



**CITY OF HUBER HEIGHTS
STATE OF OHIO
City Council Meeting
Regular Session
April 10, 2024
6:00 P.M.**

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

- 1. Call The Meeting To Order - Mayor Jeff Gore**
- 2. Invocation - Pastor Randy Griffith Of The Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio**
- 3. Pledge Of Allegiance**
- 4. Roll Call**
- 5. Approval Of Minutes**
 - A. City Council Meeting Minutes - March 25, 2024
- 6. Special Presentations/Announcements**
 - A. National Public Safety Telecommunicators Week Mayoral Proclamation Presentation - Mayor Jeff Gore
 - B. Introduction Of The New Law Director Christopher R. Conard And Assistant Law Directors Sarah J. Sparks And Jordan P. Staley From Coolidge Wall Co., L.P.A.
- 7. Citizens Comments - Agenda Items**

8. **City Manager Report**

9. **Pending Business**

10. **New Business**

ADMINISTRATION

Richard S. Dzik, City Manager

- A. A Resolution Authorizing The City Manager To Negotiate A Lease For The Former Sinclair Site Located At 7301 Shull Road And To Enter Into Contract For Professional Design Services To Facilitate Future Use As The Huber Heights Senior Center.
(first reading)
- B. A Resolution Authorizing The City Manager To Enter Into A Change Order With Respect To The Design Contract Of The New Governance Center With LWC, Incorporated.
(first reading)
- C. An Ordinance Authorizing The Execution Of A Master Lease-Purchase Agreement And Related Payment Schedule For The Purpose Of Acquiring A Sewer Jet/Vacuum Truck For Use By The City, And Declaring An Emergency.
(first reading)
- D. A Resolution Authorizing A Moral Claim For Damages And Incidentals Associated With A Water Main Break.
(first reading)
- E. A Resolution Authorizing The City Manager To Negotiate And Enter Into An Agreement For The Sale Of Land And The Actions Relative To The Sale Of Such Land Identified As Parcel Number P70 03901 0043.
(first reading)
- F. A Resolution Authorizing The City Manager To Enter Into A Contract For The Traffic Signal Monitoring Project And Waiving The Formal Bidding Requirements.
(first reading)
- G. A Resolution Authorizing The City Manager To Enter Into A Contract For The 2024 Rehabilitation Of Sewer Lines Project.
(first reading)
- H. A Resolution Authorizing The City Manager To Solicit A Request For Proposals (RFP) From Qualified Engineering Consulting Firms To Provide Engineering Design For The 2025-2030 Water Main Replacement Projects.
(first reading)

11. **Citizens Comments - General**
12. **City Official Reports And Comments**
13. **Executive Session**
14. **Adjournment**

AI-9968

Minutes A.

City Council Meeting

Meeting Date: 04/10/2024

Approval Of Minutes - 03/25/2024

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Emergency Legislation?: No

Motion/Ordinance/ N/A

Resolution No.:

Agenda Item Description or Legislation Title

City Council Meeting Minutes - March 25, 2024

Purpose and Background

Approval of the minutes from the March 25, 2024 City Council Meeting.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

There are no financial implications to this agenda item.

Attachments

Minutes

1. **Call The Meeting To Order - Vice Mayor Don Webb**

The Huber Heights City Council met in a Regular Session on March 25, 2024. Vice Mayor Don Webb called the meeting to order at 6:00 p.m.

2. **Invocation - Pastor Randy Griffith Of The Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio**

3. **Pledge Of Allegiance**

4. **Roll Call**

Present: Scott Davidson, Kathleen Baker, Mark Campbell, Nancy Byrge, Fred Aikens, Anita Kitchen, Don Webb

Absent: Brian Looney, Jeff Gore

Staff Present: Clerk Of Council Anthony Rodgers; City Manager Richard Dzik

Mrs. Byrge moved to excuse the absences of Mayor Gore and Mr. Looney; Ms. Baker seconded the motion.

On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, and Mr. Davidson voted yea; none voted nay. The motion passes 7-0.

5. **Approval Of Minutes**

- A. City Council Meeting Minutes - February 12, 2024
- B. City Council Meeting Minutes - February 26, 2024
- C. City Council Meeting Minutes - March 11, 2024

The minutes for the February 12, 2024, February 26, 2024, and March 11, 2024, City Council Meetings were approved by the Huber Heights City Council as submitted.

6. **Special Presentations/Announcements**

- A Ohio Law Enforcement K9 Association Ballistic Vest Donation Presentation - Police Chief Mark Lightner And Vice Mayor Don Webb

Vice Mayor Don Webb joined members of the Police Division and the Ohio Law Enforcement K9 Association for the presentation. Ms. Lorna Funderer from the Ohio Law Enforcement K9 Association provided K9 Samo with a bulletproof vest. She said the Ohio Law Enforcement K9 Association makes sure the K9 officers are covered and protected with the same technology provided to human officers.

Officer Shawn Waler said it is comforting to know that K9 Samo has the same protection as other police officers.

Lieutenant Anthony Ashley thanked Ms. Furderer and the Ohio Law Enforcement K9 Association and said the donation is very much appreciated.

- B. Fair Housing Month Proclamation Presentation To Mr. John T. Zimmerman, Vice President, Miami Valley Fair Housing Center, Inc. - Vice Mayor Don Webb

Vice Mayor Don Webb read and presented a mayoral proclamation designating April, 2024 as Fair Housing Month to Mr. John T. Zimmerman, Vice President of the Miami Valley Fair Housing Center, Inc. Mr. Zimmerman said he left brochures regarding housing assistance in the lobby. He encouraged residents of Huber Heights who have a housing problem to call the center. He said all of the services the Miami Valley Fair Housing Center, Inc., provides are free.

- C. Welcome Dayton Countywide Presentation - Mrs. Nancy Byrge, At Large Councilmember, And Members Of Welcome Dayton Countywide

Councilmember Nancy Byrge gave a presentation on Welcome Dayton Countywide, which began as an initiative to help new Americans transition into a new life in Dayton, whether a refugee or new American citizen. She said acknowledging there is widespread immigration throughout Montgomery County, Welcome Dayton Countywide was established. Mrs. Byrge discussed the distinct differences between a refugee and a new American. She said there are two major agencies that support refugees in the Dayton/Miami Valley Area, the Catholic Social Services of the Miami Valley and Advocates For Basic Legal Equality, Inc. She said new Americans need assistance in obtaining basic needs such as obtaining ID's, enrolling children in schools, and navigating the legal system and banking services just to name a few. She said there have been three listening sessions; one each in Riverside, Centerville, and Miamisburg. She said Huber Heights will host the fourth listening session. She said the attendees include immigrants, City Staff, Police Division Staff, and school, community members, and nonprofit representatives. She said the goal of the listening session is to provide an opportunity to hear from new Americans about the challenges they face and how to help those immigrants successfully integrate into the community. She said for foodies, there is a website called www.ethnoshdayton.com and the organization holds monthly dinners from different cultures. She said the next step for Huber Heights is to evaluate the new American needs through a community needs assessment and inclusion of those needs in the AARP livable communities initiative to help new Americans integrate and become productive members of the community. She said the next listening session for new Americans will be held at the Huber Heights Library on April 23, 2024 from 6:00 p.m. to 8:00 p.m.

Ms. Baker asked if the City can partner with the Huber Heights City Schools and add this information to the school system's website?

