Construct elevated seating – TKG, JCA
- Storage facility – Champlin Architecture
- Construct playground and play components – TKG
- Final landscape and amenities – TKG
- Final Site Lighting – TEC



Scope of work



Construction Documentation
Landscape Architecture + Civil Engineering

Beginning with the approved Master Plan Design, we will prepare Construction Documentation for the construction of the park.

Coordination | Meetings | Submittals

- Assume attendance to design review meetings with the City, as needed.
- Provide project management, communication, and coordination with the design team.
- Submit 25% Construction Documentation to the City for coordination and review.
- Submit 50% Construction Documentation to the City for coordination and review.
- Submit 100% Construction Documentation to the City for coordination and review.
- Provide revisions as necessary to the Construction Document set during documentation as needed.
- Provide 100% Bid Documents to the City for their Bidding.

Construction Documentation Set to Include the Following:

Title Sheet

Survey

General Notes + Details:

- Appropriate general notes and details for park amenities.
- Standard pavement and utility details.

Demolition Plan:

- Provide Demolition Plan indicating items to be removed, relocated, salvaged or protected.
- Provide demolition details and notes.

Hardscape & Materials Plan:

- Provide Hardscape Plan depicting location of plaza areas, parking, pedestrian connections, landscaping, realigned bike path, overlook plazas, play space, etc.
- Provide type of materials for hardscape areas.
- Provide locations for any site furnishings such as bike racks, tables and chairs, benches, trash receptacles.
- Provide playground plan enlargement depicting location of play structures and safety surfacing.

Hardscape Details + Sections:

- Provide Hardscape Details depicting location of plaza areas, pedestrian connections, landscaping, play structures, etc.
- Provide park sections as necessary to convey design intent for the above reference proposed improvements.

Utilities Plan:

- An overall Utility Plan depicting locations of sanitary sewer, waterline, and storm sewer design.

Grading + Drainage Plan:

- All Kleingers Civil Engineering work to occur within the blue outline shown on the image above.
- Grading Plan depicting contours and critical spot elevations.



- Perform earthwork calculations including a topsoil volume analysis.
- Provide dirt balance calculations.
 - Layout of proposed yard drains.
 - Flood route design.
 - Design of stormwater pollution prevention plan including silt fence, straw bale barriers, and rock channel protection.

Playground Plan:

- Provide a Playground Plan indicating the location and type of playground amenities and surfacing.
- Finalize playground details and notes.
- Provide rendered views of the proposed playground amenities to gain final design concurrence on the playground features.

Planting Plan:

- Provide a Planting Plan indicating limits of seed/sod, and locations of trees, shrubs, and plantings.
- Provide Planting List including plant list with genus, species size and type of plant.
- Provide an 11 x 17 imagery sheet showing the vision of the proposed plant material to ensure design agreement between the owner and design team.

Planting Details:

- Provide planting details and notes.

Irrigation Plan, if authorized:

- Provide Irrigation Plan
- Irrigation Details

Opinion of Probable Costs

- Provide Opinion of Probable Construction Cost.

Specifications

- Specifications for the proposed landscape and hardscape elements. We assume to provide book specs. *Note: We assume that we will not provide any front end specs.*

Jurisdictional Permit Submittals

- Earthmoving + Erosion Control
- Ohio EPA Notice of Intent for Construction Activities
- Stormwater Management and Quality
- Sanitary Sewer
- Water Service
- Coordinate comments and issue revisions

Limited Bidding

- Attend Pre-Bid meeting, if needed.
- Respond to bidder's questions.
- Issue addenda as required.

Limited Construction Administration

- Respond to Contractor questions.
- Attend pre-construction meeting, if needed.



- Review and respond to RFI's, submittals, and shop drawings.
- Anticipate 4 visits included in this scope of work.
- Provide final punch list.

Proposed Fee - Landscape Architecture + Civil Engineering

Landscape Architecture Construction Documentation	\$159,800.00
Civil Engineering Construction Documentation	<u>\$55,000.00</u>
LA + Civil Engineering	<u>\$214,800.00</u>

Limited CA – Landscape Architecture + Civil Engineering

L.A. Limited Bidding + Construction Administration	\$16,500.00
Civil Limited Bidding + Construction Administration	<u>\$4,000.00</u>
LA + Civil Engineering	<u>\$20,500.00</u>

** Based on our discussions with the City, we understand that stormwater detention is not required by the City for this project and therefore not included in the proposal scope.*

Site Lighting / Electrical Design

TEC completed parking lot lighting plans in 2019 for the planned closure of Miami Street and the initial Riverfront Park expansion. The task 1 scope of work will consist of a review of the previously completed plans and the development of an updated lighting plan set utilizing new basemapping provided by TKG. Updates may include pole relocations, pole and fixture specification updates, and general equipment specification changes.

Pedestrian Lighting within the proposed park limits will be designed for the locations shown on the concept plan. These limits generally include walkway lighting around the event lawn walkway and a key pathway junctions throughout the park.

Duplex receptacles will be included throughout the project limits in both landscape areas and mounted on the poles. Food truck/special use service pedestals will be located at key locations throughout the project limits. The service pedestals will be placed in locations where they may be fully accessible for ease of use, while also remaining as inconspicuous as possible to improve overall aesthetics. The service pedestals will consist of a NEMA enclosure housing the service entrance conductors, electric meter (if needed), distribution panel, and receptacles.

Pedestrian Lighting will be designed to provide appropriate lighting within the proposed playground area.

Proposed Fee – Site Lighting / Electrical Design

Site Lighting / Electrical Design.	<u>\$26,000.00</u>
Total Fee: \$26,000.00	



Amphitheater Lighting / Electrical Design

It is assumed that there will be a new electrical Service installed for the Plaza to serve the pavilion and surrounding power requirements. CMTA has included in their scope: a panel for the Pavilion as required, power and lighting design for the Pavilion, design of some specialty track lighting to illuminate the stage with a simple scene controller (it is assumed any specialty stage lighting would be brought in and plugged into receptacles), pathways and rough-ins for Audio/Visual associated with the pavilion only, all power needs for the Pavilion such as receptacles etc., coordination for any other power requirements for the stage that may be required, all permanent lighting for the Pavilion including track lighting, general and security lighting.

CMTA will provide plumbing for 2-3 drinking fountains.

Proposed Fee – Amphitheater Lighting / Electrical Design

Electrical Design	<u>\$6,500.00</u>
Total Fee: \$6,500.00	

Architectural Design

For architectural and structural design of the storage facility we will coordinate with our subconsultant, Champlin Architecture. The architectural scope includes providing a storage facility to house electrical and water service, and storage for park furnishings. The storage facility will be approximately 50'x15' and will be a simple structure, similar to other buildings in the park system. They will be comprised of a concrete slab floor with no finishes, concrete block exterior walls, pressure treated wood supports with pressure treated wood trusses with galvanized support brackets and a metal standing seam roof. Bandshell and shade structures will be a delegated design, therefore no architectural scope included for bandshell or shade structures.

Proposed Fee – Architectural & Structural Design

Architectural & Structural – storage facility	<u>\$27,700.00</u>
Total Fee: \$27,700.00	

Structural Engineering

We will coordinate with our subconsultant, JCA, LLC. JCA will provide structural engineering for amphitheater seat wall design, amphitheater stage design, footings/structural for park signage, and footings for lights and any structural amenities as needed. JCA assumes Geotechnical recommendations will be provided. Bandshell and shade structures will be a delegated design, therefore no structural scope included for bandshell or shade structures.

Proposed Fee – Structural Engineering

Structural Engineering	<u>\$12,000.00</u>
Total Fee: 12,000.00	



Additional Services, if Authorized:

Geotechnical Exploration

We will coordinate with our subconsultant, Atlas for Geotechnical Exploration. Based on our understanding of the project, Atlas will perform a Geotechnical Exploration that includes performing a total of eight (5) soil borings within the Riverfront Park area. We will assign a Geotechnical Professional to oversee the work associated with your project. Atlas proposes to offer the following scope of geotechnical field services for this project:

- Drilling five (5) 20-ft deep Std. Penetration Test borings, 2 of which would be at proposed shelter locations, 1 at the proposed stage location, 1 in the pavilion seating area, and 1 in the event lawn area near the levee
- Certain laboratory testing to ascertain the required physical characteristics of the major soil strata encountered.
- Provision of a written report prepared by a licensed professional engineer specializing in geotechnical engineering, the report will include:
 - Logs of the test borings presenting the subsurface conditions/stratigraphy and the results of field and lab testing
 - A narrative describing the exploration methods and findings
 - Recommendations and comments regarding;
 - Structure foundation type(s), depth and bearing capacity
 - Expected excavation conditions, and iii. recommended site preparation and earthwork procedures.

Proposed Fee – Geotechnical Exploration

Geotechnical Exploration	<u>\$5,900.00</u>
Total Fee: \$5,900.00	

PROFESSIONAL SERVICES SCHEDULE OF FEES

Survey	\$8,500.00
Landscape Architecture + Civil Engineering	\$214,800.00
Limited CA & Bidding - LA + Civil Engineering	\$20,500.00
Architecture	\$27,700.00
Amphitheater Lighting/Electrical Design.....	\$6,500.00
Site Lighting/Electrical Design.....	\$26,000.00
Structural Engineering	<u>\$12,000.00</u>
Total Basic Services Fee	\$316,000.00

Additional Services, if Authorized

▪ Irrigation Design	\$7,500.00
▪ Geotechnical Exploration.....	<u>\$5,900.00</u>
Additional Services Total Fee	\$13,400.00

Total Fee (Basic + If Authorized).....	\$329,400.00
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ASSUMPTIONS

Assumptions help us clarify the scope of services being provided for the associated fees. When we make these assumptions, it does not guarantee that reality will match these assumptions; rather it identifies the conditions for which this scope of services and fees are valid. For the purposes of this proposal we are making the following assumptions of services not part of this proposal but are services we would be pleased to provide at a negotiated fee or at our standard hourly rates include:

- Stormwater detention design.
- Restroom building design.
- Full audio/visual electrical design.
- Sewer or water capacity studies.
- Environmental or Archaeological studies and submittals.
- Special Inspections.
- Permitting relating to floodplain or levee development.
- Permitting relating to FEMA
- Special Structural Calculations Package to the permitting agency.
- Construction layout.
- Temporary or permanent easement or right-of-way negotiations.
- It is assumed that there will be no zoning permits required.
- Design fixes caused by the construction team or unforeseen conditions in the field.
- Re-design due to owner changes of work we have already completed based on previous direction.

We recognize that minor revisions to drawings are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work. ***Upfront communication between consultant and client regarding project success factors is very important – please feel free to call me at any time to discuss any concerns you may have regarding any project issues.***

Again, thank you for the opportunity to provide survey, landscape architectural and engineering services to The City of Miamisburg. We truly appreciate the opportunity to work with you and to be chosen as a part of your design team. As always, please feel free to call me should you have any questions.



Terms and Conditions

SERVICES PROVIDED

The Kleingers Group, Inc., the “Consultant”, agrees to perform the professional services (the “Project”) as described in the preceding paragraphs and referenced documents for the “Client”,

City of Miamisburg

The Client agrees to:

Provide full information as to his requirements for the Project prior to commencement of work on the Project;

- Assist Consultant by placing at his disposal all available information pertinent to the Project;
- Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
- Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;
- Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
- Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
- Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION

Consultant agrees to perform the outlined Scope of Services within the periods specified from receipt of Authorization to Proceed – exclusive of review time and time to complete review responses. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

COMPENSATION

For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Client will be invoiced each month for any work performed during the

period. For hourly services, invoices will be based on the number of hours expended by the Consultant’s personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past the due date every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

STANDARD OF CARE

Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services.

LIMITATIONS OF SERVICES

Exclusions and limitations outlined in the Agreement are not to be considered all inclusive. Unless expressly outlined as included with the Scope of Services, related services are not included under this Agreement.

ADDITIONAL SERVICES

Changes made by Client after the start of work will be considered extra and may negatively impact the stated project timeline. Consultant will notify Client in writing of changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

INDEMNIFICATION / LIMITATION OF LIABILITY

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys’ fees, and defense costs, to the extent caused by the Consultant’s negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively,



Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal, or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of: \$500,000 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or

persons named herein in all contracts and subcontracts with others involved in this project.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

TERMINATION OF CONTRACT

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the



completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this Agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense / prosecution of the claim, including staff time, court costs, attorney fees, and other claim-related expenses.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

FREE PUBLICITY

Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable

access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant's brand and involvement in the project.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic, or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

OPINIONS OF COST

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

LEED CERTIFICATION

The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. The Client understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Consultant including, but not limited to, the Client's or Owner's use and operation of the completed project. The Consultant does not warrant or represent the project will actually achieve LEED certification.



The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

JOBSITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY

If any term or provision hereof is illegal or invalid for any reason whatever, such illegality of invalidity shall not affect the validity of the remaining terms of this Agreement.

ASSIGNMENT OF AGREEMENT

Neither Client nor Consultant shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

SIGNATURES

Should Client be a corporation or governmental entity, the person signing this Agreement represents that he or she is duly authorized to execute the Agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he has full authority to sign on behalf of said Client.

EEO

The Kleingers Group supports an Affirmative Action Program. During the performance of this contract, the Consultant intends to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.



Authorization

This Agreement (total page count listed below, together with Attachments and Exhibits identified within) constitutes the entire agreement between Consultant and Client and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representations, effective as of the Effective Date listed below.

Further, Client's signature below represents Authorization to Proceed with the work outlined above in accordance with this proposal including the Terms and Conditions.

The Kleingers Group, Inc.

SIGNED

Lynne Nischwitz, PLA, ASLA, CLARB

PRINTED

Director of Landscape Architecture

TITLE

August 9, 2022

DATE SIGNED

City of Miamisburg

SIGNED

PRINTED

TITLE

DATE SIGNED / AGREEMENT "EFFECTIVE DATE":

ORDINANCE NO. 6985

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE EVANS AVE. AND GENETTA DR. SANITARY SEWER REPLACEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg has advertised and received bids for the Evans Ave. and Genetta Dr. Sanitary Sewer Replacement Project in accordance with law; and

WHEREAS, the City of Miamisburg contracted with Barge Design Solutions, Inc., the City's engineering consultant, to design the Evans Ave. and Genetta Dr. Sanitary Sewer Replacement Project; and

WHEREAS, the Wastewater Master Plan recommended sanitary sewer replacement along this portion of Evans Avenue and Genetta Drive.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Outdoor Enterprise, LLC for the Evans Ave. and Genetta Dr. Sanitary Sewer Replacement Project submitted on August 24, 2022 is hereby determined to be the lowest and best bid after bidding conducted according to law. Their bid is hereby accepted with the total bid amount of \$440,014.00.

Section 2.

The City Manager is hereby authorized to execute a contract with Outdoor Enterprise, LLC. upon the terms in the contract documents and all attachments thereto.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason that this contract is needed at the earliest possible date in order to complete construction in a timely manner, therefore, this measure shall be in force from and after its passage.

Passed: September 6, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6986

AN ORDINANCE TO ENTER INTO A CONTRACT WITH COUNTYCORP FOR MANAGEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND CITY OF MIAMISBURG LOCAL FUNDS FOR THE OWNER-OCCUPIED HOME REHABILITATION PROGRAM, TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL CONTRACTS AND AGREEMENTS RELATED THERETO AND DECLARE AN EMERGENCY.

WHEREAS, the City of Miamisburg was awarded \$50,000 in Community Development Block Grant (CDBG) funds from Montgomery County in FY2021; and

WHEREAS, the City of Miamisburg allocated \$25,000 in matching funds; and

WHEREAS, CDBG funds must be earmarked for projects or programs benefiting low and moderate income households in Montgomery County; and

WHEREAS, the City of Miamisburg believes the best use of these funds is to continue the Owner-Occupied Home Rehabilitation Program (OOHRP) to assist low and moderate income households with basic home repairs and property enhancements to improve the local housing stock, reduce instances of property neglect, and help residents remain in their homes; and,

WHEREAS, CountyCorp has proven, through prior similar agreements, to be an outstanding agency with extensive experience managing CDBG funds on behalf of the City of Miamisburg; and,

WHEREAS, the contract with CountyCorp should be immediately initiated and executed to allow execution of the OOHRP as soon as possible.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

City Council hereby authorizes the City Manager to execute a contract with CountyCorp for management of CDBG funds in association with the Owner-Occupied Home Rehabilitation Program. The contract is enclosed and labeled herein as Exhibit A.

Section 2.

City Council hereby authorizes the City Manager to make any and all changes to the contract of a minor nature that do not materially change the conditions of the contract or allocation of funds.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare by allowing for the expenditure of public funds to the benefit of low- and moderate-income households in the City of Miamisburg. Therefore, this ordinance shall take effect and be in force from and after its passage.

Passed: September 20, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Mayor Michelle Collins

Michelle L. Collins, Mayor

EXHIBIT A

COUNTY CORP OWNER-OCCUPIED HOME REPAIR & REHAB PROGRAM

1. SCOPE OF SERVICES

County Corp will use all funds granted and received from the City of Miamisburg hereunder to operate the Owner-Occupied Home Repair & Rehab Improvement Program. This program will result in the repair of at least 7 households within the City of Miamisburg corporate limits who are at or below eighty percent (80%) of the Area Median Income. The minimum job amount that County Corp is willing to consider is \$3,000 per household.

County Corp will provide home repair and handicapped accessibility modifications for homeowners in the City of Miamisburg. The home repair grants, with a maximum contribution of \$10,000 (CDBG and/or City match funds) per unit, will provide for the repair or replacement of housing components that pose code violations and/or in significant need of rehabilitation.

A. Program Descriptions

The services offered through the Owner-Occupied Home Repair & Rehab Program will include home repairs and handicapped accessibility modifications. The maximum cost per unit will be calculated by the direct costs associated with each unit, including materials, labor, and work by subcontractors, and the administrative costs added together. Below is a description of such repairs.

Home Repairs. Home repairs are defined as improvements made to correct code violations, rehabilitate, or to protect property from further structural damage. These repairs will bring the property up to local codes and standards. Home repair items include, but are not limited to, such items as:

- Furnace/heating components;
- Air conditioner;
- Plumbing;
- Hot water heater/tank;
- Roof/gutters;
- Deteriorated drain/waste/vent lines;
- Presence of gas fumes/gas lines;
- Windows and doors (when not disturbing paint);
- Electrical systems;
- Crumbling or loose steps that, if not repaired, will collapse or cause a fall;
- Driveway or sidewalk outside the public right-of-way;
- Deck, porch, or stoop;
- Exterior chimney;
- Siding, brick, or other exterior cladding.