Mrs. Byrge said she will be contacting Mr. Jason Enix and the superintendent of Bethel Local Schools to advertise this information. She said the intent is to reach out to as many people as possible.

Vice Mayor Don Webb asked if this event is an informal get together or a structured meeting.

Mrs. Byrge said there is a facilitator, attendees break into groups, and there is feedback and shared information and experiences. She said the meeting is open and welcoming.

7. Citizens Comments - Agenda Items

There were no citizens comments on agenda items.

8. City Manager Report

City Manager Richard Dzik said Republic Services is still experiencing issues with trash pickup due to staffing issues. He said the Code Enforcement Division has suspended violation notices for trash receptacles. He asked residents to leave trash cans at the curb until Republic Services picks up the trash. He said Council's guidance a few meetings ago regarding park improvements has allowed the Parks Manager and the Public Works Manager the ability to move quickly with the necessary repairs and upgrades. He said the fence at the Dog Park will receive an upgrade the first week of May, 2024, replacement panels have been ordered for Shullgate Park, and the new playset for Shullgate Park is expected August 1, 2024. He said City Staff have also placed new picnic tables at the pickleball courts in Twin Creeks Park. He said the designs are new and the Parks Manager welcomes feedback from the public on the look and durability of the picnic tables. He said the Dial Park gazebo is expected to be delivered May 6, 2024. He said there will also be landscaping with trees, wildflowers, and grasses around the gazebo and in Dial Park once the designs are approved. He said in less than 48 hours, the City distributed 100 free trees to residents in honor of Arbor Day. He said free solar eclipse glasses can be picked up at City Hall or the YMCA. He said City Staff are encouraging residents to view the eclipse from home as a large number of visitors are expected in the region. He said the City is organizing an at-home scavenger hunt through an app called Goose Chase, and once the details are complete, the code to join will be available on the City's website. He said vendor registration is open for Star Spangled Heights, and vendors can apply on the City's website. He said Popeyes Chicken is holding a grand opening at 11:00 a.m. on March 26, 2024.

Mr. Davidson said in his neighborhood, the trash cans are in the middle of driveways which causes problems with mail delivery. He asked residents to place trash cans at the curb.

Mr. Aikens asked if Council will be at Popeyes Chicken to represent the City.

Clerk Of Council Anthony Rodges said Mrs. Byrge will attend the event in place of Mayor Gore.

Mr. Dzik reminded residents of the cybersecurity training at the library on April 15, 2024. He said notices went out to affected residents from the City's cyberattack.

9. Pending Business

- A. An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 17; And Repealing Ordinances And Resolutions In Conflict Therewith.
(second reading)

Mr. Rodgers said this legislation is to adopt Supplement 17 as an update to the City Code, which represents the codified legislation of the City Council for the fourth quarter of 2023. He said this legislation is at the second reading.

Ms. Baker moved to adopt; Mrs. Byrge seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 7-0.

- B. An Ordinance Vacating And Extinguishing Certain Utility Easements At The Former Marian Meadows Property.
(second reading)

Mr. Dzik said this legislation is to vacate six utility easements that will allow the new roadway to be built at the former Marian Meadows property for the Authentix project.

Mr. Davidson moved to adopt; Ms. Baker seconded the motion. On a call of the vote, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passes 7-0.

- C. A Resolution Authorizing The City Of Huber Heights To Enter Into An Agreement With Coolidge Wall Co., L.P.A. For Legal Services As City Attorney/Law Director For The City Of Huber Heights, Ohio.
(second reading)

Mr. Rodgers said this item was discussed at the last City Council Meeting when the City Council went into Executive Session to discuss the Law Director agreement. He said after feedback from Council, a discussion was had with Coolidge Wall, and Council is being presented with an updated Law Director agreement as Exhibit A. He said the City Council's actions tonight would be to amend the resolution to add Exhibit A and then a second motion to adopt the resolution as amended.

Mr. Campbell moved to amend the legislation to add Exhibit A; Mr. Aikens seconded the motion. On a call of the vote, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 7-0.

Mr. Campbell moved to adopt; Ms. Baker seconded the motion. On a call of the vote, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Aikens voted yea; none voted nay. The motion passes 7-0.

10. New Business

CITY COUNCIL
Anthony Rodgers, Clerk Of Council

- A. A Motion To Amend the 2024 City Council Meeting Schedule To Reschedule The April 8, 2024 Regular City Council Meeting To The April 10, 2024 Regular City Council Meeting Due To Security Arrangements And Emergency Response Protocols Related To the April 8, 2024 Solar Eclipse.

Mr. Rodgers said on the recommendation of the City Manager, it was decided to reschedule the City Council Meeting scheduled on April 8, 2024 to April 10, 2024 due to the solar eclipse.

Mrs. Kitchen moved to adopt; Mrs. Byrge seconded the motion. On a call of the vote, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Aikens, and Mrs. Kitchen voted yea; none voted nay. The motion passes 7-0.

- B. A Motion To Amend the 2024 City Council Meeting Schedule To Reschedule The May 13, 2024 Regular City Council Meeting To The May 9, 2024 Regular City Council Meeting Due To City Council/City Staff Attendance At Economic Development/Training Events The Week Of May 13, 2024 That Will Preclude A Required City Council Quorum In Attendance At the May 13, 2024 Regular City Council Meeting As Scheduled.

Mr. Rodgers said there will not be a quorum present for the original City Council Meeting date of May 13, 2024 due to City Staff and Council attendance at an economic development/training event, so there is a need to reschedule the City Council Meeting to Thursday, May 9, 2024.

Mr. Campbell moved to adopt; Mr. Davidson seconded the motion. On a call of the vote, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs.

Kitchen, and Mr. Webb voted yea; none voted nay. The motion passes 7-0.

ADMINISTRATION

Richard S. Dzik, City Manager

- C. A Resolution Approving The Countywide 911 Services Final Plan As Approved By The Countywide 911 Program Review Committee.
(first reading)

Mr. Dzik said the Countywide 911 Committee had to adopt a new plan, and that plan requires acceptance by 60 percent of the representatives of the population of Montgomery County. He said this plan preserves the funding that Huber Heights currently receives from the State Of Ohio 911 Fund to operate the City's Dispatch Center and it leaves the City's finances whole.

Mrs. Byrge moved to adopt; Mr. Aikens seconded the motion. On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, and Mr. Davidson voted yea; none voted nay. The motion passes 7-0.

- D. A Resolution Appointing Jonathan J. Downes, Esquire Of The Law Firm Zashin & Rich As Special Legal Counsel To The City Of Huber Heights To Represent The City With Regard To Employment Matters.
(first reading)

Mr. Dzik said Mr. Downes has represented the City previously in labor relations and collective bargaining matters. He said Mr. Downes is considered an expert in the State of Ohio, and he will provide employment and labor counsel as needed in lieu of the Law Director.

Mr. Campbell moved to adopt; Ms. Baker seconded the motion.

Mr. Webb asked Mr. Dzik to clarify what the City is looking at with this law firm versus the previously approved agreement with Coolidge Wall.

Mr. Dzik said even when the City was represented by PS&E, Mr. Downes and his firm were brought in to represent the City's employment matters because of the firm's expertise. He said he has worked with Mr. Downes previously in Mount Vernon and he is well regarded in the State of Ohio. He said even Coolidge Wall would agree that Huber Heights wants the best representation possible, and Mr. Downes and his firm bring great legal representation to the City.

Mrs. Kitchen asked if there is anything current that the City would need this type of legal counsel this year as she thought the City had already been through all of the labor negotiations.

Mr. Dzik said throughout the year the City may need legal counsel on various issues, whether they are disciplinary matters or policy development or a variety of issues that may arise where the City would want a labor attorney on retainer to answer those questions.

Mrs. Kitchen asked if there is a maximum contract with Mr. Downes.

Mr. Dzik said currently the City cannot spend more than \$75,000 based on spending limits for each vendor, and he does not see the City coming close to that amount.

On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 7-0.

- E. An Ordinance Authorizing Transfers Between Various Funds Of The City Of Huber Heights, Ohio And Amending Ordinance No. 2024-O-2625 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2024 And Ending December 31, 2024.
(first reading)

Mr. Dzik said there are a variety of supplemental appropriations in this legislation that Council heard about at the last Council Work Session. He said the item he wants to touch on are the questions related to 4th Of July. He apologized that Council did not receive responses to questions posed until 5:00 p.m. He said the City has sought sponsors for these events, the Arts and Beautification Commission will have a barn brunch, and Kroger is a partner on the Star Spangled Heights celebration. He said there will be three times the amount of rides this year, and the vendor will sell a \$10 wristband which is good for the entire day. He said what the City is getting for the \$43,000 appropriation is triple the amount of rides and more fun for families and children. He said the City is confident that the insurance company is providing the necessary coverage and that the City is protected where it needs to be.

Mrs. Kitchen asked will the City receive the \$10 from the wristbands sold or will the ride company receive that money.

Mr. Dzik said the vendor keeps the money and this plan was designed to keep the City's costs down. He said \$43,000 is not that much to get three times the amount of rides.

Mrs. Byrge said there were concerns about the length of the fireworks show and she asked if the City Staff had advised Rozzi that the City would like more quality over quantity this year.

Mr. Dzik said 20 minutes is the attention span most people have so he will try to get a 20-minute show.

Mr. Rodgers said the vendor last year had some misfires and other issues and Roozzi rebated the City some amount of the contract as a result.

Mrs. Kitchen said regarding water, in lieu of what the Council found out last week that the City is not getting the additional funds and the City is going to spend \$750,000 for the water treatment plant, what is the plan? She said the residents were promised an increase in water main replacement funds for 2025 and now that will not happen until 2031.

Mr. Dzik said he does not know how this relates to the 4th Of July, but he knows the City is engaging a firm for a rate study to determine what the water rates should be. He said as City Manager he is authorized to initiate a water rate increase up to the cost of living calculation, but the City is going to continue to look for ways to generate revenue, whether it be additional homes in the City, TIF revenues, or other things. He said he does not have an answer for Mrs. Kitchen today, but the City will continue to work on that question.

Mrs. Kitchen asked if the filtration system is working correctly?

Mr. Dzik said some of the filter media is washing out, and it was unexpected. He said the most important thing the City needs to invest in is the water plant. He said if the plant goes down, it does not matter how good the water lines are, no one is getting any water.

Mrs. Byrge moved to waive the second reading; Ms. Baker seconded the motion. On a call of the vote, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passes 7-0.

Mrs. Byrge moved to adopt; Ms. Baker seconded the motion. On a call of the vote, Mr. Aikens, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; Mrs. Kitchen voted nay. The motion passes 6-1.

- F. A Resolution Authorizing The Director Of Finance To Remove \$963.20 In Grass/Weeds Assessment Fees From The Property At 7220 Kirkview Drive.
(first reading)

Mr. Dzik said this property changed hands before the City was able to list assessments with Montgomery County. He said City Staff did not think it was fair to assess the new property owners for something they did not do and City Staff are asking the City Council to waive those assessments through this legislation.

Ms. Baker moved to adopt; Mr. Aikens seconded the motion. On a call of the vote, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Aikens voted yea; none voted nay. The motion passes 7-0.

- G. A Resolution To Increase The Not To Exceed Amount For S.B. Friedman & Company For Land Development Study For The Economic Development Department In Calendar Year 2024.
(first reading)

Mr. Dzik said as Mr. Bryan Chodkowski had discussed with Council, the City will be obtaining a market analysis on a number of projects across the City.

Mr. Davidson moved to adopt; Mr. Campbell seconded the motion. On a call of the vote, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Aikens, and Mrs. Kitchen voted yea; none voted nay. The motion passes 7-0.

- H. A Resolution Authorizing The City Manager To Enter Into A Contract For The Pressure Filter Improvement Project.
(first reading)

Mr. Dzik said the filters at the water treatment plant are working properly and filtering water correctly but the filters should not be losing as much filter media as is being lost. He said this legislation authorizes bringing in a firm to study the filters. He said this project is probably only one of a couple of projects needed to upgrade and improve the water plant.

Ms. Baker moved to adopt; Mr. Davidson seconded the motion.

Mrs. Kitchen asked how long the project is supposed to last.

Mr. Dzik said the study is based on the timeline of the consultant. He said he would imagine once engaged, the company could complete the study within a couple of months. He said he will look into the timeline and get back with Council.

Mr. Webb asked where the media is going?

Mr. Dzik said he will find out.

Mr. Davidson said when Council toured the facility, they were told the media is going into the soft water tubes and clogging that area.

On a call of the vote, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, and Mr. Webb voted yea; none voted nay. The motion passes 7-0.

- I. A Resolution Accepting Certain Streets And Public Improvements For The Quail Ridge Subdivision.
(first reading)

Mr. Dzik said with new developments the City has to accept those streets and the naming of those streets and this dedication is for the Quail Ridge Subdivision.

Mrs. Byrge moved to adopt; Ms. Baker seconded the motion. On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, and Mr. Davidson voted yea; none voted nay. The motion passes 7-0.

- J. A Resolution Authorizing The City Manager To Award And Enter Into Contracts For The 2024 Street Program.
(first reading)

Mr. Dzik said Council authorized City Staff to go out to bid for the 2024 Street Program and this legislation is for the award of that bid.

Ms. Baker moved to adopt; Mrs. Byrge seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 7-0.

- K. A Resolution Authorizing The City Manager To Enter Into Contracts For The 2024 Sidewalk Program And The Concrete Portion Of The 2024 Street Program.
(first reading)

Mr. Dzik said this legislation is an award on a previous bid for the 2024 Sidewalk Program and the concrete portion of the 2024 Street Program.

Mr. Davidson moved to adopt; Ms. Baker seconded the motion.

Mr. Webb asked if this information is available to the public on the City's website.

Mr. Dzik said this information is available in the meeting packet which contains the bids and a list of the locations.

Mrs. Kitchen said that the City Council had discussed sending 2025 notices out to people at this time of year to allow time for residents to do the repairs themselves or hire a contractor to complete repairs. She said in doing it the old way, residents did not receive letters until September or October, and by that time it was too late to hire a concrete contractor.

Mr. Dzik said the City is making a contract for an entire city, and he hopes the City is getting the best pricing over an individual contractor. He said he would try to get the notices out as soon as possible.

Mrs. Byrge said she remembers the City Engineer saying if people want to hire a contractor on their own, there is a list of approved contractors available from the Engineering Division.