Handicapped Accessibility Modifications. Handicapped accessibility modifications are defined as improvements made to homes of persons with disabilities to make the home more accessible. Improvements are designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly and/or disabled persons. Accessibility modification items include, but are not limited to, such items as:

- Installing grab bars/handrails;
- Widening doorways, ramps, and showers;
- Modifying commodes and vanities;
- Broken stairs or ramps replacement/repair;
- Repairing driveway or sidewalk outside the public right-of-way.

2. COMMUNITY DEVELOPMENT OBJECTIVES

County Corp certifies that the activity(ies) carried out under this Agreement will meet the National Objective of benefitting low- and moderate income (LMI) persons under the LMI Housing subcategory. The program will maintain the supply and availability of safe, decent, and affordable housing for low- and moderate-income residents, improve the general interior and exterior conditions of the housing stock in the City, provide housing rehabilitation opportunities for low- and moderate-income residents of the City, increase the percentage of neighborhood residents who rate their neighborhood desirable, reduce the number of homeowners forced from their homes due to deteriorated housing and substandard living conditions, and encourage private investment in the neighborhoods.

3. PROGRAM GUIDELINES

The program provides the funding, labor, and materials necessary to correct substandard, unsanitary, and deteriorated conditions of low- and moderate-income owner-occupied residences. Eligible geographic areas for the program include the entire municipal corporation limits of the City of Miamisburg. Only owner-occupied single family (one unit) residential structures are eligible to participate in the program. Although available citywide to all qualified homeowners, the program will be heavily marketed within the CARES I and II geographies. Properties purchased by land contract are not eligible under this program unless the land contract documents have been properly recorded by the Montgomery County Recorder's Office. Properties in foreclosure are not eligible for funding under this program. Property taxes must be current, or if not current, a payment plan must be in place with the County.

Eligible beneficiaries of this program include households earning eighty percent (80%) or less of median income for the area as determined annually by HUD with adjustments for family size, as illustrated on the following page, or amended thereto upon release of new information from HUD.

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Montgomery County HUD Income Limits*

4/18/2022 INCOME LIMITS								
50% or below = State EA, City and County CDBG EA Match Funds								2022 MEDIAN FAMILY INCOME = \$84,100
80% or below = CDBG, Carillon Façade Improv., Centerpoint Energy, Miamisburg								
AMI								
Number of Persons per Household								
	1	2	3	4	5	6	7	8
30%	\$17,700	\$20,200	\$23,030	\$27,750	\$32,470	\$37,190	\$41,910	\$46,630
50%	\$29,450	\$33,650	\$37,850	\$42,050	\$45,450	\$48,800	\$52,150	\$55,550
Very Low								
80%	\$47,150	\$53,850	\$60,600	\$67,300	\$72,700	\$78,100	\$83,500	\$88,850
Low								
100%*	\$58,900	\$67,300	\$75,700	\$84,100	\$90,900	\$97,600	\$104,300	\$111,100
120%	\$70,650	\$80,750	\$90,850	\$100,920	\$109,000	\$117,100	\$125,150	\$133,250

4. OUTCOME MEASUREMENTS: PERFORMANCE AND OUTCOME MEASURES

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the City utilizes a performance measurement system that is based on an outcomes-based approach to funding projects. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its grantees. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The City shall report outcomes-based accomplishments to Montgomery County. The City therefore requires County Corp to submit performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs, and program outcomes (desired end results). The City shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation.

5. RESPONSIBILITIES

A. County Corp

County Corp will be responsible for determination of household eligibility based on income, application intake and processing, development of rehabilitation/repair work specifications, preconstruction conferences, coordination of services for the completion of the repairs, inspection of rehabilitation work, compliance with all CDBG regulations, final inspection of repairs completed, client satisfaction survey, and preparation of reports to City as detailed in Section 9, Reporting Procedures. County Corp will respond to

all complaints regarding repairs performed by County Corp for one year from date of completion, and client satisfaction survey.

Funds will be used to address code violations, health and safety items, and incipient repair items as identified by County Corp. All repairs must be performed in accordance with local building code standards.

B. City of Miamisburg

Miamisburg will market the program to households which exhibit code violations, show signs of severe disrepair/distress, or whose owner has expressed the need for home or accessibility repairs. The City will serve as the initial point of contact for the program and provide initial applicant screening services to identify prospective candidates. The City will forward projects meeting the initial screening requirements to County Corp for further consideration and processing in accordance with this Agreement.

6. BUDGET

The program budget is attached to this document as Exhibit B.

7. STAFFING

County Corp shall assign the following staff as Key Personnel to the Owner-Occupied Home Repair & Improvement Program:

Staff Member Title	General Program Duties	Time Allocation
Casey Laughter	Manage processing of applications and supporting documents required by homeowners. Manage program files and recordkeeping. Provide status reports to the City and IDIS forms to the County.	4 hrs/week
Ben Deacon	Construction management; will determine scope of work with clients; assist clients in managing bidding process and their selection of contractors; manage construction and ensure it is completed and obtain homeowner statement of satisfaction upon project completion.	8 hrs/week
Tracy Schultz	Financial management of program; tracking payroll hours and other costs	1 hr/week
Oxana Makbrayd	Payment of program invoices and other program related accounting task.	2 hr/week
James Schiller	Construction management; will determine scope of work with clients; assist clients in managing bidding process and their selection of contractors; manage construction and ensure it is completed and obtain homeowner statement of satisfaction upon project completion.	8 hrs/week

Mike Brennaman	Construction management; will determine scope of work with clients; assist clients in managing bidding process and their selection of contractors; manage construction and ensure it is completed and obtain homeowner statement of satisfaction upon project completion.	8 hrs/week
Adam Blake	Staff Management	0.5 hr/week
Kimetta Parker	Contract administration	1 hour/week

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the City.

8. PAYMENT PROCEDURES

The City will reimburse County Corp for expenditures for the Project and in accordance with the line-item budget set forth in Exhibit B. County Corp shall submit all invoices and supporting documentation to the Community Development Director's attention.

County Corp's invoice shall contain the City contract number, invoice number, period covered, work completed, written documentation verifying that weekly payroll reports were reviewed and comply with approved wage determination, total amount requested, list of enclosed documents, agreement funding balance, other information County Corp wishes to communicate to the City, and signature of County Corp's Chief Financial Officer.

County Corp shall collect, maintain, and submit the following documentation and information with invoices for payment.

- For Project administration, County Corp will include:
 1. Fee of \$1,500 per housing unit.
- For supplies/materials, the documentation and information shall include:
 1. Invoice from vendor or company detailing the item(s)/services purchased and a copy of Contractor's check showing that County Corp paid the vendor for goods/services.

Unless disputed or the City determines that there is insufficient documentation to substantiate the invoice, the City will tender payment to County Corp in a timely manner.

9. DOCUMENTATION AND RECORD KEEPING

In order to ensure that program participants and activities meet the program eligibility criteria, County Corp must record the name, address, sex and age of homeowner, the number of people in the household,

total household income, racial and ethnic data of household members, a description of work and services to be performed for homeowner, a signed agreement with homeowner, work specifications, and proof of payment to contractor(s).

County Corp will maintain case files, including the above information for a period of not less than four years after completion of the program. County Corp will maintain these and other documents and financial records in accordance with the requirements for record retention specified in Article VI of the Agreement.

10. REPORTING PROCEDURES

The City will require timely and consistent reports to ensure that the program is proceeding according to the work program and in accordance with federal regulations. Reporting shall continue until expiration or termination of this Agreement. All reports shall be submitted to the City's Development Department.

County Corp agrees to submit on the fifteenth (15th) day of each month a written progress report covering the agreed upon objectives, activities, and expenditures. On April 1, 2024, or within 15 days of the date of termination or expiration of this Agreement, County Corp will provide to the City a comprehensive report covering the agreed upon objectives, activities, and expenditures for the prior fiscal year ending.

County Corp will keep records of and report for statistical purposes, which details at a minimum:

1. Total number of applicants for assistance;
2. Total number of applicants determined to be eligible for assistance;
3. Total number of applicants from income eligible households;
4. Total number of applications approved for assistance;
5. Start date and completion date of properties receiving assistance;
6. Locations of properties receiving assistance;
7. Demographic profile of applicants and approved recipients;
8. Number of households assisted (unduplicated addresses assisted/served);
9. Description of work completed for each household assisted; and
10. Progress of work yet to be performed for each household assisted, expenditures, and remaining balance.

11. COMMUNICATIONS

All notices and correspondence regarding this Agreement and the Project shall be submitted to the parties as specified in Article V of the Agreement, or their designee(s).

EXHIBIT B

BUDGET

The following is the budget for the Owner-Occupied Home Repair & Rehab Program to be administered by County Corp. This budget represents an estimate of expenditures to rehabilitate seven (7) households in the City of Miamisburg. The budget may change as needed to account for the specific needs of each household. County Corp and the City of Miamisburg will mutually agree in writing to any proposed alterations to the project budget. Such agreement shall not require an amendment to this Agreement.

Fiscal Year 2021 Funding:

	CDBG Funds	Local Match	Total
Housing Repairs/Modifications	\$50,000	\$14,500	\$64,500
Project Administrative Fee		\$10,500	\$10,500
Total Program Costs:	\$50,000	\$25,000	\$75,000

Requests for payment of eligible expenses will be associated with the line items as stated above. Expenses for eligible costs incurred after contract execution date may be invoiced and shall be paid upon execution of this agreement.

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EXHIBIT C

**AGREEMENT FOR DELEGATION OF ACTIVITIES
MONTGOMERY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT NO. B-21-UC-39-0004**

**CDBG AGREEMENT
BETWEEN
THE CITY OF MIAMISBURG
AND
COUNTY CORP
FOR THE OWNER-OCCUPIED HOME REPAIR & REHAB PROGRAM**

THIS AGREEMENT, entered into this _____ day of _____, 2022, is between the CITY OF MIAMISBURG OHIO, a municipal corporation in and of the State of Ohio (hereinafter referred to as "City") and COUNTY CORP, a not-for-profit corporation organized under the laws of the State of Ohio (hereinafter called "County Corp").

WITNESSETH, THAT:

WHEREAS, the City has applied to Montgomery County for the Owner-Occupied Home Repair and Improvement Program Phase III and received an award from the County's CDBG Grant No. B-21-UC-39-0004 and attached hereto (Exhibit C) from the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, the Project set forth herein will meet one of the Community Development Block Grant (hereinafter referred to as "CDBG") program's national objectives, as defined in 24 Code of Federal Regulations ("CFR"), Part 570.208, which include: to benefit low/moderate income persons; to aid in the prevention or elimination of slum and blight; and to meet community development needs having a particular urgency;

WHEREAS, the City desires to engage County Corp to render housing repair services through the provisions of the CDBG program;

NOW, THEREFORE, for the consideration of the mutual promises hereinafter set forth, City and County Corp agree as follows:

ARTICLE I. SCOPE OF SERVICES

County Corp shall provide the work and services, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Work and Services are more fully described in Exhibit A "Scope of Services," which is attached hereto and incorporated herein.

ARTICLE II. TERM OF CONTRACT

This Agreement shall commence upon execution by both parties and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement; but in any event, all of the work and services required herein shall be completed and this Agreement shall terminate 24 months from the date of execution, or when all funds herein have been expended, whichever is first to occur. However, in the event the funds subject to this Agreement are not expended within the term of the contract, the contract shall continue on a month-to-month basis until such time the funds are fully expended or the Agreement is terminated by either party.

ARTICLE III. GRANT OF FUNDS AND PAYMENT

The City has available \$50,000 of FY21 CDBG funds and \$25,000 in local match, for a total Program budget of \$75,000. Payment of eligible expenses shall be made against the line item budgets specified in Exhibit B, which is attached hereto and incorporated herein, and in accordance with performance. Expenses for project delivery shall also be paid against the line item budget specified in Exhibit B and in accordance with performance. Any amendments to the budget must be approved in writing by both the City and County Corp. This Agreement may be amended as needed to reflect additional CDBG awards via approval by both the City and County Corp.

ARTICLE IV. GENERAL CONDITIONS

A. Compliance

1. County Corp agrees that the HUD regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 are applicable to the grant funds it receives pursuant to this Agreement.
2. County Corp agrees that the work and services authorized by this Agreement shall be performed in accordance with any and all applicable local, state, and federal regulations, directives, or guidelines.
3. County Corp agrees to prohibit the use of federal funds for lobbying in compliance with the following:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of County Corp, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan or cooperative agreement, County Corp shall notify the City, and complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. County Corp shall include the requirements of this Subsection A in award documents for all sub-awards at all times (including sub-contracts, subgrants, and Agreements) and require that all sub-award recipients disclose the same accordingly.

B. "Independent Contractor"

By executing this Agreement, County Corp acknowledges and agrees that it will be providing services to the City as an "independent contractor." As an independent contractor for the City,

County Corp shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this provision. County Corp shall have no authority to assume or create any obligations on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

County Corp, its employees and any persons retained or hired by it to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Miamisburg. Further, County Corp shall be responsible to withhold and pay, or cause such agents, contractors, and sub-contractors to withhold and pay, all applicable local, state, and federal taxes.

C. Indemnification

County Corp agrees to defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against legal liability for all claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of County Corp or its employees, agents, subcontractor(s), and representatives. Further, in the event that County Corp violates any CDBG rule, regulation, grant requirement or law governing the use and expenditure of CDBG funds, County Corp shall assume full and complete responsibility for said violation(s), including payment of the penalty imposed or re-payment of improperly expended funds, and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees.

D. Workers' Compensation

County Corp shall provide Workers' Compensation Insurance Coverage for all its employees' invoices in the performance of this Agreement.

E. Insurance and Bonding

County Corp shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to at least **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)**. County Corp shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

F. Grantor Recognition

County Corp shall ensure recognition of the City and grantor agency (Montgomery County) in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, County Corp will include a reference to the support provided in all publications made possible with funds made available under this Agreement. County Corp shall inform grant recipients and contractors that the City may advertise the source of project funds through on-premises signage or other similar means placed on the property at its own discretion.

G. Amendments

The City or County Corp may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative for each party, approved by City's Community Development Director or designee, and, if applicable or required, approved by the City Manager and the Miamisburg City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the City or County Corp from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and County Corp.

H. Suspension or Termination

In accordance with 2 CFR 200.338-200.342, the City may suspend or terminate this Agreement if County Corp materially fails to comply with any terms of this Agreement, which include (but are not limited to,) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of County Corp to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
4. Submission by County Corp to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or County Corp, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The terminating party shall provide 30 days written notice of the intention to terminate. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

I. Political Contributions

County Corp affirms and certifies that it is in compliance with Ohio Revised Code §3517.13 limiting political contributions.

ARTICLE V. CONTACTS

All communications or notices required or permitted under this Agreement, including invoices for payment, shall be sufficient if sent to the City or County Corp by regular U. S. Mail, postage pre-paid, and addressed as follows:

To City: City of Miamisburg, Ohio
Development Director
20 E. Central Avenue
Miamisburg, Ohio 45342
Attn: Chris Fine

To County Corp: County Corp
130 W Second Street
Suite 1420
Dayton, OH 45402
Attn: Casey Laughter

Nothing contained in this subsection shall be construed to restrict the transmission of routine communications between representatives of the City and County Corp.

ARTICLE VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

County Corp agrees to comply with 2 CFR Part 200 Subparts, D and E, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

County Corp shall administer its program in conformance with 2 CFR Part 200 Subparts, D and E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Financial Records

- a. The City may require quarterly reports of all cash receipts, including Program Income, from all sources and disposition thereof, and such other financial statements, as the City deems appropriate. Quarterly reports and financial statements may continue to be required after termination of this Agreement until the collected Program Income has been expended.
- b. All costs and expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents

pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City.

B. Documentation and Record Keeping

1. Records to be Maintained

County Corp shall maintain all records required by the federal regulations specified in 2 CFR Part 200 and 24 CFR 570.506, which are pertinent to the services and activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records are required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Client Data

County Corp shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request. These records will also be made available to Montgomery County.

3. Retention of Records and Documentation

County Corp shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's Annual Performance and Evaluation Report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

4. Disclosure

County Corp understands that applicant information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or County Corp's responsibilities with respect to work or services to be provided under this Agreement, is prohibited by federal law, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian or otherwise required by law or court order.

5. Close-Outs

County Corp's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that County Corp has control over CDBG funds, including Program Income.

6. Audits, Monitoring, and Evaluation

All County Corp records with respect to any matters covered by this Agreement shall be made available to City or the Federal Government, or their designees or agents, at any time during normal business hours, as often as City or Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data and records. Any deficiencies noted in audit reports must be fully cleared by County Corp within thirty (30) days after notice thereof. Failure of County Corp to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. County Corp hereby agrees to have an annual audit conducted in accordance with current City policy concerning County Corp audits. County Corp shall also comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection.

County Corp shall allow City to conduct on-site monitoring, tests, and inspections at such time as proposed in a written notification requesting a monitoring visit. County Corp shall provide to City such statements, records, reports, and other information as City may request at the time of scheduled monitoring visits and in such format and detail, as City shall specify.

7. Property Records

County Corp shall maintain, as may be applicable, real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 560.503 (b) (8) and 2 CFR Part 200, as applicable.

C. Reporting Procedures

1. Program Income

County Corp shall report no less than quarterly all "Program Income," as defined at 24 CFR Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program Income by County Corp shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, County Corp may use such Program Income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any such Program Income balance on-hand. All unused Program Income shall be returned to City at the end of the term of this Agreement. Any interest earned on cash advances from the City or from funds maintained in revolving loan accounts are not Program Income and shall be remitted promptly to City.

2. Indirect Costs

No indirect costs will be charged.

3. Payment Procedures

The City will pay to County Corp funds available under this Agreement based upon information submitted by County Corp and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by County Corp, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and Program Income balances available in County Corp accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of County Corp.

4. Progress Reports

County Corp shall submit regular Progress Reports to City in the form, content, and frequency, as required by City and specified in Exhibit A.

D. Procurement

1. Compliance

County Corp shall comply with current City policies concerning the purchase of equipment, goods, services, and shall maintain inventory records of all non-expendable personal property, as defined by such City policies as may be procured with the CDBG funds provided herein. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to City upon termination or expiration of this Agreement.