Mr. Webb said what Mrs. Kitchen is talking about was discussed with Council by the City Engineer. He said the intent is to start rolling those notices forward if not all at once, at least a little bit each year, until people have more advance notice. He said it is the desire of Council to see the notices come out sooner to give residents more time to get the sidewalk work done on their own.

On a call of the vote, Mrs. Byrge, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passes 7-0.

- L. A Resolution Authorizing The City Manager To Enter Into A Contract For The Installation Of Crosswalk Stamping At Different Intersections Project.
(first reading)

Mr. Dzik said the City Council previously authorized this item to go to bid, and this legislation is to award the contract for the crosswalk stamping at various intersections in the City.

Mrs. Byrge moved to adopt; Ms. Baker seconded the motion.

Mr. Aikens asked Mr. Dzik how long the crosswalk stamping lasts.

Mr. Dzik said it depends on traffic, and he will have to check with the City Engineer. He said the crosswalk stamping could last anywhere from many years to just a couple of years. He said there was discussion previously about seeing which vendors have been used and which product lasted longer. He said it is the City Engineer's goal to make sure the City uses the best and cheapest contractor.

Mr. Webb discussed the contractor and said the crosswalk stamping at Chambersburg Road and Brandt Pike is holding up very well. He compared this work to the work on Little York Road. He said the City Engineer said this process would be the same as what was done at Chambersburg Road.

Mr. Dzik said there is a lot of evaluation that goes into the bid process. He said there is a balance of cost versus quality.

On a call of the vote, Mr. Aikens, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 7-0.

- M. A Resolution Authorizing The City Manager To Purchase A Vac Truck And Appurtenant Equipment And Waiving The Formal Bidding Requirements. (first reading)

Mr. Dzik said a new sewer vac truck is needed for sewer lines and water line repairs.

Ms. Baker moved to adopt; Mr. Davidson seconded the motion.

Mrs. Kitchen asked Mr. Dzik why the formal bidding requirements are being waived.

Mr. Dzik said these vehicles are designed to the needs of the City Staff. He said it is a lot like a fire truck or an ambulance in that the City Staff designs the equipment based on the need, and a vendor is picked that can most closely match that need.

On a call of the vote, Mr. Webb, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Aikens voted yea; Mrs. Kitchen voted nay. The motion passes 6-1.

11. Citizens Comments - General

Mrs. Lori Hartman said she has been a vendor at the Farmers Market in Huber Heights since its inception in 2020. She said she was utilized by City Staff as a reference for what vendors needed in order to participate in the Farmers Market. She said she told City Staff that one of the most important things needed was liability insurance that also names the City of Huber Heights and the Farmers Market At The Heights as secondary insured. She said the Parks Manager came back and stated the City did not wish to make that requirement because the City wanted all entrepreneurs interested in participating to be able to participate. She said the City did not want that financial burden placed on the vendors, so the City was making the Farmers Market an event and a City Staff member would be present in order to have insurance protection for the Farmers Market. She said recently a decision was made to remove the City Staff member from the Farmers Market, removing that event protection from the Farmers Market. She said her insurance provider stated this decision puts her as a vendor at a higher liability as she could have a file claimed against her for any damage caused by accidents with other vendors or participants. She gave several examples of incidents where a claim could be filed against the insured vendors and said her insurance rates would go up over \$1,000 per year. She said she had to cease

participation in the Farmers Market due to that fact. She said she was told by City Staff that there was an application for a contracted position on the vendor's application, and that contracted position would be a 1099 employee. She said her insurance company explained the issues with a contractor versus a City Staff member. She said she made the decision not to participate, but she feels a responsibility towards all the vendors as they have become a family that helps each other. She said she informed the vendors of the changes, and there are people concerned who have already paid to be a vendor but now do not know if they want to participate. She said someone who does not carry liability insurance could possibly lose their home.

Mr. Dzik said he received Mrs. Hartman's email of March 6, 2024 and he asked if she had an opportunity to meet with the Assistant City Manager or the Parks Manager?

Mrs. Hartman said she has not been contacted.

Mr. Dzik said it was his understanding there would be a followup meeting to discuss Mrs. Hartman's concerns, and he said he would make sure that meeting gets scheduled.

Mrs. Byrge said this is the first she has heard that the City was removing a City Staff member from the Farmers Market and she said it was interesting the City would do that without knowing the ramifications.

Mr. Dzik said he has overseen farmers markets where space was provided and the vendors manage on their own. He said he will look into this issue.

Mr. Bruce Dumler said he owns Circle R&H Farm and he has been a vendor at the Farmers Market since it opened in 2020. He said he lives in Washington Township and he has had the opportunity to go to farmers markets much closer to home, but he participates in the Huber Heights Farmers Market because of the loyal customers here in Huber Heights and the ability to support those in need through the Seniors Farmers Market Nutrition Program, WIC, and SNAP. He said the risk to his business now is too much. He said he cannot afford this insurance and he cannot put his business at risk if the changes occur. He said he loves the customers he has here in Huber Heights, and it is a very family-oriented market.

Mrs. Byrge asked Mr. Dumler if he experiences the same issue with insurance at other Farmers Markets?

Mr. Dumler replied yes. He said he thinks that some of the craft vendors who attend do not make in a year what the liability insurance would cost.

Mrs. Byrge asked Mr. Dzik, if when he is investigating this issue, he would include an analysis on how many people take advantage of the WIC program and Seniors Farmers Market Nutrition Program.

Mr. Dzik said he wants to get an idea from the Law Director about farmers markets in general. He said farmers markets have some broad allowances. He said he would like to have the Law Director dig in to the Ohio Revised Code.

Ms. Baker asked if the City provides insurance for the 4th Of July vendors.

Mr. Dzik said he does not believe so, he thinks the vendors insure themselves.

Ms. Baker asked if the City is treating all of the vendors the same.

Mr. Dzik said the City treats all of the vendors the same, but he has to dig into the insurance requirements. He said he does not believe the City requires liability insurance.

Mr. Aikens asked for clarification on if it is because of the insurance that the City is not providing insurance or is it because of not having the employees to cover it.

Mr. Dzik said as he understands it from Mrs. Hartman, because a City employee is not on site, the vendors' insurance companies do not consider the Farmers Market to

be a City sanctioned event. He said the City in general as a government entity has a lot of exclusions from liability. He said he is also curious how other cities handle farmers markets without having City Staff present.

Vice Mayor Don Webb said he has been to a lot of farmers markets throughout the region, and he cannot imagine there is something in Huber Heights that is so different that it would mess up this farmers market. He asked Mr. Dzik to work on this problem as the Huber Heights Farmers Market is really important.

Mr. Campbell said having a farmers market is a policy decision that Council must have agreed upon, and he is shocked to hear that administratively the City has done something different to cause this big change. He confirmed that Mr. Dzik, Mrs. Hartman, and Mr. Dumler would be available tomorrow to have a meeting so this matter could be wrapped up by Wednesday or Thursday.

Mrs. Hartman clarified that the lack of a liability insurance requirement from the City of Huber Heights is something different from the other farmers markets she has participated in. She said for every farmers market she has participated in, she has had to have liability insurance coverage with the farmers market listed as a secondary insurance. She said the Huber Heights Farmers Market is the only farmers market she has participated in that does not require liability insurance.