County Corp shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D, Procurement, and shall subsequently follow

Property Management Standards as modified by 2 CFR 200, Subpart D, covering utilization and disposal of property.

2. OMB Standards

Unless specified otherwise within this agreement, County Corp shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-200.326.

3. Travel

County Corp shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, and 570.505, as applicable, which include but are not limited to the following:

1. County Corp shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under County Corp's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 2 CFR 200.310-200.316 until five (5) years after expiration of this Agreement. If County Corp fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, County Corp shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. County Corp may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by County Corp for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

County Corp agrees to comply with all local and state civil rights statues, rules, regulations and ordinances, and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

County Corp agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 270.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

County Corp shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.

County Corp shall adhere to all non-discriminatory provisions of the contract between the City of Miamisburg and Montgomery County as noted herein, more specifically Section 12 of said Contract entitled "Non-Discrimination."

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, County Corp shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. County Corp, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

County Corp shall comply with any federal regulations or orders issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the disabled in any federally assisted program. The City shall provide County Corp with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

County Corp agrees that it shall be committed to carry out, pursuant to the City's specifications and/or Montgomery County's specifications, an Affirmative Action Program keeping with the principles provided in the President's Executive Order 11246 of September 24, 1966. Affirmative Action guidelines maybe provided to County Corp to assist in the formulation of such program. County Corp shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Businesses

County Corp will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. County Corp may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

County Corp shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

County Corp will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of County Corp's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

County Corp will, in all solicitations or advertisements for employees placed by or on behalf of County Corp, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

County Corp will include the provisions of this Paragraph's Section A, Civil Rights, and Section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

County Corp is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or inherently religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards

County Corp agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. County Corp agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. County Corp shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

Davis-Bacon requirements will not be applicable as work is being performed on single-family housing units.

D. Conduct

1. Assignability

County Corp shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to County Corp from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

2. Subcontracts

a. Approvals

County Corp shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

b. Monitoring

County Corp will monitor all subcontracted services on a regular basis to assure contract compliance. Evidence of noncompliance shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

County Corp shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

County Corp shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

3. Hatch Act

County Corp agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

County Corp agrees to abide by the provisions of 24 CFR 84.42, 24 CFR 85.36, and 570.611, which include (but are not limited to) the following:

- a. County Corp shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer, or agent of County Corp shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, County Corp, or any designated public agency.

5. Lobbying

County Corp hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of Paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S.C. and 2 CFR 200.450. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)** and not more than **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

County Corp agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

County Corp shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Environmental Review

Miamisburg shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.) as it is applied at 24 CFR Part 58, including any requirements that may be imposed as a result of its responsibility for environmental review, decision-making, and action under NEPA Home. Miamisburg will work with Montgomery County to submit a copy of an Environmental Review & Assessment for each project address as required in 24 CFR Part 58.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), County Corp shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national flood insurance program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

County Corp agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR, Part 570.608 and 24 CFR, Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

ARTICLE IX. HISTORIC PRESERVATION

County Corp agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the City and/or State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The City and/or State must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

ARTICLE X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XI. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XII. WAIVER

The City's failure to act with respect to a breach by County Corp does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver or such right or provision.

ARTICLE XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and County Corp for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and County Corp with respect to this Agreement.

ARTICLE XIV. REFERENCES TO LAW

All references to federal, state or local laws, regulations, or orders contained in this Agreement shall include any and all subsequent amendments, modifications, additions or other changes as may be enacted or codified by the proper governmental authority during the term of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City and County Corp, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

CITY OF MIAMISBURG, OHIO

COUNTY CORP

City Manager

By: _____

Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

City Attorney

ORDINANCE NO. 6987

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg participated in the 2022 Southwest Ohio Regional Refuse Consortium Invitation to Bid for the collection, transportation and disposal of residential solid waste and recyclable materials; and

WHEREAS, Rumpke of Ohio, Inc. was determined by the consortium to be the lowest and best bidder by the Southwest Ohio Regional Refuse Consortium.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to execute a contract with Rumpke of Ohio, Inc. for residential solid waste and recyclable materials collection and disposal as set forth in the specifications of the Southwest Ohio Regional Refuse Consortium Invitation to Bid.

Section 2.

The City Manager is hereby authorized to pay Rumpke of Ohio, Inc. according to the rates set forth in accordance with the terms of the contract with respect to the Alternate Bid.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date to provide trash removal services, therefore, this measure shall take effect and be in force from and after its passage.

Passed: September 20, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins
Michelle L. Collins, Mayor

AN ORDINANCE APPROVING PROJECT CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) AND DECLARING AN EMERGENCY.

CONSENT LEGISLATION

Rev. 8/5/2022

PID No. 117554
STW Municipal Bridge Inspections

The following is an Ordinance enacted by the City of Miamisburg, Montgomery County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I – Project Description

WHEREAS, the LPA has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

NOW THEREFORE, be it ordained by the City of Miamisburg of Montgomery County, Ohio.
LPA

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V – Project Duration and Consent Applicability

The project is based on the available funds provided by ODOT aimed at assisting the LPA in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated LPA Contractual Agent via email sent by ODOT Office of Structural Engineering (OSE).

ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated LPA Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email if from the designated LPA Contractual Agent.

SECTION VI – Authorization of Project

I, City Manager of said City of Miamisburg, is hereby empowered on behalf of the
(Contractual Agent) (LPA)

City of Miamisburg to provide written authorization via email to the Director of Transportation
(LPA)

to complete the above described project and any renewals.

Passed: September 20, 2022.

(Date)

Attested: Keri Connor
(Clerk)

Attested: Keri Connor
(Clerk)


City Manager
Michelle Callahan
Mayor

The Ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Miamisburg of Montgomery County, Ohio

I, Kim Combs, as Clerk of the City of Miamisburg, of Montgomery County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No 6988 adopted by the legislative Authority of the said City of Miamisburg on the 20 day of September, 2022.

That the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance No 6988 Page

Record No.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 20 day of September 2022.

Kim Combs

(Clerk)

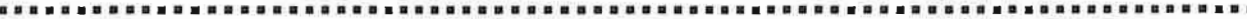
(CITY SEAL)

City of Miamisburg, Montgomery County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described for the City of Miamisburg, Montgomery County, Ohio.
(LPA)

Attested: _____ Date _____
(Contractual Agent)



For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

EXHIBIT A

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554

Scope of Services Meeting Date: **/**/**
Approved Final Scope of Services Minutes Date: **/**/**

GENERAL ENGINEERING SERVICES Central Office, Office of Structural Engineering Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for Level 1 Bridge Inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	192	178	26	0	396
Multi-Span	24	20	31	14	89
Culvert	119	29	1	0	149
Truss	0	1	3	0	4
Fracture Critical Inspection	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Load Rating**	108	99	29	7	243

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L =< 20'	20' < L =< 60'	60' < L =< 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

**General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554**

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000
SP02 \$530,000
SP03 \$570,000
SP04 \$590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

Price Proposal Due Date: **//****

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.

2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.

3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.

- a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
- b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
- c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).

4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.

- a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
 - b. Use an elevation view for trusses.

- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

ORDINANCE NO. 6989

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO ADDENDUM EIGHT (8) TO THE MASTER CONTRACT WITH BARGE DESIGN SOLUTIONS, INC. FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES PERTAINING TO THE EVANS AVE. AND GENETTA DR. SANITARY SEWER REPLACEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, on March 21, 2017 the City authorized a Master Contract for Professional Engineering Services with Barge Design Solutions, Inc. for professional engineering services related to the wastewater system improvements associated with implementation of the Wastewater Collection and Treatment Facilities General Plan Update; and,

WHEREAS, the work must begin as soon as possible to ensure timely compliance with the Ohio EPA permit schedule and to maintain the City's wastewater system preserving the health and safety of the public; and,

WHEREAS, the professional engineering consulting firm of Barge Design Solutions, Inc. has been selected as the City's pre-qualified professional engineering consultant for wastewater utility work due to their practical technical approach and thorough understanding of the City's wastewater system.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.


The Addendum Eight (8) proposal submitted by Barge Design Solutions, Inc. in the amount of \$85,000 for Construction Administration and Inspection services pertaining to the Evans Ave. and Genetta Dr. Sanitary Sewer Replacement Project is hereby determined to be necessary to implement the Wastewater Master Plan improvements.

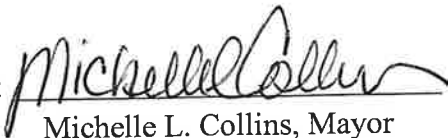
Section 2.

The City Manager is hereby authorized to sign Addendum Eight (8) with Barge Design Solutions, Inc. for Construction Administration and Inspection services pertaining to the Evans Ave. and Genetta Dr. Sanitary Sewer Replacement Project in the Scope of Services attached hereto and marked as Exhibit A at a cost not to exceed \$85,000.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the professional engineering services are needed at the earliest possible date to ensure timely compliance with the Ohio EPA permit schedule, therefore, this measure shall take effect and be in force from and after its passage.

Passed: October 4, 2022 Attested: 
Kim Combs, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

**ADDENDUM 8 TO
AMENDED AND RESTATED MASTER CONTRACT
FOR PROFESSIONAL ENGINEERING SERVICES**

This Addendum is executed this ____ day of _____, 2022, in connection with the Master Professional Services Agreement between the **City of Miamisburg, Ohio** ("OWNER") and **Barge Design Solutions, Inc.** ("ENGINEER") dated as of March 21, 2017 (the "Agreement") which is incorporated herein by reference and made a part hereof. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. In the event a term of this Addendum conflicts with a term of the Agreement, the terms of this Addendum shall prevail.

SCOPE OF SERVICES:

The ENGINEER will provide services for the Project as further provided on Exhibit A attached hereto and incorporated herein by reference (the "Services").

COMPENSATION:

The OWNER will compensate ENGINEER for the Services as follows:

Total Compensation Maximum Price for Evans Ave. and Genetta Dr. Sanitary Sewer Replacement Construction Services	\$ 85,000.00
Estimated Reimbursables (included in total price above)	
Direct Expenses: Mileage, shipping, copying and miscellaneous (at cost)	\$ 5,500.00

SCHEDULE:

The ENGINEER shall perform the Services commensurate with the project final completion date as summarized on Exhibit B attached hereto. Time for performance shall be extended as necessary to correspond with the construction project schedule.

IN WITNESS WHEREOF, the parties hereto have made and executed this ADDENDUM the day and year indicated herein:

Attest:

CITY OF MIAMISBURG, OHIO

Witness

By: _____
Name: Keith D. Johnson
Title: City Manager

Attest:

BARGE DESIGN SOLUTIONS, Inc.

Witness

By: _____
Name: C. Christopher Brown, PE
Title: Vice President

EXHIBIT A
SCOPE OF SERVICES
Construction Services for
Evans Ave. and Genetta Dr. Sanitary Sewer Replacement
City of Miamisburg, Ohio

ENGINEER will provide construction administration and construction observation during the construction phase of the Miamisburg Collection System improvements, specifically the Evans Ave. and Genetta Dr. Sanitary Sewer Replacement in this scope. In summary, these services include:

- ◆ Construction contract administration.
- ◆ Resident Project Representation observation.
- ◆ Meetings and communication with contractors, utilities, regulatory agencies and other third parties.
- ◆ Document management.
- ◆ Shop drawing reviews and material/equipment reviews.
- ◆ Request for Information (RFI) responses.
- ◆ Review proposed change orders and change authorizations for intent, cost, and schedule impact.

A detailed summary of these services is included in the following tasks.

TASK 1-- CONSTRUCTION ADMINISTRATION

1A - CONSTRUCTION COORDINATION AND MEETINGS

- *Pre-Construction Meeting.* Upon contract Award, ENGINEER will coordinate with OWNER and arrange for a pre-construction meeting with the contractor. The contractor will be advised of the procedural requirements for execution of the work, organization, line of authority and communication with OWNER, work plan and progress, quality control, shop drawings and other submittals, field operations (concrete placement, etc.), cost control, construction contract compliance, and other special administrative issues.
- *Monthly Progress Meetings.* Monthly progress meetings with the Contractor and OWNER to discuss progress, review shop drawings and RFI status, and coordinate construction activities. A four-week work plan will be requested from the Contractor and discussed prior to the conclusion of each monthly progress meeting.
- *Coordination City Staff.* For routine interfaces, the ENGINEER will coordinate with the operations and maintenance staff to establish any procedures that facilitate the contractor's access without adverse effect on other projects or system operations.

1B - DOCUMENT CONTROL AND SUBMITTALS

- *Document Management.* A computerized document control system will be utilized specifically for records management. Correspondence, submittals, deliverables, and other documents will be organized, and timely responses assured, through a database log which provides accountability by assigning and tracking reply responsibility and due date.
- *Response to RFIs.* Upon receipt of a request, the ENGINEER will coordinate and provide expedient response from the Design Team. A log will be maintained to track the status of

- each RFI (estimated 10 RFIs).
- *Shop Drawing Review.* All construction related shop drawings will be reviewed for conformance with contract requirements (maximum of 20). A list of all required shop drawing submittals will be developed at the start of construction and reconciled with the contractor's compiled list, based on a comprehensive review of the contract documents. A list of all outstanding shop drawing submittals and all long-lead submittals will be generated monthly and distributed to the contractor for action, with duplicate copies to the OWNER.
 - *Changes and Claims Management.* To resolve changes and claims quickly and fairly, ENGINEER will monitor the project to identify issues early, when they can be more easily resolved. Potential issues will be tracked through a computerized database. Contractor claims will be reviewed for entitlement based on contract provisions, supporting documentation and field observations and records. When entitlement is verified, an independent change estimate will be prepared and reconciled with the contractor's quotation to identify variances, which require negotiation. Appropriate documentation of the change order will be prepared, and actual expenditures will be verified if reimbursable changes are authorized. Assumes preparation of 2 change orders during the project.
 - *Schedule Reviews.* Our overall objective in reviewing contractor schedules is to ensure that the schedules portray both the work and progress accurately and without bias. Our schedule review commences with the contractor's initial master time schedule, to assure that the schedule will be suitable for effective progress monitoring. After the baseline plan revision is established, ENGINEER will monitor progress against the baseline plan, identify potential delays or adverse trends requiring corrective action, identify upcoming interfaces that will require OWNER's action, and assure that schedule revisions meet contract requirements. Monthly reports will be provided to OWNER to indicate the current construction status and identify actions that would enhance or impact the project's cost or schedule. ENGINEER will also utilize the progress schedule to review and analyze any contractor delay claims or requests for time extensions and will recommend an appropriate resolution.
 - *Progress Payments.* Management of the contractor payment process is one of the OWNER's most effective tools in assuring that performance meets expectations as identified in the contract requirements. At project inception, ENGINEER will review the contractor's proposed schedule of values (SOV) to assure that they fairly reflect anticipated costs. On a monthly basis, ENGINEER will work with OWNER to independently review the project's schedule status and construction work in place, to develop a progress payment recommendation based on the value of work completed. In addition, process WPCLF reimbursement requests for the OWNER to DEFA on a monthly basis.
 - *Final Inspection.* ENGINEER will evaluate project status and prepare substantial completion documentation. Final inspection will be conducted and punch list prepared. ENGINEER will prepare final completion documentation once punch list items are complete.

1C – CONTRACT DOCUMENTS / RECORD DRAWINGS

- *Contract Documents.* Prepare and coordinate execution of all contract documents based on addenda changes to the documents during the bid phase. Make and distribute hard

copies of contract "conformed" documents for OWNER and Contractor(s) (up to 4 sets) and electronic copies.

- *Record Drawings.* A record copy of the Construction Contract Documents will be maintained by the Contractor. Documents will be annotated to reflect all changes made during the construction process and dimensioned for quick location of underground structures and utilities. ENGINEER will review the Contractor's record drawings on a monthly basis.

TASK 2 — CONSTRUCTION OBSERVATION

2A — RESIDENT PROJECT REPRESENTATIVE

- *Resident Project Representative.* Resident Project Representative (RPR) will be provided to monitor progress and conduct on-site observations of the Contractor's work to determine if the work generally conforms to the construction contract documents, and that the design concept has been implemented and its integrity preserved by the Contractor. The RPR will work with OWNERs staff, including the designated on-site representative to observe and document construction activities. The RPR will also witness and accept required field tests prior to acceptance. ENGINEER will monitor contractor performance and progress, quality control, cost, and other particular requirements of the contract. RPR effort is estimated based on 40 hours per week for the 6-month construction period.

2B — ADDITIONAL OBSERVATION AND SERVICES

Depending on the specific construction activities that are being performed, additional on-site observation and other services will be provided. These services will include the following:

- *On-Site Observation.* Additional personnel (discipline engineers involved in the design) will be on-site to observe / inspect specific construction activities.

TASK 3 — PERFORMANCE CERTIFICATION

ENGINEER shall assist OWNER in correcting unforeseen operational problems for a period of one year from the date of substantial completion. ENGINEER shall prepare and present a One Year Certification Report to the OWNER which shall include a summary of the previous year's operating results, a discussion of problems incurred and their solution. Performance certification will be submitted to OEPA for approval as required.

ASSUMPTIONS

Our construction engineering and field observations scope and effort are based on the following assumptions:

- The construction phase effort, including engineering and field observations is based on 6-month construction period. However, field work will be actively going on for a total of 5 months.
- The cost for any additional engineering services, which result from extraordinary contractor acceleration, any individual contract time extensions, revisions to contract drawings or specifications, changed conditions, or Contractor initiated substitutions/proposals, will need to be provided through an amendment to ENGINEER'S contract.

- All surveying required during construction will be provided by the contractor.
- Materials testing services will be included in contractor's scope of work. Testing is not included in this scope of work.

EXHIBIT B

PROJECT SCHEDULE AND MEETINGS

ENGINEER has estimated the following target dates for key milestones based on the assumption of a December 2022 OWDA Board approval of construction loan.

Task/Milestone	Target Date
Contractor NTP	November 2022
Substantial Completion	April 2023
Final Completion	May 2023

ORDINANCE NO. 6990

AN ORDINANCE TO CERTIFY SPECIAL ASSESSMENTS FOR THE DELINQUENT CHARGES FOR THE CUTTING AND REMOVAL OF WEEDS, VEGETATION AND/OR GRASS AND SEWER SERVICES, THE CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO, TO THE COUNTY AUDITOR OF SAID COUNTY FOR THE COLLECTION THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the owner(s) of properties indexed on the list that is attached (Exhibit A & B) hereto and made a part of this Ordinance being lots along various streets in the municipality, have been provided with written notice to cut and remove weeds, vegetation and/or grass, and pay sewer charges; and

WHEREAS, the owner(s) of properties indexed on the list that is attached hereto (Exhibit A & B) and made a part of this Ordinance being lots along various street in the municipality have failed to comply with said notices and the City of Miamisburg then caused said cutting and removal of weeds, vegetation and/or grass, and sewer charges; and

WHEREAS, all expenses and costs received were paid out of Municipal funds; and

WHEREAS, these delinquent charges can be recovered by certification to the Montgomery County Auditor's Office for placement on the next property tax duplicate of the owner(s) of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1

All unpaid charges in the amounts and for the benefit of the respective properties listed in Exhibit A & B to this Ordinance, which Exhibit A & B is hereby expressly made a part of this Ordinance, are to be placed upon the tax duplicate by the County Auditor of Montgomery County, Ohio, and collected as other taxes are collected by the County Treasurer of Montgomery County, Ohio, as provided by law.

Section 2

Pursuant to Section 319.61 of the Revised Code of Ohio, a copy of this Ordinance with Exhibit A & B shall be certified to the County Auditor of Montgomery County, Ohio, by the Clerk of Council within twenty (20) days of its adoption.

Section 3

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council authorization is needed at the earliest possible date to meet the assessment deadline of the Montgomery County Auditor's Office; therefore, this measure shall take effect and be in force from and after its passage.

Passed: October 18, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved:

Michelle Collins
Michelle Collins, Mayor

CITY OF MIAMISBURG TAX ASSESSMENT
FROM AUGUST 1, 2021 THROUGH SEPTEMBER 1, 2022
EXHIBIT A

PARCEL ID	PROJECT CODE NUMBER	TAX YEAR	CHARGE
K46 00719 0005	31-500	2022	\$ 3,750.00
K46 00221 0020	31-500	2022	\$ 3,750.00
K46 00221 0021	31-500	2022	\$ 3,750.00
K46 00222 0068	31-500	2022	\$ 4,625.00
K46 00116 0005	31-500	2022	\$ 2,625.00
K46 00331 0048	31-500	2022	\$ 2,625.00
K46 00331 0108	31-500	2022	\$ 1,225.00
K46 00216 0003	31-500	2022	\$ 2,000.00
K46 00216 0037	31-500	2022	\$ 375.00
K46 00904 0032	31-500	2022	\$ 875.00
K46 00220 0079	31-500	2022	\$ 1,500.00
K46 00335 0031	31-500	2022	\$ 1,000.00
K46 01214 0021	31-500	2022	\$ 2,200.00
K46 00335 0002	31-500	2022	\$ 2,250.00
K46 00111 0015	31-500	2022	\$ 2,250.00
K46 00111 0021	31-500	2022	\$ 375.00
K46 00335 0047	31-500	2022	\$ 1,500.00
K46 00217 0045	31-500	2022	\$ 2,250.00
K46 00112 0117	31-500	2022	\$ 2,250.00
K46 00112 0143	31-500	2022	\$ 375.00
K46 00408 0003	31-500	2022	\$ 1,875.00
K46 00216 0024	31-500	2022	\$ 500.00
K46 00338 0024	31-500	2022	\$ 1,500.00
K46 00222 0094	31-500	2022	\$ 500.00
K46 00112 0099	31-500	2022	\$ 3,315.95

\$ 49,240.95

CITY OF MIAMISBURG TAX ASSESSMENT

DELINQUENT SEWER CHARGES

EXHIBIT B

PARCEL ID	PROJECT CODE NUMBER	TAX YEAR	CHARGE
K46 01202 0004	31-100	2022	\$5,092.55

ORDINANCE NO. 6991

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE KLEINGERS GROUP TO PROVIDE PROFESSIONAL SERVICES FOR DESIGN AND ENGINEERING SERVICES FOR THE SYCAMORE TRAILS PARK IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg intends to make improvements to the public property, located at 214 South Heincke Road, named Sycamore Trails Park; and

WHEREAS, the City of Miamisburg has worked with the Kleingers Group to create an updated master plan and concept layout for the park; and

WHEREAS, the City of Miamisburg wishes to obtain construction-level schematic documents, including fully engineered plans in order to make improvements aligned with the concept plan.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is authorized to enter into a contract with The Kleingers Group for design and engineering services for the Sycamore Trails Park Improvement Project, at a cost not to exceed \$430,930.

Section 2.

The sum of \$430,930 is hereby set aside within the Capital Improvement Fund, in account number 360.624.54603. A General Fund transfer will be made from 110.129.57864 to the Capital Improvement Fund.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date due to ensure the complete design services are finished to allow for construction to occur at the earliest date possible, therefore, this measure shall take effect and be in full force from and after its passage.

Passed: October 18, 2022

Attested: _____

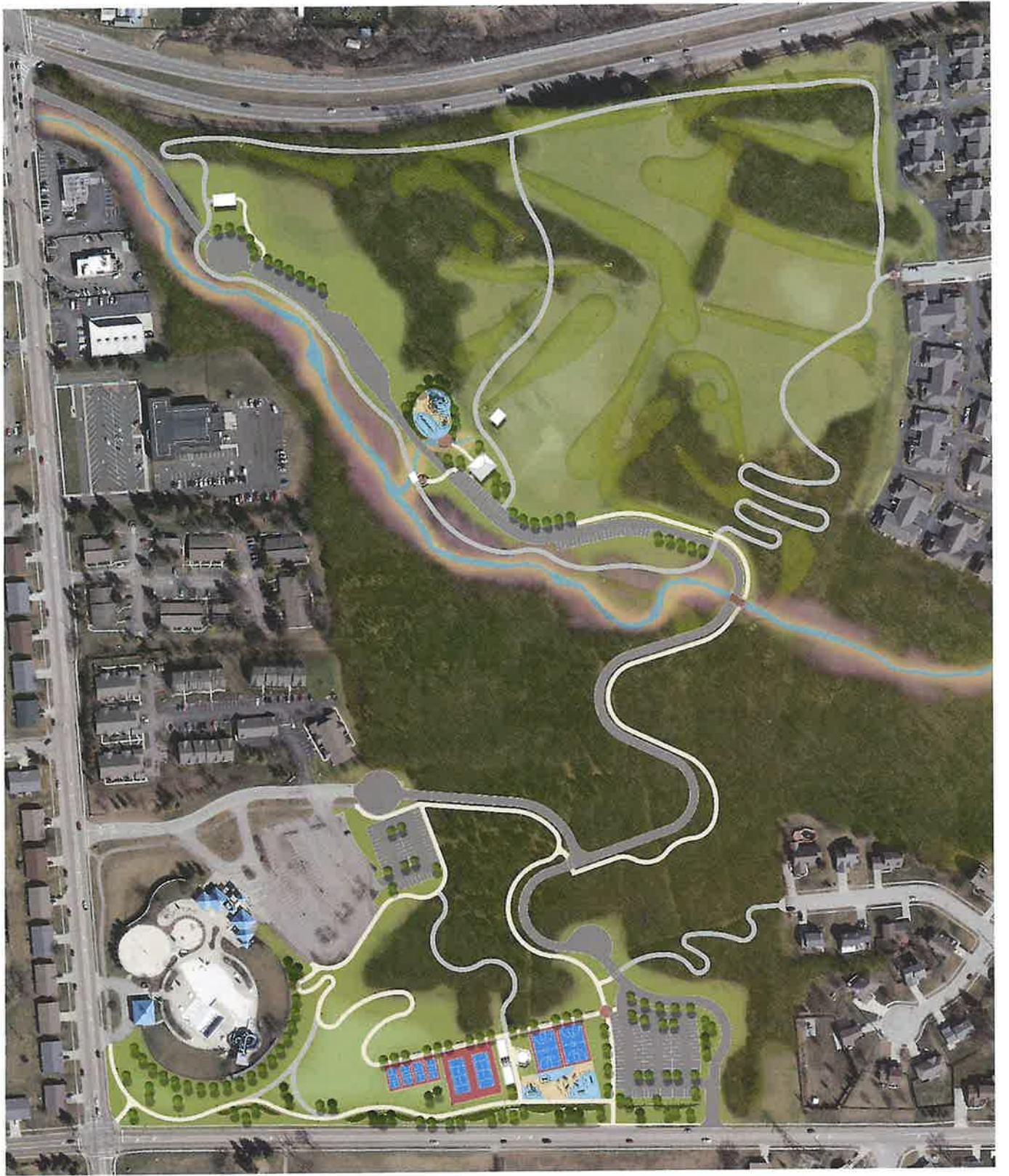
Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Mayor Michelle L. Collins

Michelle L. Collins, Mayor



ORDINANCE NO. 6992

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Water System Master Plan, developed in 2006, is in need of an update to reflect current utility demands and plan for future needs; and,

WHEREAS, Arcadis U.S., Inc. has been selected as the engineering consultant having the knowledge, skills, abilities and experience necessary to comprehensively and effectively evaluate the water system and formulate recommendations for the City's water treatment and distribution systems; and,

WHEREAS, the Water System Master Plan update is vital in establishing Capital outlay for future years and to maintain eligibility for various funding sources that assist in the City's ability to construct infrastructure improvement necessary to preserve the health and safety of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

Addendum 16 to The Master Professional Services Agreement with Arcadis U.S., Inc. at a cost not to exceed \$225,000, is hereby determined to be necessary for management and oversight of the City's water treatment and distribution systems.

Section 2.

The City Manager is hereby authorized to enter into an agreement with Arcadis U.S., Inc. for engineering services as delineated in the Scope of Services attached hereto and marked as Exhibit A at a cost not to exceed \$225,000.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the professional engineering services are needed at the earliest possible date to ensure eligibility for project funding, therefore, this measure shall take effect and be in force from and after its passage.

Passed: November 1, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

EXHIBIT A

ADDENDUM NO. 16

TO

MASTER PROFESSIONAL SERVICES AGREEMENT

This Addendum is executed this 26th day of August 2022, in connection with the Master Professional Services Agreement between the **City of Miamisburg, Ohio** ("OWNER") and **ARCADIS U.S., Inc.**, ("ENGINEER") dated as of January 23, 2014 (the "Agreement") which is incorporated herein by reference and made a part hereof. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. In the event a term of this Addendum conflicts with a term of the Agreement, the terms of this Addendum shall prevail.

SCOPE OF SERVICES:

The ENGINEER will provide preliminary engineering services for the **Water System Master Plan Update** as further provided in Exhibit A attached hereto and incorporated herein by reference (the "Services").

COMPENSATION:

The OWNER will compensate ENGINEER for the Services as follows:

Task 1 - Project Management	\$ 25,000
Task 2 - Water System Data Review & Water Model Update	\$ 35,000
Task 3 - Hydraulic Model Calibration	\$ 40,000
Task 4 - Future Demand Projections	\$ 18,000
Task 5 - Hydraulic Analysis for System Deficiencies	\$ 34,000
Task 6 - Review of Facility and Infrastructure Improvements	\$ 48,000
Task 7 - Soil Sampling and Inventory Development	<u>\$ 25,000</u>
Compensation Maximum Price	\$ 225,000

SCHEDULE:

The ENGINEER shall complete the Services in accordance with the schedule attached hereto as Exhibit B and incorporated herein by reference (the "Schedule").

IN WITNESS WHEREOF, the parties hereto have made and executed this ADDENDUM the day and year indicated herein:

Attest:

CITY OF MIAMISBURG, OHIO

Witness

By: _____
Name: Keith D. Johnson
Title: City Manager

Attest:

ARCADIS U.S., Inc.



Witness

By: 

Name: Brad Olson, PE
Title: Vice President

EXHIBIT A
SCOPE OF SERVICES – ADDENDUM NO. 16

City of Miamisburg, Ohio
Water System Master Plan Update

ARCADIS U.S., Inc., will provide updates to both the City's hydraulic model and water master plan to reflect current conditions and recommend system improvements over three future planning horizons (future years to be determined based on discussions with the City). The goals of this project are the following:

- Update and re-calibrate the City's water system hydraulic model to reflect the existing system
- Develop future demands to allocate into the model for three future planning horizons. Possible future horizons include 5-year, 10-year, and 20-years.
- Perform hydraulic analyses to determine system deficiencies under the existing system and future planning years
- Conduct a pumping and storage gap analysis based on existing and future demands
- Review water system facility maintenance and improvement needs
- Conduct soil sampling and develop a soil inventory database for tracking locations of corrosive soil within the water distribution network
- Develop a prioritized list of recommended improvements in a capital improvements plan (CIP), including planning level cost estimates

Task 0 – Project Management

Provide project management of the overall study through the completion of the evaluation and recommendation. This includes participation in and provided meeting minutes for the following meetings:

Kickoff Meeting – Define goals and objectives, establish success criteria, review available information, and identify lines of communication and protocol.

Progress Meetings –Progress meetings with the City to review progress and address any questions

Final Recommendations Meeting – Meeting to convey the findings of the study, discuss recommended alternatives, and address any questions or concerns.

City Council Meeting – Informational meeting with City Council to assist the Council with understanding the evaluation and recommended alternative.

Task 1 – Water System Data Review and Model Update

Arcadis will perform a comprehensive review of the City's existing water distribution system model and will update model elements as needed. The model was last fully updated in 2014/2015 and that model will be the starting model for this effort. This task will include the review and update of distribution water mains, facilities, demands and demand patterns, control rules, and initial settings.

Model Pipes and Facilities Review

The model pipes will be reviewed and updated based on the latest water system GIS and any recent as-built drawings. Water main improvements constructed between 2014-2022 will be updated in the model. New model junctions will be assigned elevations using contour shapefile data. InfoWater network review/fix tools will be used to ensure appropriate hydraulic network connectivity.

Pumps, tanks, and valves in the model will be reviewed and model updates performed, with particular focus on the facilities improvements constructed between 2014-2022. This step includes reviewing model pump curves, facility piping, tank elevations and dimensions including variable area curves, and valve settings such as open, closed, pressure settings, and controls.

Model Water Demands and Demand Patterns

The water demands and demand patterns in the model will be updated to reflect current conditions. Annual average demand per water customer will be calculated using a recent year of customer billing data. Average water customer demands will be allocated to the appropriate spatial locations in the model, using geocoded locations of the water customers. Demand patterns will be calculated and applied in the model. Demand patterns will be developed using hourly SCADA data from pump station flows and tank levels, calculating the hourly water consumption in each pressure zone. Finally, non-revenue water will be applied to the model nodes, by comparing the annual difference in water supplied to the system and billed water consumption.

Model Control Rules and Initial Settings

Model control rules and initial settings will be reviewed and updated, if needed. The control rules typically include pump on/off status based on tank level set points and valve settings or open/closed status based on hydraulic conditions. Arcadis proposes to have a workshop with City operations staff to confirm the typical operation of the distribution system, so that modeled control rules and initial settings match current system operation. These control rules and initial settings will be applied to model scenarios used in the hydraulic analyses to identify system deficiencies.

Task 2 – Hydraulic Model Calibration

The purpose of model calibration is to confirm accurate simulation of system performance in the model. Observed data for model calibration will include SCADA tank levels, pump stations flows and discharge pressures, as well as any other SCADA facility data available. Model calibration will compare model-predicted hydraulic results to field observed data. Model adjustments will be performed as needed to bring model results in alignment with the observed SCADA data.

One component of the model calibration will include a field data collection plan that will be prepared in collaboration with City staff. The field data collection will include ten temporary pressure monitoring locations (hydrant pressure recorders, or HPRs). Locations will be selected to provide additional insight into the system operation and supplement the SCADA data as observed data for calibration. Pressure monitoring may be performed at locations far from SCADA locations, sites near large water users that greatly impact the overall demands and operation, or locations where the City believes there may be hydraulic issues.

Model calibration will be conducted under an extended period simulation (EPS) for an average demand day (ADD), and a maximum demand day (MDD). One of the EPS scenarios will be selected from the time period of pressure recording, and the other EPS scenario will be selected from a historical day to capture the range of ADD and MDD conditions. The purpose of the ADD and MDD calibration days will be to demonstrate the model can appropriately represent actual system operations and make calibration adjustments to the model as needed.

Following field data collection from HPRs and compiling SCADA data from facilities, the model will be set up for each calibration simulation. Setting up the calibration simulations includes several steps. First, the system demands will be scaled to match the actual demands from that specific calibration day. Next initial tank levels are set in the model to match the SCADA tank levels at the start of the simulation. Then, operational control rules are created specific to the calibration day, to turn on/off pumps to match SCADA on/off times, as well as any variable operation of valves or other facilities. Lastly, the finished water pumping to the system will be set up in the model to represent the calibration period. Once the calibration scenario is simulated, model tank levels, pump station flows and pressures, HPR locations' modeled pressures, and any other calibration locations are compared to SCADA data and HPR field pressure data. These calibration comparisons are evaluated for both a qualitative goodness of fit comparison, as well as quantitative calibration criteria.

Based on the calibration comparisons, calibration adjustments are made to improve the comparisons between modeled and observed data. Calibration adjustments may include, but are not limited to, pump curve adjustments, adding minor losses representing head losses on facility piping, valve status improvements (correcting valves' open, closed, or setting), correcting tank dimensions and/or elevations if needed (including confirming level gauges' elevation datum in a facility), updating any system operations to better match observed data, adjustments to demands and/or demand patterns, adjustments to pipe C-factors for pipe roughness, and possibly adjustments to hydraulic network pipe connectivity.

Task 3 – Future Demand Projections

Future demand projections will be developed for the three future planning horizons. These future demand projections will be applied in the model to evaluate future system improvements. Arcadis will work closely with the City to review parcel and land development information to estimate which parcels will be developed in the future, the type of development (residential, commercial, large user, etc.), and estimated timeframe for when that development will occur.

Next, water usage factors will be applied to these land development projections. Water usage factors are typically water consumption (gpd) per area (acres), which may be based upon per capita water usage and development density. Water usage factors can be developed from the recent customer billing data or other information from the City.

Based on the land development projections and water usage factors, future demands will be allocated in the model. Future demands will be assigned an appropriate 24-hour diurnal demand pattern based on customer type. Each future planning year will be assigned to a unique water demand category, which allows model users to easily distinguish between current and future

demands applied in the model. Each year of current and future demands in the model will have scenarios for both average day demand and maximum day demand. Recent finished water production data will be reviewed to identify an appropriate maximum day peaking factor, or ratio of maximum day demands over average day demands.