Ms. Julie Reese said she is against the annexation. She discussed her opinion on how she feels the developer obtained the land and had help from members of the City of Huber Heights government. She said the Huber Heights Zoning Code allows extremely high density development. She said Bethel Township is more of a rural environment and prefers less density. She said Bethel Township has the choice to have its own zoning regulations or to rely on the county's zoning code. She said Bethel Township has its own zoning code because residents have a vision of how they would like Bethel Township to grow and to plan for such growth. She said annexation is bombarding Bethel Township with growth. She said there is no time to plan for the rate of growth that annexation causes. She discussed the purpose of Bethel Township's zoning code.

Mr. Jeff Morford reviewed and discussed Mayor Gore's comments on Mr. Morford's citizens comments at the last City Council Meeting. He asked the City Council to change the City Charter regarding referendums to match the State of Ohio's referendum requirements. He said if the City Council is truly welcoming of citizens' comments and actions, Councilmembers would see the injustice and change that part of the City Charter as soon as possible. He said if a governing body uses any device to silence or subdue actions of the community, it is a transgression of unforgiveable magnitude. He said the City Council would object if after annexation the land were to be used for any type of cannabis business or gentlemen's club in an effort to protect the residents. He said Bethel Township looks at past high density developments and proposed high density developments with the same reasoning, and those type of developments have hurt the Bethel Township community. He asked Council to vote no on annexation. He discussed his opinions on what is a favorable annexation.

Ms. Terri Lussier said she lives in Ward 6. She said she made a social media post regarding annexation which brought on a lot of conversation. She read comments made on the social media post in an effort to make the comments part of the public record. She said the most popular comment was that this annexation is a negative for Huber Heights and Bethel Township and neither school district can support this many new families. She said a recurring theme is enough is enough; there are people in other cities complaining how bad it is in Huber Heights when they travel through. She read many more comments of discontent regarding annexation. She read a comment from a gentleman who remembers the way the City came together and fought annexation from Dayton and he thought it was a great moment in Huber Heights history and he cannot understand why Council would do the same to its neighbors.

12. City Official Reports And Comments

Ms. Baker read an email she received approving the annexation. She thanked Ms. Lussier for encouraging residents to email Council.

Mrs. Byrge said she keeps hearing remarks about the schools, but the City Council met with the Huber Heights Schools Superintendent and the School Board who went through analysis and showed charts affirming to Council that based on growth and projections that the schools can handle the expansion even if the annexation was approved. She said that issue is a misnomer out there.

An unidentified member from the audience interrupted the meeting and said that the school district will be Bethel Local Schools and not affect Huber Heights City Schools.

Mrs. Byrge said she understands that distinction.

Mr. Jamie Lussier interrupted the meeting asked if the City of Huber Heights is planning on sending the students resulting from the annexation to Huber Heights City Schools?

Vice Mayor Don Webb said if Mr. Lussier had wanted to speak, he should have registered prior to the meeting and spoken during the citizens comments portion of the meeting.

Mr. Lussier said he realizes Mr. Webb is not a fan of open discussion at a meeting.

Mr. Webb said he is a fan of open discussion at a meeting; however, there are rules and protocols Council tries to follow. He said this forum is not a back and forth between anyone who happens to be sitting in the meeting and the City Council. He said there is a comment he would like to make that has nothing to do with annexation. He said he does not know if many realize how incredible it is that Huber Heights has a K9 unit and that K9 is so valuable it requires a bulletproof vest like any police officer on the force. He said at the point where annexation is on the agenda and all of Council has had an opportunity to review it, then there will be time for open discussion as it will be an agenda item that can be discussed back and forth. He said he does not approve of back and forth open dialogue and arguing back and forth at the end of a meeting. He said if Mr. Lussier calls that not being a fan of open dialogue, then so be it.

Mrs. Kitchen asked if there is a way to have a meeting with Bethel Local Schools before the vote takes place because the annexation is going to affect Bethel Local Schools.

Ms. Baker said Council had that meeting.

Mrs. Kitchen said not since she has been on Council.

Mr. Aikens said he agrees with Mrs. Kitchen. He said he recalls several conversations about having a Town Hall meeting in regard to the annexation so that Council can discuss the benefits and detriments with both school districts. He said he stopped just short of trying to compel that meeting, but he is sure there are folks on the dais that would be interested in seeing a Town Hall meeting. He said a Town Hall meeting is something that should be considered.

Mr. Webb said he agrees and hopes that the rest of the City Council agrees. He said there is due diligence to be done and there is information that Council needs to have prior to a vote on annexation. He said there will be a lengthy discussion when annexation is before the City Council.

13. Executive Session

There was no need for an Executive Session.

14. Adjournment

Vice Mayor Don Webb adjourned the Regular Session City Council Meeting at 7:39 p.m.

Clerk of Council

Date

Mayor

Date

AI-9966

Special Presentations/Announcements A.

City Council Meeting

City Council

Meeting Date: 04/10/2024

National Public Safety Telecommunicators Week Mayoral Proclamation Presentation

Submitted By: Deborah Wiley

Department: City Manager

Division: Police

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Emergency Legislation?: No

Motion/Ordinance/
Resolution No.: N/A

Agenda Item Description or Legislation Title

National Public Safety Telecommunicators Week Mayoral Proclamation Presentation - Mayor Jeff Gore

Purpose and Background

There is a national recognition for dispatchers during the second week of April to honor public safety telecommunicators for their commitment, service and sacrifice.

National Public Safety Telecommunicators Week is celebrated at all levels of government; generally during the second week of April. Locally referred to as Dispatch Appreciation Week, it is being acknowledged during the week of April 14-20, 2024. Dispatch services are a vital service to and for the citizens of Huber Heights. This mayoral proclamation serves as a formal recognition of the invaluable role of public safety dispatchers.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

N/A

Attachments

Proclamation



City of Huber Heights 2024 National Public Safety Telecommunicators Week Mayoral Proclamation

WHEREAS, the City of Huber Heights Public Safety Communications Center is responsible for answering emergency service 9-1-1 calls for the City of Huber Heights, the City of Riverside, and Butler Township; and

WHEREAS, 9-1-1 Dispatchers are often considered the “First Responder” to the scene of an emergency; and

WHEREAS, in addition to the approximately 124,937 telephone calls in 2023, the City of Huber Heights Public Safety Communications Center handles radio communications with and between the Huber Heights Police and Fire Divisions, the City of Riverside Police and Fire Departments, Butler Township Police and Fire Departments, and surrounding police and fire agencies along with other support services; and

WHEREAS, dispatchers are the link between those in the community and the public safety response system and the Huber Heights Dispatchers are trained to gather pertinent information during the 81,634 calls for service in 2023 and to use this expertise to prioritize those calls for the public safety agencies.

THEREFORE, I, Jeff Gore, Mayor of the City of Huber Heights, Ohio do hereby proclaim the week of April 14-20, 2024 as:

National Public Safety Telecommunicators Week

in the City of Huber Heights, and publicly salute the service of Public Safety Dispatchers in this community and in communities across the nation and encourage all residents to be aware of the Public Safety Dispatchers and understand the value and proper use of the 9-1-1 system.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Huber Heights to be affixed this tenth day of April in the Year of Our Lord, Two Thousand and Twenty-Four.

JEFF GORE
MAYOR

AI-9997

Special Presentations/Announcements B.

City Council Meeting

City Council

Meeting Date: 04/10/2024

Introduction - New Law Director/Assistant Law Directors - Coolidge Wall Co., L.P.A.