Task 3 will also include a pumping gap analysis and storage gap analysis. These are desktop or spreadsheet analyses that identify additional pumping and/or storage needs under projected future demands and are performed for each pressure zone. The pumping gap analysis compares a pump station(s) firm capacity (largest pump out of service) to the maximum day demand for that pressure zone and identifies if additional pumping capacity is needed in a particular future planning year. The storage gap analysis compares the system's existing water storage volume per pressure zone to the total required storage volume per pressure zone, based upon needs for equalization storage, emergency storage, and fire flow storage. The system pumping and storage gap analyses will initially identify the additional pumping and water storage volume needs by pressure zone and by planning horizon, which will then be modeled to confirm sizing and potential locations for new facilities (if needed).

Task 4 – Hydraulic Analysis for System Deficiencies

The calibrated model will be used to identify system deficiencies. The City of Miamisburg has constructed a number of new water system improvements over the last decade, and these scenarios will demonstrate the benefits of those improvements as well as opportunities for future improvements to the system.

The system performance evaluation will be conducted under a maximum day demand simulations to determine hydraulic deficiencies and average day simulations for water age. These scenarios will include maximum day and water age simulations under each of three future planning horizons. Water model results under maximum day demands for each planning year will be compared to selected performance criteria for maximum pipe velocities, minimum and maximum junction pressures, and maximum pipe head loss gradient. The water-master plan will include maps summarizing these hydraulic performance criteria and hydraulic deficiencies for each planning year. Water model results will also be reviewed for acceptable pumps, tanks, and valves operations; this might include acceptable tank turnover, normal pump on/off cycles, and typical valve operation.

Water model results under average day demands will be conducted for water age. Water age is measured in hours or days, with the entry point of water into the distribution system representing an age of zero. Water age simulations can give a general indication of water quality in the distribution system, with older water age indicating potentially lower water quality, such as low chlorine residual and higher disinfection byproduct formation. Water age simulations are run for a duration long enough for water age to reach equilibrium values at all junctions and tanks, so the simulations are typically at least one week duration, or up to several weeks if needed. Maps of water age results will be prepared for each planning year, showing water age results at junctions and tanks as ranges of hours or days, such as 0-1 days, 1-2 days, etc.

Task 5 – Review of Facility and Infrastructure Improvements

Arcadis will meet with the City to discuss any facility maintenance and infrastructure improvements to include in the capital improvements plan (CIP). Planning level cost estimates will be developed for each of the improvements. Potential projects include:

WTP:

- Addition of RO cleaning tanks to be able to clean individual stages of the RO system
- Purchase of additional valves to have on-hand for critical non redundant points of failure
- Updates to the chemical feed pump controls for automatic re-set after a power failure

Booster Station

- Control upgrade at the Heinke Road BPS to connect backup generator to SCADA system.
- Site work at Benner Road BPS to remove septic tank and reconnect sewer drains to sewer system.

Task 6 – Soil Sampling and Inventory Development

Under this task an allowance of \$25,000 will be available for soil sampling testing as-needed by the City. Arcadis will provide coordination for soil sampling collection, hire a laboratory to conduct soil testing, and develop an inventory of soil sample results in GIS for spatial tracking of the information. Upon request, Arcadis can also assist with identifying locations of geologic significance that may contribute to pipe deterioration and make recommendations for testing sites. Maps of soil test results to be provided at the completion of the project or upon request.

Recommended Improvements and CIP Development

This task involves the development of recommended improvement projects by planning year in a CIP. This task will be a collaborative process with the City to discuss criteria for creating, scoping, prioritizing, and phasing of the recommended projects. For projects where alternatives are evaluated, Arcadis will work closely with the City to discuss the advantages and disadvantages of each alternative (including cost) to determine a final recommended project. Prioritization of projects will also be made considering immediate future development areas, necessary capacity upgrades, as well as partnering projects such as street improvements. Improvement recommendations and planning level costs will be developed for project to mitigate any system deficiencies. Hydraulic deficiencies may include pipes and junctions exceeding recommended performance criteria for maximum velocities, minimum and maximum pressures, and maximum head loss gradients. Other deficiencies may include system operations, tank turnover and water quality as indicated by water age, pumping operations, and storage and pumping capacities. Finally, a draft and final Water Master Plan Report will be prepared to document the analyses, findings, and decisions to support the recommended improvements and implementation strategy. The final report will incorporate any comments from the City. Updated model files will also be delivered to the City at the completion of the project.

ORDINANCE NO. 6993

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO PROCEED WITH THE PURCHASE OF CERTAIN PROPERTY ON SOLDIERS HOME ROAD PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE PURCHASE AGREEMENT BETWEEN THE CITY OF MIAMISBURG AND THE PROPERTY OWNER AND DECLARING AN EMERGENCY.

WHEREAS, the property has been identified as a potential wellfield for two additional raw water production wells to supplement the City's water supply and ensure future sustainability.

WHEREAS, well site approval has been granted by the Ohio Environmental Protection Agency (OEPA), and the property must be owned or controlled by the City as a condition of the approval.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is authorized to proceed with the purchase of property identified in Exhibit A pursuant to the terms and conditions set forth in the purchase agreement between the City of Miamisburg and the property owner; and

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the property acquisition is needed at the earliest possible date to comply with the conditions of the OEPA well site approval. Therefore, this measure shall take effect and be in force from and after its passage.

Passed: November 1, 2022

Attested: _____

Kim Combs
Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins, Mayor
Michelle L. Collins, Mayor

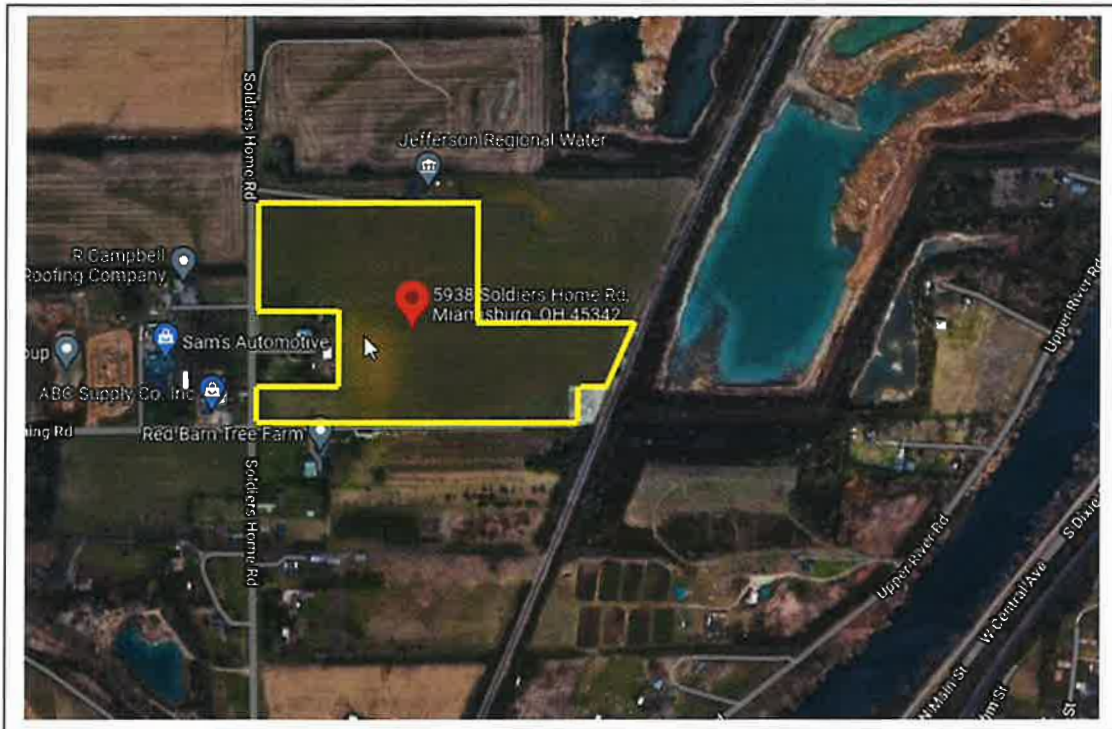
Property Purchase – Exhibit “A”

Property Description: 26.074 Acres Vacant Land
5938 Soldiers Home Road, Miamisburg
Montgomery County, Ohio 45342

Parcel Number: K46 00704 0001

Owner: Bowermaster Magdalene Trust

Purchase Price: \$500,000.00





Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

December 9, 2020

Re: City of Miamisburg
Plan
Approval
Well Site Approval
Drinking Water Program
Montgomery County
PWS ID: OH5701212
Package Number: 1398789

Mr. John B. Wagner
City of Miamisburg
302 South Riverview Avenue
Miamisburg, Ohio 45342

Subject: Well Site Approval for Wells 14 and 15; Facility ID#: 5756623; Community

Dear Mr. Wagner:

On Wednesday, November 18, 2020, John McDaniel and I met with you and David Reimer from the City and Scott Neikamp and Jason Abbott from Arcadis to review two well sites for proposed wells Well 14 and Well 15 to serve the City of Miamisburg. The proposed wells are located near the intersection of Soldiers Home Road and Manning Road at a latitude and longitude of 39.660555 N, -84.287773 for Well 14 and 39.659499 N, -84.287632 for Well 15. A map of the site showing the proposed well locations is attached and is being included herein for documentation. The proposed well site complies with the requirements of the Ohio EPA in accordance with Ohio Administrative Code (OAC) Chapter 3745-9 and the proposed well site is hereby accepted subject to the following conditions.

1. The sanitary isolation radius is determined from the estimated average daily water demand of 2,160,000 gallons per day per well (e.g., 1500 gpm). Based upon this, the owner of the water supply shall maintain ownership or obtain an easement or lease of all land within a 300-foot radius of any permanent production well installed at this site in accordance with OAC Rule 3745-9-04. The final isolation radius will be established as a condition of the well's final plan approval. Additionally, in order to maintain sanitary control of the isolation radius, verification of land ownership will be required at the time of plan approval.
2. The use of all land within this 300-foot isolation radius must conform to the requirements of the Ohio EPA. More specifically, this land shall be maintained such that no new potential sources of contamination are established within the isolation radius as determined under OAC Rule 3745-9-04. In addition, an inner management zone and drinking water source protection area will be identified for this well in the Source Water Assessment Report that will be prepared by Ohio EPA. OAC Rule 3745-9-04 outlines additional restrictions on what can be located within the isolation radius and the drinking water source protection area.
3. Well construction must comply with all Ohio EPA Water Well Standards, OAC Rules 3745-9-01 through 3745-9-09. You can view these rules on the internet at www.epa.ohio.gov/ddagw/rules.aspx.

The well must be properly grouted in accordance with OAC Rule 3745-9-07, which requires that all annular spaces be completely filled with grout from the ground surface to the bottom of the annular space. All annular spaces shall be of sufficient size so that the grout can be properly placed per OAC Rule 3745-9-05.

4. Submit a copy of the Pumping Test Report conducted as required by OAC Rule 3745-9-09(B)(6) prior to submitting detail plans. Send the Pumping Test Report to allison.reed@epa.ohio.gov.

In accordance with OAC Rule 3745-9-09(B), a pumping test must be performed to determine the performance of the well. The pumping test is to be conducted at the time the well is drilled. The pumping test shall be conducted in accordance with the following requirements:

- a) A step drawdown test shall be conducted in accordance with OAC Rule 3745-9-09(B)(4)(b) with at least three progressively increasing pumping rates of approximately equal duration in order to better determine the rate to be used for the constant rate test. The constant rate pumping test shall be conducted for at least 24 hours at a pumping rate of at least 1.5 times the anticipated permanent design pumping rate. In accordance with OAC Rule 3745-9-09(B)(4)(d), the constant rate test may be conducted at a lower pumping rate if the test is conducted at no less than 1.2 times the pump design rate and a demonstration is provided that supports the reasoning for the lower pumping rate.
- b) In accordance with 3745-9-09(B)(5), water level measurements shall be collected at specified intervals. Additionally, the aquifer test must include water level measurements from observation or surrounding wells.
- c) Well interference should be evaluated by a qualified ground water professional. This evaluation should include a longer-term constant rate test and preparation of a ground water flow model. Ohio EPA recommends completing a 72-hour constant rate pumping test to better evaluate aquifer conditions and water level responses in the field. As noted above, this information should be submitted to allison.reed@epa.ohio.gov prior to submitting detail plans.

OAC Rule 3745-9-09(B) should be consulted for additional requirements regarding the pumping test and pumping test reports.

5. Collect the samples for new well analysis at the end of the pumping test in accordance with OAC Rule 3745-9-09(C). Ensure the samples are analyzed at a laboratory certified by the State of Ohio and the sample results are submitted electronically to Ohio EPA. Notify Ohio EPA when the results are received. Ensure that Sample Monitoring Point (SMP) identifiers **RS014 and RS015** are used on the laboratory Sample Submission Report forms.
6. Detail plans prepared in accordance with OAC Chapter 3745-91 of well construction, upper terminal development, chlorination facilities, and any other treatment shall be approved by the Ohio EPA prior to placing the well and any associated treatment facilities into service. As a requirement of this detail plan approval, it will be necessary to submit the following, along with the three copies of the plans:
 - a. A copy of any deed or other document showing the ownership and sanitary control of the prescribed isolation area as required by OAC Rule 3745-9-04.
 - b. A copy of the well log that shall be filed with the Ohio Department of Natural Resources (ODNR) as required by Section 1521.05 of the Ohio Revised Code.
 - c. The well must be disinfected and bacteriologically tested in accordance with OAC Rule 3745-9-08. Results from two consecutive total coliform samples collected from the well at least 30 minutes apart and analyzed in an Ohio EPA certified lab must be provided with the detail plans.
 - d. Any applicable specifications required for Detail Plan Approval in accordance with OAC Rule 3745-91-04.

- e. A completed copy of the attached water supply data sheet as required by OAC Rule 3745-91-05.
- f. The Plan Approval Fees which is equal to \$150 plus 0.35% of the estimated water project cost, made payable to the Treasurer of the State of Ohio [$\$150.00 + (.0035 \times \text{estimated water project cost})$]. In addition, if the well is part of a public water system requiring a license under Chapter 6109 of the Ohio Revised Code, include a \$20 Well Log Fee in the fee calculation. Ohio EPA collects this fee for ODNR in accordance with Section 1521.05(G) of the Ohio Revised Code.
- g. OAC Rule 3745-87-02 requires each new water system proposing to provide water to the public to include a written description of their asset management program (AMP) with the submission of the general or detail plans required under OAC Chapter 3745-91. The AMP must demonstrate the technical, managerial and financial capability of the system and be accepted by Ohio EPA prior to construction.

OAC Rule 3745-87-02 requires any public water system applying for Drinking Water State Revolving Fund assistance to include a written description of the asset management program with the submission of the general or detail plans required under OAC Chapter 3745-91. The AMP must demonstrate the technical, managerial and financial capability of the system and be accepted by Ohio EPA prior to funds being allocated.

- 7. Additional treatment or another water source may be required depending on the results of the chemical analysis. Please note that if the proposed water system will include treatment then the corresponding waste stream(s) will need to be properly disposed. You will need to contact the Division of Surface Water at 937-285-6357 to discuss waste disposal methods.
- 8. Section 1521.16 of the Ohio Revised Code requires any facility with the capacity to withdraw 100,000 or more gallons per day register with the ODNR's Water Withdrawal Facilities Registration Program. If the capacity of the pump is greater than 70 gallons per minute, or the proposed pump in combination with the other well pumps in the well field is greater than 70 gallons per minute, the facility must register with the ODNR Water Withdrawal Facility Registration Program.

The capacity of the well pump(s) at this facility can withdraw over 70 gallons per minute or the proposed pump in combination with the other well pumps in the wellfield can withdraw over 70 gallons per minute, therefore you will be required to register with ODNR's Water Withdrawal Facility Registration (WWFR) Program. Please contact ODNR at (614) 265-6745 for registration information or see the ODNR webpage for WWFR information at: <http://water.ohiodnr.gov/water-use-planning/water-withdrawal-facilities-registration>.

- 9. A community water system that provides water to a political subdivision of Ohio and serves a minimum of two hundred and fifty people must develop a drinking water source protection plan or update a previously endorsed drinking water source protection plan (i.e., wellhead protection plan) when the system receives plan approval for use of the well. OAC Rule 3745-91-10 should be consulted regarding additional details.

This site approval shall become void two years from the date of this letter unless a formal plan approval has been issued.

If a Water Supply Revolving Loan Account (WSRLA) loan is desired, it will be necessary to comply with the requirements of Ohio Revised Code Section 6109.22. If compliance with WSRLA requirements necessitates any revisions to the plans as herein approved, a resubmittal and approval of the plans will be required before construction.

Should there be any questions regarding the requirements, meaning, or interpretation of any of the above which we may clarify, please contact Allison Reed with the Division of Drinking and Ground Waters, Southwest District Office, Ohio Environmental Protection Agency at allison.reed@epa.ohio.gov or 937-285-6447.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer of the State of Ohio", which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad Street, 4th Floor
Columbus, OH 43215

Sincerely,



Laurie A. Stevenson
Director

Enclosures: Well Site Map, Fact Sheet, Water Supply Data Sheet

ec: Scott Neikamp, Arcadis
Jason Abbott, Arcadis
David Reimer, City of Miamisburg
Mr. John B. Wagner, City of Miamisburg
Montgomery County Health Department
Allison Reed, Geologist 4, SWDO-DDAGW
John McDaniel, Environmental Specialist 3, SWDO-DDAGW
John Weaver, Manager, NWDO-DDAGW
John McGinnis, Manager, SWDO-DDAGW
Jeff Davidson, Manager, SWDO-DDAGW

**City of Miamisburg
PWS ID#: OH5701212
Montgomery County, Miami
Township**

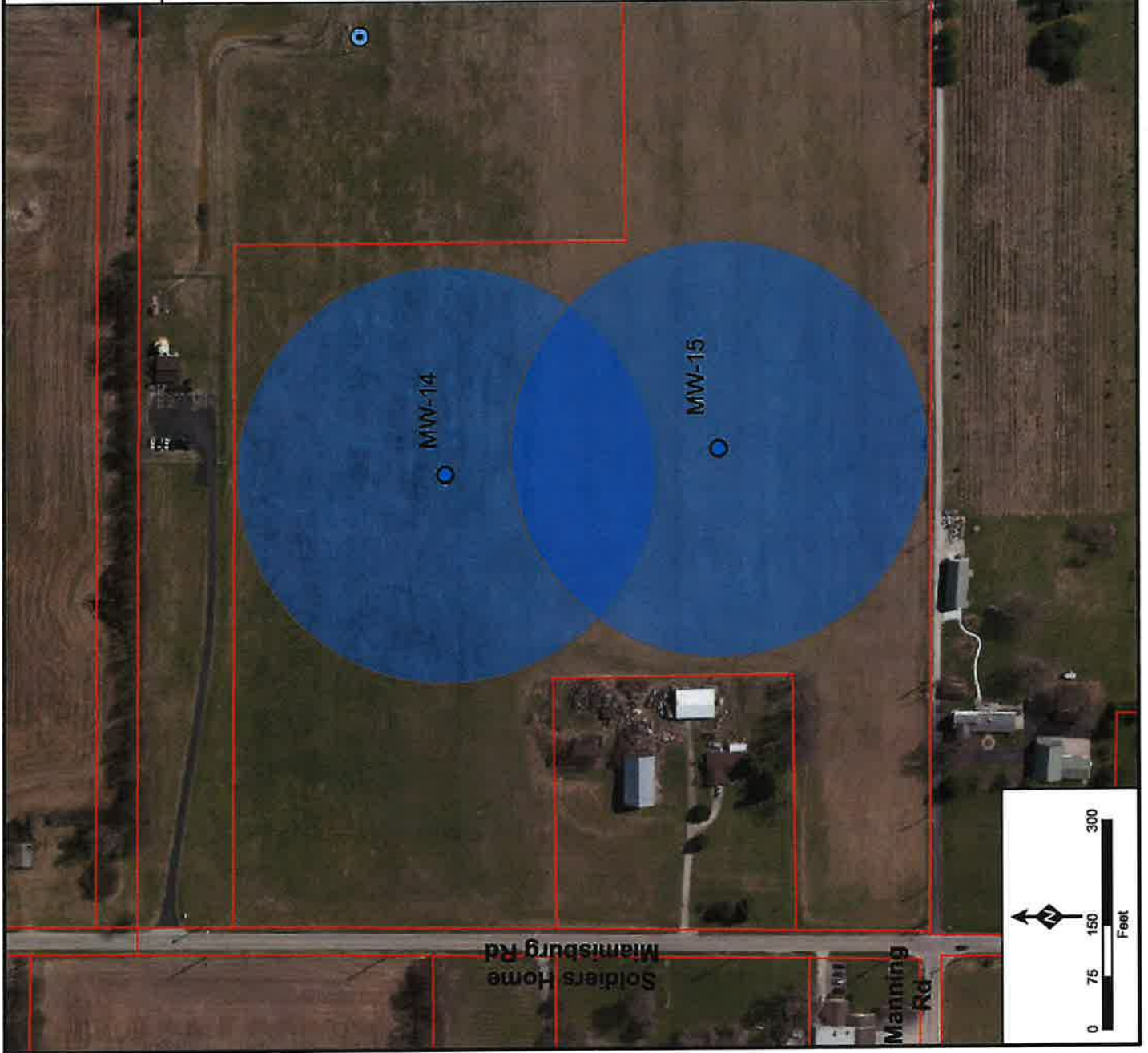


Protection Area Data

Number of Wells = 2 proposed
Pumping Rate = 1500 gpm (proposed)
Porosity = 20%
Aquifer Thickness = Variable
Hydrogeologic Setting = Buried Valley
Land Use = Agricultural
ODNR Well Log # = 593218, 593219 (nearby wells)

Legend

- Parcels
- Active Wells for Public Water Systems
- Proposed Well Sites
- Isolation Radius (300 feet)





Division of Drinking and Ground Waters
Water Supply Data Sheet

PWS Name:		County:	
PWS ID:		City/Township:	
Public water system which will own this project:			
Name:			
Address:			
City:	State:	Zip:	-
Name of the water system which will bill:			
Title of project:			
Specific location of project:			
Will the proposed facilities be owned by the public water system upon their completion?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the project include the drilling, boring, digging, deepening, altering and/or logging of a well for the purpose of extracting potable water as part of a public water system required to be licensed under Chapter 6109 of the Revised Code?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the project consist only of waterlines that are exempt under OAC 3745-91-02(D)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the project include the installation of sewers or an individual treatment system?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the area already served by sewers?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Were the necessary permits applied for, if a stream or wetland crossing is part of the project?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the water plant serving this project have the capacity to supply these improvements?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you or do you intend to apply for project funding by Ohio EPA Water Supply Revolving Loan Account (WSRLA)/ Drinking Water Assistance Funds for a construction loan?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Person preparing the plans:			
Name:			
Address:			
City:	State:	Zip:	-
Phone: () -	Email:		
Provide a brief description of proposed project (e.g., wells, softening, storage, chlorination, high service pumping, water line extension: pipe type, diameter, length, number of service connections to be served by the project):			
Detail Plan Submittal Fee: Make check payable to: Treasurer, State of Ohio			
Estimated cost of the water system improvements:	\$	\$	General plan flat fee \$150.00
0.0035 x Estimated cost of the water system improvements:	\$	\$	Self-Certification flat fee
Review fee:	+ \$150.00		
Well log fee (\$20.00 per well log):	+ \$		Maximum fee is \$20,000.00 (not including well log fees)
Total Plan Submittal Fee:	\$		
For Ohio EPA use only		Check ID:	Plan Application and Support Classification:
Check #:	Date: / /	Revenue ID:	Drinking Water Program Package ID:
Amount:	Date: / /	Org ID:	

As stated by section 6109.07 of the Ohio Revised Code and section 3745-91-02 of the Ohio Administrative Code, "No person shall begin construction or installation of a public water system, or make a substantial change in a public water system, until plans therefor have been approved by the director of environmental protection."

A public water system is defined as a system that has either 15 service connections or serves at least 25 individuals 60 days out of the year.

A person applying for plan review of a public water supply system pursuant to section 6109.07 of the Ohio Revised Code shall pay a fee of \$150 plus 0.35% of the estimated project cost; however, the total fee shall not exceed \$20,000. The fee shall be paid at the time the application is submitted. The fee shall be made payable to: Treasurer, State of Ohio.

If the project includes the drilling, boring, digging, deepening, altering and/or logging of a well for the purpose of extracting potable water as part of a public water system required to be licensed under Chapter 6109 of the Revised Code, include a \$20.00 well log filing fee per well log in the review fee calculation. Ohio EPA is required to collect this fee for ODNR.

ALL DETAIL PLAN SUBMITTALS ARE TO CONTAIN THE FOLLOWING IN AN ELECTRONIC FORMAT:

- 1) Water Supply Data Sheet (1 copy)
- 2) Review Fee
- 3) Detail Plans (usually 24"x36") (3 sets)
- 4) Technical specifications if applicable (1 copy)
- 5) Appropriate endorsements (Owner, P.E., plan preparer) as applicable
- 6) Project summary sheets for applicable modifications

In order to provide assistance with the preparation of detail plans, project summary sheets are available at Ohio EPA's website. They describe how to prepare detail plans for including wells and treatment, and outline the minimum information that must be presented with sets of plans for waterline extensions, booster stations and storage tanks. In addition, if the proposed improvements are for a new community or non-transient, non-community public water system, or if the proposed improvements are being funded by the Ohio EPA Water Supply Revolving Loan Account, a written description of the system's asset management program must be submitted for approval with the plans. If you have any questions call the District Office.

ALL WSRLA ELIGIBILITY REVIEW SUBMITTALS ARE TO CONTAIN THE FOLLOWING:

- 1) General plan or project planning documentation approval; all WSRLA projects must submit a general plan or project planning documentation prior to submitting detailed plans for review. For the elements of a general plan or project planning documentation, please see epa.ohio.gov/Portals/28/documents/dwaf/4_WSRLA_PPD_GP.pdf
- 2) Electronic versions of the following: approved general plan/ project planning documentation, full set of detailed plans, design specifications, and construction contract documents. Electronic versions can be sent via DVD, email or Ohio EPA FTP site.

Submit plans to:

Ohio Environmental Protection Agency
Northeast District Office
 2110 E. Aurora Road
 Twinsburg, OH 44087
 (330) 963-1200

Ohio Environmental Protection Agency
Northwest District Office
 347 N. Dunbridge Road
 Bowling Green, OH 43402
 (419) 352-8461

Ohio Environmental Protection Agency
Southeast District Office
 2195 Front Street
 Logan, OH 43138
 (740) 385-8501

Ohio Environmental Protection Agency
Southwest District Office
 401 East 5th Street
 Dayton, OH 45402
 (937) 285-6357

Ohio Environmental Protection Agency
Central District Office
 P.O. Box 1049
 50 West Town Street, Suite 700
 Columbus, OH 43216-1049
 (614) 728-3778

ORDINANCE NO. 6994

AN ORDINANCE TO ACCEPT THE CITY OF MIAMISBURG'S SHARE OF THE LOCAL GOVERNMENT FUNDS FROM THE ONEOHIO DISTRIBUTOR OPIOID SETTLEMENT, AFFIRMING THAT FUNDS RECEIVED FROM THIS SETTLEMENT BE EXPENDED ONLY FOR APPROVED PURPOSES AS REQUIRED BY THE ONEOHIO MEMORANDUM OF UNDERSTANDING, ESTABLISHING A SEPARATE FUND.

WHEREAS, the City of Miamisburg has received notice of a settlement reached between the State of Ohio and three of the largest distributors of opioids allocating thirty percent of the settlement to local governments; and

WHEREAS, the State of Ohio developed the OneOhio plan, a mechanism to ensure that any money from a negotiated settlement is distributed fairly to the communities hit hardest by the opioid crisis; and

WHEREAS, the City of Miamisburg City Council adopted Resolution 2982 accepting the material terms of the OneOhio Memorandum of Understanding (MOU) which states that funds must be used to prevent, treat and support recovery from addiction including opioids and/or any other co-occurring substance use and/or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family and/or community level; and

WHEREAS, the City of Miamisburg intends to create the OneOhio Opioid Settlement Fund to deposit the annual distribution of \$14,350.04 and to make expenditures in accordance with the MOU until the final distribution in 2040; and

WHEREAS, the City of Miamisburg will spend these funds toward drug prevention programs, which is an approved strategy within the MOU.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1

The OneOhio Opioid Settlement Fund is hereby created. Current and future distributions of the Opioid Settlement to the City of Miamisburg will be deposited into the OneOhio Opioid Settlement Fund to be expended for drug prevention programs in accordance with the OneOhio MOU.

Section 2

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and 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 3

This measure shall take effect and be in force from and after the earliest period allowed by law.

Passed: November 1, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 6995

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A USE AGREEMENT WITH THE OHIO RIVER ROAD RUNNERS ASSOCIATION FOR THE PURPOSE OF USING CITY STREETS, SUPPORT AND FACILITIES FOR THE ANNUAL TURKEY TROT RACE, AND DECLARING AN EMERGENCY.

WHEREAS the City of Miamisburg owns and manages various parks, public streets or facilities necessary to implement the annual Turkey Trot road race, and

WHEREAS the City of Miamisburg has been the host City for this annual event for over 40 years, and

WHEREAS the Ohio River Road Runners Club and the City both have an interest in defining and outlining event organization structure and commitments and have agreed to the use agreement contained herein, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Ohio River Road Runners Club for the purposes of the annual Turkey Trot event, held in downtown Miamisburg, attached hereto as Exhibit "A".

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date to ensure an understanding of use for the 2022 event and future events at the earliest possible date to allow for the continued planning of said events, this measure shall take effect and be in force from and after its passage.

Passed: November 1, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Michelle L. Collins, Mayor
Michelle L. Collins, Mayor

EXHIBIT A

AGREEMENT

BY AND AMONG THE CITY OF MIAMISBURG (CITY) AND OHIO RIVER ROAD RUNNERS CLUB (ORRRC).

WHEREAS, The ORRRC is interested in continuing to conduct the Turkey Trot within the corporation limits of the City of Miamisburg; and

WHEREAS, The ORRRC desires to establish a guideline for the working relationship between the ORRRC and the City; and

WHEREAS, The City and the ORRRC have worked together to conduct the Turkey Trot within the City of Miamisburg for the over 40 years; and

WHEREAS, Both parties recognize the importance of conducting the Turkey Trot in Miamisburg for the benefit of both the ORRRC and the community

Now, therefore the parties agree as follows:

The City and the ORRRC (collectively known as the “Parties”) agree to work in a cooperative manner to conduct the Turkey Trot on Thanksgiving morning, each year. The ORRRC will coordinate the implementation of the race, including runner registration, race timing, race amenities (port-o-lets, race banners, tents, tables, chairs, pedestrian barricades), and pre and post-race activities. The ORRRC will also coordinate the runner’s expo and packet pickup functions of the event. The City will coordinate the safety functions of the race, including road closures, race escorts (Police Department) and on-site medical response (Fire District). The ORRRC will be responsible for securing any donations and sponsorships needed to conduct the race or expo and will be responsible for any services or demonstrations provided by the sponsors or donating parties.

The City and ORRRC will cooperate as community partners in the following manner:

- a. Coordination: The Parties will meet on a regular and as-needed basis to ensure that any and all component(s) of the race are discussed as needed and any alterations to elements of the race are reviewed.
- b. Annual Review: The Parties will meet annually to review event components. The parties will continue to work in a cooperative manner to identify and implement the best opportunities for event enhancements.
- c. Race Course: The ORRRC shall make the final determination of the club’s desired race course. The City will work with the ORRRC to establish viable options to assist with the selection of the course based on road closure impacts, safety concerns and/or other elements within their scope of this agreement. Final approval of the race course is based on City Council’s consent to close public roads.
- d. Final Approval: The City, with ORRRC’s consent, will present for approval road closures to City

Council for the event no later than June of each year. This consent to proceed with the event, to allow registration to open for the year's event, will be communicated via the City to ORRRC in writing.

- e. Packet Pick-up and Expo Locations: The ORRRC shall be the deciding party on the location of the race expo and packet pickup. The City will work with the ORRRC as needed to assist with this location selection process.
- i. Facility Rental: If the expo and/or packet pickup location is not owned by the City of Miamisburg, the ORRRC will be the leasing party for rental of the facility. The leasing party will be responsible for securing the expo and/or packet pickup location and negotiating the use therein.
- f. Donation: In exchange for the support of the City in coordinating the event, and resources provided up-to, during and after the event, the ORRRC will make a donation after each race to the City of Miamisburg. The Donation shall be in the amount of one dollar (\$1.00) per registrant (cumulative of all events each year), up to \$10,000. Payment will be made by December 31st each year.
- g. Indemnification:

The ORRRC agrees to defend, indemnify and hold harmless the City and the Miami Valley Fire District (District), their officers, employees, agents and volunteers against any liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, the District, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the ORRRC, its agents, servants or employees, in the execution, performance or failure to adequately perform the ORRRC's obligations pursuant to this agreement. The ORRRC further agrees to assume all risk of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by an act or omission of the City, the District, its employees, agents or volunteers) to any person(s) or the property of the parties, or anyone on or about the property.
- h. The ORRRC agrees to obtain at its own cost and expense commercial general liability insurance acceptable to the City, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, including participant liability, products completed operations, personal injury and advertising injury; and the ORRRC shall, at the time of the execution of this agreement, furnish the City with a satisfactory certificate of such insurance, providing for a ten (10) day advance written notice of cancellation. However, failure to obtain the required documents shall not waive the ORRRC's obligation to provide them. The City and the District, its officers, employees and volunteers shall be named as additional insured there under. For any claims related to this Agreement, the ORRRC's insurance coverage shall be primary insurance as respects the City, the District, their officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the ORRRC's insurance and shall not contribute with it.

- i. Term and Option to Renew: This agreement shall be for a term of five (5) years, commencing on _____, 2022 and shall cover events taking place in 2022, 2023, 2024, 2025, and 2026. This agreement may be modified or amended by written agreement of both parties. This agreement may be extended for an additional five (5) year term upon mutual written agreement of both parties.

- j. Termination: This agreement may be terminated by either party no less than 6 months prior to the next year's event, in writing. Termination of this agreement after approval for a year's event is granted by the City will take affect after that year's event. Termination of this agreement by the ORRRC shall take effect 30 days after notice is given by the ORRRC to the City.

This agreement shall be effective on the last date signed below and remain in effect until as indicated above or until agreement is amended or cancelled by mutual agreement of all parties.

Peter Qumsiyeh, President
Ohio River Road Runners Club

Date

Keith D. Johnson
City Manager

Date

ORDINANCE NO. 6996

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE LEASE OF CERTAIN CITY PROPERTY, AND DECLARING AN EMERGENCY.

WHEREAS, the original executed agreement between the City and Cellco Partnership d/b/a Verizon Wireless commenced on November 11, 2011.

WHEREAS, the City and Cellco Partnership d/b/a Verizon Wireless wish to amend the agreement to clarify language and update equipment.

WHEREAS, the City and Cellco Partnership d/b/a Verizon Wireless mutually agree to amend the agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to execute the first amendment to the Agreement with Cellco Partnership d/b/a Verizon Wireless upon the terms contained in the Agreement between the City and Cellco Partnership d/b/a Verizon Wireless.

Section 2.

This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date; therefore, this measure shall take effect and be in force from and after its passage.

Passed: November 15, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("First Amendment") being made this _____ day of _____, 2022, by and between City of Miamisburg, a municipal corporation, with its principal office located at 10 North First Street, Miamisburg, Ohio 45342 (hereinafter designated, the "City") and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter designated "Licensee"). The City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, the City and Licensee, or their predecessors in interest, entered into a License Agreement dated November 4, 2011 (hereinafter, the "Agreement"), with respect to certain space on the City's premises located at 2135 E. Central Avenue, Miamisburg, Ohio 45342; and

WHEREAS, the City and Licensee have agreed to amend the Agreement to extend the term, as well as other considerations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Section 2.2 of the Agreement is modified by adding the following to the end of the paragraph:

"First Renewal: This Amendment extends the Agreement for a term of five (5) years ending on November 30, 2027. The Licensee shall have the option, at the sole approval of the City, to extend this License for two additional five (5) year periods by giving the City written notice of its intention to do so at least ninety (90) days prior to the end of the then current term.