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Introduction Of The New Law Director Christopher R. Conard And Assistant Law Directors Sarah J. Sparks And Jordan P. Staley From Coolidge Wall Co., L.P.A.

Purpose and Background

Effective April 1, 2024, the City Council hired the law firm of Coolidge Wall, Co., L.P.A. to act as the Law Department for the City of Huber Heights. Christopher R. Conard will serve as the City's Law Director with Sarah J. Sparks and Jordan P. Staley serving as the Assistant Law Directors. The Law Director and Mayor Jeff Gore will introduce the representatives of Coolidge Wall Co., L.P.A. to the City Council and the public.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-9991

New Business A.

City Council Meeting

City Manager

Meeting Date: 04/10/2024

Architect Agreement - Senior Center - Renovations - Roll & Associates, Incorporated

Submitted By: Sarah McPherson

Department: Assistant City Manager

Division: Parks/Recreation

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/10/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Negotiate A Lease For The Former Sinclair Site Located At 7301 Shull Road And To Enter Into Contract For Professional Design Services To Facilitate Future Use As The Huber Heights Senior Center. (first reading)

Purpose and Background

The YMCA of Greater Dayton recently informed City Staff that Sinclair Community College will no longer be using its site located at the YMCA At The Heights campus. The YMCA Of Greater Dayton asked if the City would be interested in the space. Upon review, the City determined this space would suit the needs of the Huber Heights Senior Center. The non-profit board governing the Senior Center agreed with this assessment. This resolution facilitates the planning and lease negotiation needed to proceed with establishing the former Sinclair Community College site at 7301 Shull Road as the future home of the Huber Heights Senior Center.

Fiscal Impact

Source of Funds: Senior Center Improvement Fund

Cost: \$23,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

The fees for planning services authorized by this resolution can be funded by the existing 2024 Senior Center Improvement Fund.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO NEGOTIATE A LEASE FOR THE FORMER SINCLAIR SITE LOCATED AT 7301 SHULL ROAD AND TO ENTER INTO CONTRACT FOR PROFESSIONAL DESIGN SERVICES TO FACILITATE FUTURE USE AS THE HUBER HEIGHTS SENIOR CENTER.

WHEREAS, the current tenant, Sinclair Community College, has provided its intent to the landlord, YMCA Of Greater Dayton, to discontinue its use at 7301 Shull Road, Huber Heights, Ohio 45424; and

WHEREAS, the YMCA Of Greater Dayton has approached the City to inquire about the City’s desire to use the space for City operations; and

WHEREAS, the City desires to utilize the space for the future home of the Huber Heights Senior Center.

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

Section 1. The City Manager, or his designee, is hereby authorized and directed to negotiate a lease for space formerly occupied by Sinclair Community College at 7301 Shull Road, Huber Heights, Ohio 45424.

Section 2. The City Manager, or his designee, is hereby authorized, pursuant to Section 171.12 (a)(4), to enter into a contract for professional design services with Roll & Associates, Incorporated to produce designs which tailor the existing space to meet the operational needs of the Huber Heights Senior Center, with all associated costs in an amount not to exceed:

- Design Services: \$18,000.00
- Incidentals & Contingency: \$5,000.00

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9992

**New Business B.
City Manager**

City Council Meeting

Meeting Date: 04/10/2024

Design Contract - Change Orders - LWC, Incorporated - City Governance Center

Submitted By: Jeffrey Adams

Department: City Manager **Division:** City Manager

Council Committee Review?: Council **Date(s) of Committee Review:** 04/10/2024
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Enter Into A Change Order With Respect To The Design Contract Of The New Governance Center With LWC, Incorporated.
(first reading)

Purpose and Background

Due to the vacancy left by Sinclair Community College at 7301 Shull Road, Huber Heights, Ohio 45424 at the YMCA complex, it is now the City's desire to relocate the Huber Heights Senior Center into the now vacant Sinclair Community College space located at the YMCA complex. In addition, the original design of the Governance and Senior Center at The Meadows will need to be redesigned to accommodate the new City Hall.

Fiscal Impact

Source of Funds: Capital Improvement Fund

Cost: \$100,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CHANGE ORDER WITH RESPECT TO THE DESIGN CONTRACT OF THE NEW GOVERNANCE CENTER WITH LWC, INCORPORATED.

WHEREAS, the vacancy left by Sinclair Community College at 7301 Shull Road, Huber Heights, Ohio 45424 at the YMCA complex has changed the City’s wishes from the original design; and

WHEREAS, it is now the City’s desire to relocate the Huber Heights Senior Center into the now vacant Sinclair Community College space located at the YMCA complex; and

WHEREAS, the original design of the Governance and Senior Center at The Meadows will need to be redesigned to accommodate the new City Hall; and

WHEREAS, the City Council has reviewed this request and finds that it is legitimate, necessary, not excessive, and proper.

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

Section 1. Council authorizes changes to the redesign of the Governance Center in the nature of a change order to the LWC, Incorporated contract previously approved by Council in Resolution No. 2023-R-7262. The total amount of this change order shall not exceed \$100,000.00. The form and content of said change order are subject to review and approval by the Law Director.

Section 2. This legislation is adopted in accordance with Section 171.12(a)(4) of the Huber Heights Codified Ordinances.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9989

**New Business C.
City Manager**

City Council Meeting

Meeting Date: 04/10/2024

Lease Financing - Sewer Vac Truck - Veolia Water

Submitted By: Jim Bell

Department: City Manager **Division:** Finance/Tax

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/10/2024

Audio-Visual Needs: None **Emergency Legislation?:** Yes

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

Agenda Item Description or Legislation Title

An Ordinance Authorizing The Execution Of A Master Lease-Purchase Agreement And Related Payment Schedule For The Purpose Of Acquiring A Sewer Jet/Vacuum Truck For Use By The City, And Declaring An Emergency.
(first reading)

Purpose and Background

Veolia Water has informed the City Engineer that the current sewer jet/vacuum truck has reached the end of its useful life after 17 years of service. The monthly cost to rent a sewer vacuum truck is \$14,000. Veolia Water has provided the City with a quote (attached) for a new Sourcewell sewer jet/vacuum truck from Best Equipment Company for \$496,11600. There is a discount of \$54,480.40 to purchase this truck, because it has been a demo unit (displayed at conferences, but never used on the road). City Staff recommend that the City enter into a capital lease for the purchase of a new sewer jet/vacuum truck. Five timely proposals were received by the Finance Department and are included as an attachment. City Staff recommends the lowest and best proposal for a 10-year lease with an interest rate of 4.85% and annual payments of \$62,069.27 from Huntington Public Capital Corp. be approved. The draft documents for the Master Lease Purchase Agreement, including the Term Sheet and the Fiscal Officer Certificate, are being prepared and will be ready prior to Council consideration for the April 10, 2024 City Council Meeting. All of the documents have been thoroughly reviewed by an attorney at Squire Patton Boggs, as bond counsel for the City. Due to the current truck being out of service, the high cost to rent a truck during heavy rain events, and the financing that is only guaranteed until April 30, 2024, City Staff request that the second reading of this legislation be waived at the April 10, 2024 City Council Meeting, with an emergency clause, so the legislation can be effective immediately.

Fiscal Impact

Source of Funds: Sewer Fund

Cost: \$62,069.27

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

The annual lease payments will begin in October, 2024. This amount will be included in the next supplemental appropriation to the 2024 City Budget.

Attachments

Proposals
Specs
Ordinance

2024 Sewer Jet/Vacuum Truck Lease Options - April 2024

<u>Bank/Finance Company</u>	<u>Annual Payments</u>
Cogent Bank	<u>10 Years</u> \$62,259.62
Fifth Third Bank	\$65,933.47
Huntington Bank Leasing	\$62,069.27
JP Morgan Chase Bank	no bid
US Bank Gov't Leasing & Finance	7 year bid
Republic First National Corp.	no bid
Tax Exempt Leasing Corp.	\$64,857.40

Annual Financing for 2024 Sewer Jet/Vacuum Truck will be out of the Sewer Fund

10/1/2024	1st annual payment
10/1/2033	Final annual payment



03/04/2024

NEW SOURCEWELL COMBINATION JET/VACUUM SEWER CLEANER

Sourcewell Contract: 101221-VAC

Customer: CITY OF HUBER HEIGHTS

Shipping: OHIO

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V390H/1000 L H A	
Sourcewell discount	
9 Yard debris body	
Freightliner model 114SD 4 x 2 chassis 43,000 GVWR , 370 HP Engine, 3000RDS transmission California CARB Only *Special Order Chassis	
Body mounting on Chassis	
10" Aluminum telescoping boom with pendant control station	
Front mounted articulating to Driver Side hose reel (Std Pivot)	
600' x 3/4" Jet rodder hose	
50 GPM @ 3000 PSI Giant water system with a GM 5.7 Gas 140HP with auxiliary engine hydraulics	
1000 Gallon polyethylene water tank capacity with 10 year warranty	
A Flat style rear door in lieu of dome style door including hydraulic opener will be provided	
Rear splash shield - Rear flange mounted	
1/4 Turn ball valve water drain	
50' capacity retractable hand gun hose reel	
Air purge system	
Debris body "Power Flush" system, 8 jets	
Hydro-Excavation Package	

Requirement Specification	
Water pump remote oil drain	
Winter recirculating connection for high pressure circuit	
Winter recirculating system for rodder hose	
Auxiliary engine remote oil drain	
Behind cab boom support	
Cone storage rack	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease assembly	
LED 4 Strobes (2) front bumper, (2) rear bumper	
LED Arrow stick	
LED Boom mounted flood lights with limb guard	
Mirror mounted LED strobe light with limb guard	
Front hose reel camera placement	
Low water alarm with light	
Rear camera placement	
Wireless remote control	
Traffic camera with color monitor	
Additional pipe racks	
Lazy Susan pipe rack	
Storage box behind cab 16" x 42" x 96"	
Vac-Con unit painted: Elite White	
Safety Striping package: Blue	
Local dealer pre delivery and inspection	

Requirement Specification	
Delivery to customer facility	
TOTAL CONTRACT PRICE	\$550,596.40
Additional Discount Offered By Local Dealer For Demo Unit	(\$54,480.40)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER FOR DEMO UNIT	\$496,116.00

Delivery is _____ Days after receipt of order.

SOURCEWELL CONTRACT NO 101221-VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC.

969 HALL PARK RD

GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS EMAIL: MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

AUTHORIZING THE EXECUTION OF A MASTER LEASE-PURCHASE AGREEMENT AND RELATED PAYMENT SCHEDULE FOR THE PURPOSE OF ACQUIRING A SEWER JET/VACUUM TRUCK FOR USE BY THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined that it is in the best interest of the City to acquire a new sewer jet/vacuum truck (the "*Equipment*") pursuant to a master lease-purchase agreement and related payment schedule (together with any and all addenda, exhibits and attachments thereto, the "*Lease*"), between Huntington Public Capital Corporation, as lessor ("*Lessor*") and the City, as lessee, and the form of such Lease has been presented to this Council; and

WHEREAS, the obligations of the City under the Lease will be subject to annual appropriations by this Council.

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

Section 1. The City Manager and Director of Finance are hereby authorized to sign and deliver, in the name of and on behalf of the City, the Lease in substantially the form on file with the Clerk of Council, provided that the aggregate principal components of the rental payments due under the Lease shall not exceed \$500,000, the interest component of those rental payments shall accrue at an annual rate not in excess of 4.85% and the final renewal term of the Lease shall end not later than 10 years from the commencement date of the Lease and the Lease shall be subject to prepayment as set forth in the Lease. The Lease is approved with such changes that are not inconsistent with this Ordinance and not substantially adverse to the City that are permitted by law and approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Lease by the City Manager and the Director of Finance. The City Manager, the Director of Finance, the Mayor, the City Attorney, the Clerk of Council, and other City officials, as appropriate, are each further authorized to sign any certifications, commitments, financing statements, assignments, escrow agreements, and other documents and instruments and to take such other actions as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Lease.

Section 2. The proceeds of the Lease shall be credited to the proper fund or funds as provided in the Lease, and those proceeds are appropriated and shall be used for the purpose for which the Lease is authorized and are hereby appropriated for that purpose.

Section 3. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Lease so that (a) the obligations of the City under the Lease will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), or (ii) be treated other than as obligations the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest components of the Lease payments ("*Interest*") will not be treated as an item of tax preference under Section 57 of the Code. The City further covenants that (a) the City will take or cause to be taken such actions which may be required of it for the Interest to be and to remain excluded from gross income for federal income tax purposes, (b) the City will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) the City, or persons acting for it, will, among other acts of compliance, (i) apply or cause the application of the Lease proceeds to the governmental purpose of the Lease, (ii) restrict the yield on investment property acquired with the Lease proceeds, (iii) make timely and adequate payments to the federal government if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with those proceeds, all in such manner and to the extent necessary to assure such exclusion of the Interest under the Code.

The Director of Finance, as the fiscal officer, or the City Manager is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Lease as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting

compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of Interest from gross income and the intended tax status of the Lease, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease. Either of those officers is specifically authorized to designate or otherwise determine the obligations of the City under the Lease to be “qualified tax-exempt obligations” for purposes of Section 265 of the Code if such designation or determination is applicable and desirable, and to make any related necessary representations and covenants.

Section 4. Proceeds in the amount of any temporary advances as certified by the Director of Finance are to be credited to the fund from which temporary advances were made to reimburse it for temporary advances made to pay capital expenditures previously made for the foregoing purpose, and such amount is charged against those proceeds. Immediately following the signing and delivery of the Lease, the appropriate officers are directed further to reflect such reimbursement, together with reimbursement of any additional amounts eligible for reimbursement under U.S. Treasury Regulations Section 1.150-2, on the appropriate accounting records of the City.

Section 5. It is the intent and purpose of City Council to approve the Lease subject to and in accordance with all applicable federal and State laws, regulations, and rules required for such approval in order to assure the contemplated tax treatment as set forth in the Lease. To the extent any such required law, regulation or rule is not expressly set forth in this legislation, it is incorporated herein by this reference.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including Section 121.22 of the Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City, and for the further reason that the City may enter into the Lease and related documents in order to acquire the equipment and to obtain the financing thereof at the best cost to the City, which equipment is urgently needed for the safe and efficient operation of the Service Department of the City; therefore, this Ordinance shall take full force and effect immediately upon its passage by Council.

Passed by Council on the _____ day of _____ 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2024-O-_____ passed by the City Council of the City of Huber Heights, on _____, 2024.