2. Section 2.3 of the Agreement is modified by adding the following:

"Beginning December 01, 2022, the annual rent shall be Forty Two Thousand Five Hundred and No/100 Dollars (\$42,500.00). Beginning December 01, 2023, the annual rent amount for each year of this Amendment shall increase by Three Percent (3%) over the previous year's rent amount. The annual payment shall be due on December 01, of each year."

3. Section 3.7 of the Agreement is hereby amended to modify Licensee's notice address as follows:

To Licensee: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

4. "Exhibit A (Equipment List) of the Agreement is hereby amended to the following list of current equipment:
- a. Three (3) Alcatel-Lucent (Nokia) UHID B4 RRH 2x40 (AWS)
 - b. Three (3) Alcatel-Lucent (Nokia) UHBC B13 TRDU 2x40 (700 MHz) Antennas
 - c. Four (4) JMA X7CAP-665-V-4P
 - d. Two (2) JMA X7CAP-640-V-10C

5 All capitalized terms herein shall have the meaning ascribed to them in this First Amendment or the Agreement, as applicable.

6 In the event of any inconsistency between this First Amendment and the Agreement, this First Amendment shall control.

7 Except as modified by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and affixed their respective seals the day and year first above written.

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

City of Miamisburg, a municipal corporation

By: _____

Name: Keith D. Johnson

Title: City Manager

Date: _____

ORDINANCE NO. 6997

AN ORINANCE DELEGATING AUTHORITY TO MAKE DECLARATIONS OF OFFICIAL INTENT AND ALLOCATIONS WITH RESPECT TO REIMBURSEMENTS OF TEMPORARY ADVANCES DURING FISCAL YEAR 2022 AND 2023 MADE FOR CAPITAL IMPROVEMENTS AND ACQUISITIONS FOR MUNICIPAL PURPOSES TO BE MADE FROM SUBSEQUENT BORROWINGS.

WHEREAS, Treasury Regulation §1.150-2 (the “Reimbursement Regulations”), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the “Code”) prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of “bonds” under Section 150 of the Code (“Obligations”) used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed “spent” for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the Reimbursement Regulations provide that an Issuer may delegate the authority for making such Declarations of Official Intent and Allocations to one or more individuals; and

WHEREAS, this Council wishes to ensure compliance with the Reimbursement Regulations; and

WHEREAS, this Council intends to acquire and construct capital improvements in the City for municipal purposes, including the design, engineering, acquisition and construction of water improvements (the “Project”). The City intends that the design, engineering, acquisition, construction, and installation costs will be paid from the proceeds of municipal securities issued by the City for the Project or from proceeds of a loan from the Ohio Water Development Authority or the Ohio Environmental Protection Agency for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

SECTION 1. Definitions. That the following definitions apply to the terms used herein:

“Allocation” means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the City for such payments. “To allocate” means to make such an allocation.

“Authorized Officer” means City Manager or Finance Director of the City and any persons with authority at the time to exercise functions of those offices.

“Capital Expenditure” means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

“Declaration of Official Intent” means a written declaration that the City intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

“Issuer” means either a governmental unit that is reasonably expected to issue Obligations or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

“Reimbursement” means the restoration to the City of money temporarily advanced from other funds, including moneys borrowed from other sources, of the City to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures.

“To reimburse” means to make such a restoration.

“Reimbursement Bonds” means Obligations that are issued to reimburse the City for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the City.

“Reimbursement Regulations” means Treasury Regulation §150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the City for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as “spent” for purposes of Sections 103 and 141 to 150 of the Code.

SECTION 2. Declaration of Official Intent.

(a) The City declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital

Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the City or other governmental issuer in the maximum principal amount, for such Reimbursements, of \$4,000,000; and

(b) The Capital Expenditures made in fiscal years 2022 and 2023 to be reimbursed are to be used for the acquisition and construction of capital improvements in the City, including the design, engineering, acquisition, construction and installation of water improvements and related costs.

SECTION 3. Reasonable Expectations. The City does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed) to be reserved, allocated on a long-term basis, or otherwise set aside by the City or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

SECTION 4. Open Meeting. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date; therefore this measure shall take effect and be in force from and after its passage.

Passed: November 15, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

CERTIFICATE

I, undersigned Clerk of Council of the City of Miamisburg, Ohio hereby certify that the above Ordinance is a true and correct copy as passed by the Council of the City of Miamisburg, this 16 day of November, 2022 and that at least a majority of the elected members voted in the affirmative on said motion.

Kim Combs
Clerk of Council

DECLARATION OF OFFICIAL INTENT TO REIMBURSE

The undersigned has been authorized by Ordinance No. 6997 adopted by the City Council of the City of Miamisburg, Montgomery County, on _____, 2022, to make this declaration.

The City is, or will be, proceeding with the design, engineering, acquisition and construction of capital improvements in the City and related costs (the "Project"). In connection with the Project, the City expects to make capital expenditures in the amount set forth below and expects to advance from its own funds money to pay for some or all of such capital expenditures.

The City reasonably expects to issue its notes or bonds to pay for such capital expenditures, and reasonably expects to reimburse itself from the proceeds of such issue for moneys advanced by it.

<u>Project</u>	<u>Estimated Capital Expenditures</u>
Water Improvements	\$

**CITY OF MIAMISBURG,
MONTGOMERY COUNTY, OHIO**

By: _____

Title: _____

Dated: _____, 2022

ORDINANCE NO. 7000

AN ORDINANCE DECLARING IMPROVEMENTS TO PARCELS OF REAL PROPERTY LOCATED IN MIAMISBURG, OHIO TO BE A PUBLIC PURPOSE UNDER SECTION 5709.40(B) OF THE OHIO REVISED CODE, EXEMPTING SUCH IMPROVEMENTS FROM REAL PROPERTY TAXATION, DECLARING CERTAIN PUBLIC IMPROVEMENTS TO BE NECESSARY FOR THE FURTHER DEVELOPMENT OF THOSE PARCELS, ESTABLISHING A TAX INCREMENT EQUIVALENT FUND AND DECLARING AN EMERGENCY.

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”) authorize municipalities to participate in a financing technique commonly known as tax increment financing (“TIF”); and

WHEREAS, the City Council (“City Council”) of the City of Miamisburg (“City”), Montgomery County, Ohio wishes to use the authority granted pursuant to such TIF Statutes in connection with certain improvements in the City in order to meet the public health, safety, welfare and convenience needs of the area, including new development and traffic capacity; and

WHEREAS, notice was sent to the Miamisburg City School District on December 5, 2022 and the Miami Valley Career Technology Center on December 1, 2022 of the consideration of this ordinance providing for tax increment property tax exemption, as required by Sections 5709.40 and 5709.83 of the Ohio Revised Code; and

WHEREAS, this City Council has determined to grant a property tax exemption for the parcels comprising the Chamberlin Crossing TIF (the “Chamberlin Crossing TIF”); and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

Pursuant to Section 5709.40(B) of the Ohio Revised Code, this City Council hereby creates the “Chamberlin Crossing TIF”, the boundaries of which shall be coextensive with the boundaries of and shall include the parcels as specifically identified and depicted in Exhibit A attached hereto, which parcels are located in the incorporated area of the City.

Section 2.

That this City Council hereby finds and declares that certain public improvements in the City, to wit: the planning, design and construction of public street improvements including pavements, walkways, bike paths, landscaping, traffic control devices and alterations to existing streets, intersection improvements, turn lanes, sidewalks, curbs, gutters, streetscape improvements, street lights, and traffic signals, including but not limited to constructing an extension to Habitat Road; the planning, design and construction of utilities including but not limited to water, sanitary sewers, storm water sewers and detention facilities; land acquisition; the

demolition of buildings and structures; the creation or enhancement of green space, recreational space and facilities, buffer areas, and open areas necessary for ensuring the compatibility of adjacent land uses; the creation and/or enhancement of public service facilities; and, the purchase of property rights of way and easements or other rights in property necessary for the completion of the public improvements listed above (the "Public Improvements"), are necessary for the further development of the parcels of land described in Exhibit A attached to this Ordinance for the provision of adequate traffic flow, the increase of property values, and the provision of adequate pedestrian access in the City of Miamisburg. The further development of the parcels in the Chamberlin Crossing TIF will place direct additional demand on the Public Improvements.

Section 3.

That, pursuant to Section 5709.40 of the Ohio Revised Code, further improvements to the parcels in the Chamberlin Crossing TIF occurring after the date of this Ordinance are hereby declared to be a public purpose and are exempt from real property taxation commencing, with the first tax year that begins after the effective date of this Ordinance and in which an improvement resulting from the construction of a structure on the parcel first appears on the tax duplicate of real and public utility property and ends on the earlier of (i) 10 years after such date or (ii) the date on which the City can no longer require service payments to be paid on the improvements, all in accordance with the requirement of the TIF Statutes, or (iii) the date on which the specific improvements are paid in full from the Tax Increment Equivalent Fund, as defined in Section 5 hereof, but in no case shall the improvements be exempted from taxation for more than ten (10) years. It is hereby determined that (i) a portion of the improvements shall be exempt from real property taxation, (ii) such portion shall be seventy-five percent (75%) of the assessed value of the improvements, and (iii) the Public Improvements directly benefit, or once made will directly benefit, the Chamberlin Crossing development.

Section 4.

That pursuant to Section 5709.42 of the Ohio Revised Code, the owner or the owners of the improvements shall be required to make semi-annual service payments in lieu of taxes (the "Service Payments") to the Montgomery County Treasurer on or before the final dates for payment of real property taxes. This City Council hereby expresses its intention and authorizes the City Manager, the Mayor, or other City Official to sign such documents as may be necessary and appropriate to assure the payment of such Service Payments.

Section 5.

That pursuant to Section 5709.43 of the Ohio Revised Code, there is hereby established the City of Miamisburg Chamberlin Crossing Public Improvement Tax Increment Equivalent Fund (the "Tax Increment Equivalent Fund"), into which the Service Payments shall be deposited. Money in the Tax Increment Equivalent Fund shall be used to finance the Public Improvements and may be used to make

payments to the Miamisburg City School District and/or the Miami Valley Career Technology Center at the discretion of the City Council.

Section 6.

That the proper city officials are hereby authorized to do all things necessary and proper to carry out Sections 1 through 5 above, including but not limited to filing any required applications for tax exemption with the Montgomery County Auditor and/or State Tax Commissioner.

Section 7.

That the Fiscal Officer is hereby directed to forward a copy of this Ordinance to the County Auditor of Montgomery County.

Section 8.

Pursuant to Section 5709.40 of the Ohio Revised Code, the Fiscal Officer is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth herein remains in effect, the Finance Director or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 9.

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

Section 10.

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety health, and welfare, therefore, this measure shall take effect after its passage.

Passed: December 20, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. 7000.

Kym Conder

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing Ordinance was certified this day to the county auditor.

Finance Director

Dated: December 21, 2022

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing Ordinance.

Montgomery County Auditor

Dated: _____, 2022

EXHIBIT A

Property To be Exempted

Parcel #

K46013160001

LEGAL DESCRIPTION

Parcel A
25.843 Acres

D.V./
K46 01316 0078

BEING PART OF A TRACT OF LAND OWNED BY CHAMBERLIN FAMILY, LLC AS CONVEYED IN IR DEED 20-012559 OF THE MONTGOMERY COUNTY RECORDER'S OFFICE, SITUATE IN SECTION 7, TOWN 1, RANGE 6 M.R.s., BEING PART OF LOT 5716 OF THE CONSECUTIVE NUMBER OF LOTS OF THE CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at an iron pin found the northeast corner of Lot 7579 of the White Allen Plat as shown on Plat Book 182, Page 39 and being at the northeast corner of a tract of land owned by White Brothers Properties/Springboro Pike II, LLC as conveyed in D.M.F. 01-685D08, and being the principal place of beginning of the tract herein conveyed;

thence, South 78°36'54" East, 1266.13 feet, along the south line of Lot 3 of the Vienna Center Plat Section 2 as shown on Plat Book 234 Page 47 owned by Dayton Health Partners, LLC as conveyed in I.R. Deed 20-003741, Lorien Woods Section 2-G as shown on Plat Book 220 Page 32 owned by Lorien Woods Owners Association as conveyed in I.R. Deed 13-081470, Lorien Woods Section 2-A as shown on Plat Book 202 Page 28 owned by Lorien Woods Owners Association as conveyed in I.R. Deed 09-017088, Lorien Woods Section 1-F as shown on Plat Book 194 Page 43 owned by Lorien Woods Owners Association as conveyed in I.R. Deed 09-017088, Lorien Woods Section 1-H as shown on Plat Book 200 Page 2 owned by Lorien Woods Owners Association as conveyed in I.R. Deed 09-017088, Vienna Estates Section Two-Replat #2 as shown on Plat Book 158 Page 43 owned by Vienna Estates Owners Association as conveyed in D.M.F. 95-383B05, and Vienna Estates Section Two-Replat #3 as shown on Plat Book 159 Page 29 owned by Vienna Estates Owners Association as conveyed in D.M.F. 95-383B04, to an iron pin found and being at the northwest corner of a tract of land owned by Zengel Construction Company as described in D.M.F. 01-570E05, D.M.F. 01-570E09 and D.M.F. 01-571A04;

thence, South 05°11'04" West, 869.49 feet, along the west line of said Zengel Construction Company tract to an iron pin with cap set at a new division line;

thence, North 79°48'49" West, 820.76 feet, along a new division line to an iron pin with cap set;

thence, North 72°15'45" West, 102.37 feet, along a new division line to an iron pin with cap set;

thence, South 41°54'24" West, 134.99 feet, along a new division line to an iron pin with cap set;

thence, North 48°05'10" West, 100.05 feet, along a new division line to an iron pin with cap set;

thence, along a curve to the left, with a radius of 200.00 feet, an arc distance of 127.74 feet, a delta angle of 36°35'44", and a chord bearing North 66°23'02" West, 125.58 feet, along a new division line to an iron pin with cap set;

thence, North 84°40'54" West, 63.27 feet, along a new division line to an iron pin with cap set at the southeast corner of Lot 5698 owned by Bradford and Verrill E. Gardiner as conveyed in I.R. Deed 08-035868;

thence, North 05°19'06" East, 920.95 feet, along the east line of said Lot 5698, 5697, 5696, and 7579 of the consecutive Lot Numbers of the City of Miamisburg, to the place of beginning.

Containing 25.843 acres more or less and all being subject to any legal highways and easements of record.

The basis of bearing of South 78°36'54" East along the north line of Section 7 is based on NAD 83 CORS 2011 adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated July 12, 2021 and filed as Survey 2021, Page 0203, at the Montgomery County Engineer's office.

All iron pins set are 5/8" x 30" rebar with caps reading "C.O.E.C./AJB LS-8629".

Allen J. Bertke
Allen J. Bertke, PS #8629



7/12/2021
Date

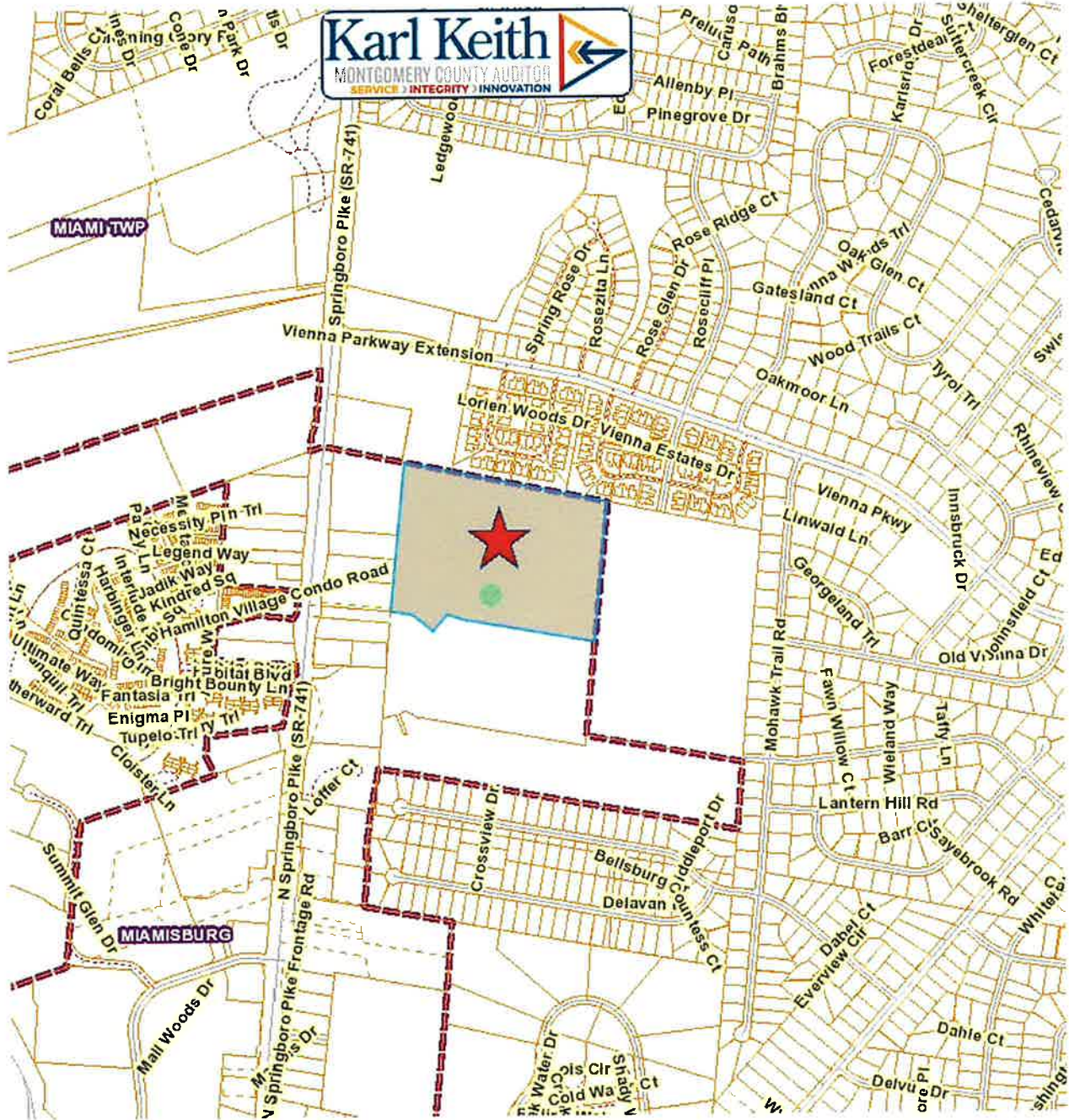
KARL KEITH
COUNTY AUDITOR
MONTGOMERY COUNTY, DAYTON, OHIO
DIVISION
BY KA DATE 9/23/21
GIS MAPPING DEPARTMENT



PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/10/21 FILE NO. 2021-0203
BY Steven E. Beachler

Location Map

Parcel K46 01316 0078, Area Subject to Tax Increment Financing



ORDINANCE NO. 7001

FINAL ANNUAL APPROPRIATION ORDINANCE FOR 2022

AN ORDINANCE TO ESTABLISH FINAL ANNUAL APPROPRIATIONS FOR FISCAL YEAR 2022 AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

To provide for the current expenses and other expenditures of the City of Miamisburg for the Fiscal Year of 2022, the following sums be, and they are hereby set aside and appropriated as follows:

<u>FUND</u>	<u>ANNUAL APPROPRIATION</u>
General Fund	
Council	\$158,895.00
Mayor	24,675.00
City Manager	743,025.00
Finance	301,460.00
Law Director	114,910.00
Court	1,372,865.00
Prosecutor	296,805.00
Civil Service	2,890.00
Human Resources	423,830.00
Buildings & Land	770,380.00
Miscellaneous	4,237,490.00
Fire	2,600,000.00
Police Patrol	5,048,780.00
Criminal Investigations	783,270.00
Police Administration	778,310.00
Police Communications	336,315.00
Jail & Evidence	92,010.00
Animal Control	10,000.00
Refuse	1,180,000.00
Development & Planning	431,350.00
Engineering	611,745.00
Building Inspection/Code Enforcement	390,985.00
Community Development	426,205.00

Mound GC Clubhouse	295,720.00
Pool	425,070.00
Parks	1,155,870.00
Recreation Administration	709,360.00
Recreation Program	377,465.00
Recreation Facilities Administration	369,475.00
Traffic Maintenance	90,785.00
Total General Fund	<u>\$24,559,940.00</u>
Sick Leave Conversion	200,000.00
City Income Tax	24,156,920.00
Fire Levy	1,299,810.77
Law Enforcement	46,200.00
Drug Law Enforcement	3,000.00
Indigent Drivers Alcohol Treatment	60,000.00
Enforcement & Education	5,000.00
Law Enforcement Assistance	1,000.00
Federal Law Enforcement	30,000.00
Municipal Court Probation Services	137,415.00
Municipal Court Computer	28,000.00
Municipal Court Special Projects	182,665.00
Miami Conservancy District	82,000.00
Indigent Drivers Interlock & Alcohol Monitoring	20,000.00
Austin Center TIF	9,437,280.00
Recreational Supporting Programs	315,065.00
Motor Vehicle License Tax	50,000.00
Street Maintenance	1,346,800.00
State Highway	73,300.00
FEMA	53,364.63

OneOhio Opioid	14,350.04
Court Modernization	149,320.00
Park Capital Improvement	858,330.00
Capital Improvement	4,766,780.00
General Bond Retirement	384,125.00
2012 KMCN D/S Reserve	5,000.00
Income Tax Facility Improvement	6,229,595.00
Water	5,015,460.00
Water Capital Improvement	4,697,600.00
Water Surplus	3,410,000.00
Water OWDA Projects	370,000.00
Sewer	5,407,885.00
Sewer Capital Improvement	1,184,200.00
Sewer Surplus	3,050,000.00
Sewer OWDA Projects	550,000.00
PipeStone Golf Course	1,406,970.00
Mound Golf Course	24,000.00
Service Center	336,465.00
City Garage	528,225.00
Civic Center	107,949.90
Satellite Juvenile Court	35,830.00
Downtown Redevelopment	8,040.42
Board of Building Standards Assessment	4,000.00
Miami Crossings JEDD	1,310,000.00
Austin Center JEDD	<u>1,370,000.00</u>
GRAND TOTAL 2022	\$103,311,885.76

Section 2.

The Finance Director is hereby authorized to draw warrants for payment from any of the foregoing appropriations or an Ordinance or Resolution of the City Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except for the persons employed by authority of and in accordance with law or Ordinance.

Section 3.

This Ordinance is declared to be an emergency measure necessary for the public peace, health, safety and welfare and for the further reason that the City of Miamisburg desires to meet its current obligations for the Fiscal Year 2022; therefore, this measure shall take effect and be in force from and after its passage.

Passed: December 20, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Mayor Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 7002

AN ORDINANCE TO ESTABLISH THE SALARIES AND CERTAIN BENEFITS FOR THE CITY MANAGER, LAW DIRECTOR, PROSECUTOR, AND CLERK OF COUNCIL, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The salary of the City Manager is hereby established at \$149,371.00 annually.

Section 2.

The salary of the Law Director is hereby established at \$72,585.14 annually.

Section 3.

The salary of the Prosecutor is hereby established at \$104,107.96 annually.

Section 4.

The salary of the Clerk of Council is hereby established at \$8,226.33.

Section 5.

This measure is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare, and for the further reason that these salary changes are needed at the earliest possible date to allow the compensation to be effective December 26, 2022, therefore, this measure shall take effect and be in force from and after its passage.

Passed: December 20, 2022

Attested: _____

Kim Combs

Kim Combs, Clerk of Council

Approved: _____

Mayor Michelle L. Collins
Michelle L. Collins, Mayor

ORDINANCE NO. 7003

AN ORDINANCE ESTABLISHING WAGES AND BENEFITS OF EMPLOYEES OF THE CITY OF MIAMISBURG, OHIO BY ENACTING PAY AND BENEFIT SCHEDULES FOR THE VARIOUS CLASSES, AND REPEALING ORDINANCE NO. 6941 AND ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to establish the compensation of employees in service to the City of Miamisburg, Ohio; and

WHEREAS, it is necessary to establish benefits of Public Safety and Service Department Supervisors in service to the City of Miamisburg, Ohio to provide parity in benefits.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The pay ranges and schedule of benefits for classifications of employment for the City of Miamisburg are hereby established in accordance with the compensation plan attached hereto, made a part hereof and marked as Exhibit A.

Section 2.

The schedule of benefits in parity for Supervisory Staff in employment for the City of Miamisburg are hereby established in accordance with the benefit schedule attached hereto, made a part hereof and marked as Exhibit B.

Section 3.

The rates of pay for employees contained in the aforementioned compensation and benefits plans shall be established by the City Manager.

Section 4.

Staffing levels will be determined by the City Manager within appropriation limits adopted by City Council.

Section 5.

The classifications attached hereto may be employed in a full-time, part-time or seasonal/temporary capacity. The part-time and seasonal rates shall be determined by dividing the annual rate by 2080, unless otherwise listed as hourly.

Section 6.

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety health, and welfare and for the further reason that the City desires to adopt the compensation and benefits schedules effective December 26, 2022, therefore, this measure shall take effect after its passage.

Passed: December 20, 2022

Attested: Kim Combs
Kim Combs, Clerk of Council

Approved: Michelle L. Collins
Michelle L. Collins, Mayor

2023 Pay Schedule

<u>DEPARTMENT HEADS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
ASSISTANT CITY MANAGER	\$97,264.09	\$122,588.25
CITY ENGINEER	\$97,264.09	\$122,588.25
DEVELOPMENT DIRECTOR	\$97,264.09	\$122,588.25
FINANCE DIRECTOR	\$97,264.09	\$122,588.25
HUMAN RESOURCES DIRECTOR	\$97,264.09	\$122,588.25
PARKS & RECREATION DIRECTOR	\$97,264.09	\$122,588.25
POLICE CHIEF	\$97,264.09	\$122,588.25
PUBLIC WORKS DIRECTOR	\$97,264.09	\$122,588.25
<u>CITY MANAGER'S OFFICE</u>		
PUBLIC INFORMATION OFFICER	\$69,473.69	\$83,937.09
ASSISTANT TO THE CITY MANAGER	\$55,654.33	\$76,498.19
ADMINISTRATIVE ASSISTANT TO THE CITY MANAGER	\$50,112.44	\$67,464.01
<u>ADMINISTRATIVE SUPPORT</u>		
PROJECT MANAGER	\$97,264.09	\$122,588.25
INFORMATION SYSTEMS MANAGER	\$71,835.83	\$91,914.04
ADMINISTRATIVE ASSISTANT	\$34,999.61	\$61,613.46
CLERK	\$25,364.18	\$48,974.31
INTERN	\$25,364.18	\$44,133.44
<u>ECONOMIC DEVELOPMENT DEPARTMENT</u>		
CHIEF BUILDING OFFICIAL	\$78,948.02	\$101,053.41
CITY PLANNER	\$71,835.83	\$91,914.04
COMMUNITY DEVELOPMENT COORDINATOR	\$71,835.83	\$91,914.04
BUILDING INSPECTOR	\$69,473.69	\$83,937.09
HOUSING INSPECTOR	\$40,552.02	\$67,464.01
CODE ENFORCEMENT OFFICER	\$40,552.02	\$67,464.01

2023 Pay Schedule

<u>ENGINEERING DEPARTMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
ENGINEERING TECHNICIAN	\$54,870.96	\$89,668.15
TRAFFIC SUPERVISOR	\$61,616.07	\$79,039.98
<u>FINANCE DEPARTMENT</u>		
ASSISTANT FINANCE DIRECTOR	\$78,948.02	\$101,053.41
INCOME TAX ADMINISTRATOR	\$69,473.69	\$87,925.57
FINANCE SPECIALIST	\$51,500.00	\$72,100.00
FINANCE TECHNICIAN	\$32,636.13	\$67,464.01
FINANCE CLERK	\$25,364.18	\$48,974.31
INCOME TAX SPECIALIST 2	\$51,500.00	\$72,100.00
INCOME TAX SPECIALIST 1	\$32,636.13	\$67,464.01
<u>HUMAN RESOURCES DEPARTMENT</u>		
HUMAN RESOURCES MANAGER	\$71,835.83	\$91,914.04
HUMAN RESOURCES SPECIALIST	\$34,999.61	\$67,464.01
<u>MUNICIPAL COURT</u>		
CLERK OF COURT	\$69,105.70	\$98,110.11
ASSISTANT CLERK OF COURT	\$60,188.84	\$89,236.92
CHIEF BAILIFF	\$46,970.00	\$70,200.00
BAILIFF	\$41,600.00	\$63,561.37
ASSIGNMENT COMMISSIONER	\$40,059.62	\$60,806.58
CHIEF CIVIL CLERK	\$37,440.00	\$60,806.58
DEPUTY CLERK	\$35,360.00	\$59,912.40
LAW CLERK	\$44,584.32	\$60,188.84
JUDICIAL ASSISTANT	\$42,355.11	\$59,074.23
MAGISTRATE	\$21,008.00	\$28,947.88
CHIEF PROBATION OFFICER	\$55,094.28	\$73,459.03
PROBATION OFFICER	\$37,440.00	\$63,546.37
ASSISTANT PROBATION OFFICER	\$35,360.00	\$59,912.40

2023 Pay Schedule

<u>PARKS AND RECREATION DEPARTMENT</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
PARKS & FACILITIES SUPERINTENDENT	\$71,835.83	\$91,914.04
RECREATION & SPECIAL EVENTS SUPERINTENDENT	\$71,835.83	\$91,914.04
PARKS SUPERVISOR	\$61,616.07	\$79,039.98
FACILITIES SUPERVISOR	\$61,616.07	\$79,039.98
RECREATION OPERATIONS SUPERVISOR	\$61,616.07	\$79,039.98
PROGRAM & EVENTS SUPERVISOR	\$61,616.07	\$79,039.98
SPORTS OPERATIONS SUPERVISOR	\$61,616.07	\$79,039.98
BUSINESS ADMINISTRATOR	\$55,697.25	\$70,613.50
COMMUNICATION & MARKETING ADMINISTRATOR	\$55,697.25	\$70,613.50
MOUND GOLF COURSE MANAGER	\$47,740.50	\$60,113.25
SPORTS PROGRAM MANAGER	\$47,740.50	\$60,113.25
COMMUNITY CENTER MANAGER	\$47,740.50	\$60,113.25
PROGRAM & EVENT MANAGER	\$47,740.50	\$60,113.25
PARKS CREW LEADER	\$47,740.50	\$60,113.25
PROGRAM & EVENT COORDINATOR	\$36,400.00	\$47,840.00
SPORTS OPERATIONS COORDINATOR	\$36,400.00	\$47,840.00
COMMUNICATION & MARKETING COORDINATOR	\$36,400.00	\$47,840.00
RECREATION OPERATIONS COORDINATOR	\$36,400.00	\$47,840.00

PARKS AND RECREATION PART-TIME AND SEASONAL POSITIONS

<u>Position</u>	<u>Min. \$/Hour</u>	<u>Max. \$/Hour</u>
Aquatic Center Manager	\$15.00	\$20.00
Aquatic Assistant Manager	\$13.00	\$17.00
Aquatic Crew Leader	\$13.00	\$15.00
Lifeguard	\$13.00	\$14.00
Swim Instructor	\$13.00	\$14.00
Swim Instructor Assistant	\$10.10	\$11.50
Aquatic Team Member	\$10.10	\$11.50
Day Camp Director	\$14.00	\$18.00
Day Camp Coordinator	\$12.00	\$14.00
Recreation Team Member	\$10.10	\$13.50
Park Maintenance	\$13.00	\$16.00
Facility Maintenance	\$13.00	\$16.00

2023 Pay Schedule

PARKS AND RECREATION PART-TIME AND SEASONAL POSITIONS (cont.)

<u>Position</u>	<u>Min. \$/Hour</u>	<u>Max. \$/Hour</u>
Sports League Manager	\$12.00	\$21.00
Site Coordinator	\$10.10	\$13.50
Program & Event Coordinator	\$12.00	\$21.00
Customer Service Coordinator	\$12.00	\$19.00
Driver	\$12.00	\$16.00
Recreation Coordinator	\$11.00	\$17.00
Mound Golf Course Assistant Manager	\$15.00	\$24.00
Mound Golf Course Clubhouse Team Member	\$11.00	\$16.00

PUBLIC WORKS DEPARTMENT

	<u>MINIMUM</u>	<u>MAXIMUM</u>
PUBLIC WORKS PROJECT MANAGER	\$86,655.09	\$111,979.25
PUBLIC WORKS SUPERINTENDENT	\$71,835.83	\$91,914.04
PUBLIC UTILITIES SUPERINTENDENT	\$71,835.83	\$91,914.04
ENVIRONMENTAL COORDINATOR	\$64,948.06	\$79,699.18
PUBLIC WORKS SUPERVISOR	\$61,616.07	\$79,039.98
PUBLIC UTILITIES SUPERVISOR	\$61,616.07	\$79,039.98
CHIEF OPERATOR	\$54,870.96	\$69,757.77
MAINTENANCE WORKER	\$21,008.00	\$38,451.26

SAFETY DEPARTMENT

POLICE CAPTAIN	\$98,714.73	\$110,404.65
LIEUTENANT	\$96,444.76	\$107,871.38
ASSISTANT TO THE CHIEF OF POLICE	\$41,927.42	\$66,310.81
RECORDS CLERK	\$40,134.49	\$52,328.72

Benefit Parity

Command Positions/Non-organized

Police Captain*
Police Lieutenant**

Benefits

Uniform Allowance +\$250*
Uniform Allowance +\$100**
Education Incentive \$1,140**

Uniform Allowance - use equivalent of non-patrol assignment sergeant uniform allowance +\$100** or \$250*.

Management Positions/Non-organized

Public Works Superintendent
Public Utilities Superintendent
Public Works Supervisor/Fleet
Public Works Supervisor
Public Utilities Supervisor
Traffic Supervisor
Chief Operator
Parks and Facilities Superintendent
Parks Supervisor
Facility Supervisor
Parks Crew Leaders

Benefits

Safety shoes/Safety glasses
Call Back and Call In Pay
Holiday Pay
Compensatory Time
Meal Allowance
Overtime
Tool Allowance

Group A- Holiday Pay only

Parks and Facilities Superintendent

Group B- Holiday Pay and Safety Shoes/Safety Glasses

Public Works Superintendent
Public Utilities Superintendent
Parks Supervisor
Facility Supervisor

Group C - Safety Shoes/Safety Glasses, Call Back and Call In Pay, Holiday Pay, Compensatory Time, Meal Allowance, Overtime

Public Works Supervisors
Public Utilities Supervisors
Traffic Supervisor
Chief Operator
Parks Crew Leaders

Group D - Safety Shoes/Safety Glasses, Call Back and Call In Pay, Holiday Pay, Compensatory Time, Meal Allowance, Overtime, and Tool Allowance

Fleet Maintenance Supervisor

All benefits are equivalent to the bargaining unit except where specifically denoted.

ORDINANCE NO. 7004

AN ORDINANCE APPROVING PROJECT CONSENT LEGISLATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR I75 / SR725 INTERCHANGE IMPROVEMENTS AND DECLARING AN EMERGENCY.

PRELIMINARY CONSENT LEGISLATION

Rev. 6/26/00

**PID No. 108619
MOT SR 725 14.41**

The following is an Ordinance enacted by the City of Miamisburg, Montgomery County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I – Project Description

WHEREAS, the State has determined the need for the described project:

Intersection improvement of the interchange at Interstate 75 and State Route 724 from SLM 14.410 to 14.990 through the City of Miamisburg

NOW THEREFORE, be it ordained by the City of Miamisburg of Montgomery County, Ohio.
LPA

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI – Authority to Sign

I, City Manager of said City of Miamisburg, is hereby empowered on behalf of the
(Contractual Agent) (LPA)

City of Miamisburg to enter into contracts with the Director of Transportation which is
(LPA)

necessary to complete the above described project.

Passed: December 20, 2022.
(Date)

Attested: _____
(Clerk)

Attested: Kem Conner
(Clerk)

City Manager
Mayor Michelle Collins
Mayor

The Ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Miamisburg of Montgomery County, Ohio

I, Kim Combs, as Clerk of the City of Miamisburg, of Montgomery County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No 7004 adopted by the legislative Authority of the said City of Miamisburg on the 20th day of December, 2022.

That the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance No. 7004 Page

Record No.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 20th day of December 2022.

(Clerk)

(CITY SEAL)

City of Miamisburg, Montgomery County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described for the City of Miamisburg, Montgomery County, Ohio.
(LPA)

Attested: _____ Date _____
(Contractual Agent)



For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)