Clerk of Council

AI-9990

New Business D.

City Council Meeting

City Manager

Meeting Date: 04/10/2024

Moral Obligation Claim - 7701 Timber Hill Drive - Water Main Break

Submitted By: Bryan Chodkowski

Department: Assistant City Manager

Division: Water/Sewer

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/10/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Authorizing A Moral Claim For Damages And Incidentals Associated With A Water Main Break.
(first reading)

Purpose and Background

On December 24, 2022, one of the coldest days of that year, a water distribution main line broke at 7701 Timber Hill Drive in Huber Heights, Ohio 45424, the home of Mr. Ray & Mrs. Susan Miller. Subsequent to the repair of the water distribution main line, the City's efforts to remedy damages and incidentals caused by the broken water distribution main line failed to meet the expectations of the City and Mr. and Mrs. Miller.

Submission of this matter for coverage under the City's general liability insurance provider was denied and referred to Suez/Veolia Water as the appropriate insurer. Submission of this matter for coverage under Suez/Veolia Water's general liability insurance provider was denied and referred to the City as the appropriate insurer. As the damages and incidentals incurred by Mr. & Mrs. Miller are acknowledged by the City and are in need of resolution, Council is being asked to approve this moral claim to settle this matter to the satisfaction of Mr. and Mrs. Miller.

Fiscal Impact

Source of Funds: Water Fund

Cost: \$9,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING A MORAL CLAIM FOR DAMAGES AND INCIDENTALS
ASSOCIATED WITH A WATER MAIN BREAK.

WHEREAS, on December 24, 2022, a water distribution mainline broke at 7701
Timber Hill Drive, Huber Heights, Ohio, the home of Mr. and Mrs. Ray and Susan
Miller; and

WHEREAS, subsequent to the repair of the water distribution mainline, the City's
efforts to remedy damages and incidentals caused by the broken water distribution
mainline failed to meet the expectations of the City of Huber Heights and Mr. and
Mrs. Miller; and

WHEREAS, the submission of this matter for coverage under the City's general
liability insurance provider was denied and referred to Suez/Veolia Water as the
appropriate insurer; and

WHEREAS, the submission of this matter for coverage under Suez/Veolia Water's
general liability insurance provider was denied and referred to the City of Huber
Heights as the appropriate insurer; and

WHEREAS, the damages and incidentals incurred by Mr. and Mrs. Miller are
acknowledged by the City and are in need of resolution.

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

Section 1. The City Manager is hereby authorized to make payment of
\$9,000.00 to Mr. and Mrs. Miller to resolve all outstanding claims for damages
and incidentals associated with the water main break of December 24, 2022, in
exchange for a release signed by both Mr. and Mrs. Miller.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9993

New Business E.

City Council Meeting

City Manager

Meeting Date: 04/10/2024

Sale Of Property - Parcel Number P70 03901 0043

Submitted By: Aaron Sorrell

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division: Planning

Date(s) of Committee Review: 04/10/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Negotiate And Enter Into An Agreement For The Sale Of Land And The Actions Relative To The Sale Of Such Land Identified As Parcel Number P70 03901 0043.
(first reading)

Purpose and Background

This resolution authorizes the City Manager to enter into an agreement to sell a 1.3 acre surplus parcel to Rainbow Lakes. This parcel was used as a water well, which has been abandoned. The parcel is land locked and no longer serves a municipal interest. Rainbow Lakes would like to eventually build a covered structure or shelter on this site. City Staff recommend a nominal sales price of \$1,000, plus a five-year commitment to provide community programming that benefits Huber Heights youth, to be negotiated between the purchaser and the City's Parks Manager.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

There is no cost to the City, other than customary recording/closing fees.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE SALE OF LAND AND THE ACTIONS RELATIVE TO THE SALE OF SUCH LAND IDENTIFIED AS PARCEL NUMBER P70 03901 0043.

WHEREAS, the City of Huber Heights owns real property on Chambersburg Road which is no longer needed for municipal purposes; and,

WHEREAS, the City of Huber Heights has been approached by Rainbow Lakes, which desires to purchase Parcel Number P70 03901 0043 for redevelopment purposes; and

WHEREAS, Council has determined that the proposed purchase is in the best interest of the City of Huber Heights and that it will likely improve the economic welfare of the City; and

WHEREAS, Council has determined that the subject real property is not needed for any municipal purpose and is best suited for sale to a third party for economic development.

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

Section 1. The City Manager is hereby authorized and directed to execute a Purchase Agreement with Rainbow Lakes, LLC for the sale of land identified as Parcel Number P70 03901 0043 as approved by the Law Director and attached hereto as Exhibit A as if incorporated herein.

Section 2. The City Council hereby determines the real property described in Exhibit A is not needed for municipal purposes.

Section 3. The City Manager is authorized to take all actions, including the execution and recording of any plats, deeds, or other documents, necessary to accomplish the sale of the real property.

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

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

Passed by Council on the _____ day of _____, 2024;
Yeas _____ ; Nays _____.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A- AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT is entered into as of the ____ day of _____, 2024 (the “Effective Date”) by and between **City of Huber Heights, Ohio**, an Ohio municipal corporation, (the “Seller”) and **Rainbow Lakes, LLC**, an Ohio limited liability company (hereinafter referred to as “Purchaser”) to evidence the following understandings, covenants and agreements:

1. **PURCHASE**. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller on the following terms and conditions, the real property situated in Montgomery County, Ohio and identified as parcel P70 03901 0043 and generally located near the Southeast intersection of on State Route 4 and Chambersburg Road, Huber Heights 45424 consisting of approximately 1.377 +/- acres of unimproved land and which is more particularly described and shown on **Exhibit A** attached hereto and made a part hereof, inclusive of the fixtures and improvements thereon and all easements, covenants, rights, privileges and appurtenances thereto (the “Property”). Purchaser acknowledges that except as otherwise expressly stated in this Agreement, the Property is being sold in its “AS IS,” “WHERE IS” and “WITH ALL FAULTS” condition whether any defect is patent or latent, as of the Closing, and no representations, warranties or guaranties, express or implied, written or oral, past, present or future, have been made or shall be deemed to be made.

2. **PURCHASE PRICE**. Purchaser agrees to pay for said Property the sum of One Thousand and xx/100 Dollars (\$1,000.00) (the “Purchase Price”), inclusive of other valuable community consideration and Purchaser obligations as described in this Agreement, payable as follows:

Cash at Closing	\$ 1,000.00
-----------------	-------------

3. **DEED AND EXCEPTIONS**. Seller shall furnish a limited warranty deed, in a form acceptable for transfer and recording by public authorities, conveying to Purchaser or nominee, a merchantable and marketable (as determined with reference to the Ohio State Bar Association Standards of Title Examination), fee simple title to the Property, subject to legal highways, free and clear of all liens, rights to take liens, and encumbrances whatsoever, except: (a) all restrictions of record and any agreements, reservations and easements of record, (b) any Permitted Exceptions as defined in Section 10 herein, (c) such taxes and assessments as Purchaser is to pay as provided for herein, and rights of tenants in possession.

4. **TAXES AND ASSESSMENTS**. Purchaser shall assume and pay all taxes and assessments (both general and special) that are a lien against the Property, irrespective of whether the same are due and payable, or otherwise collectable, at time of Closing. Purchaser assumes and

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shall be responsible for all taxes and assessment and other charges against the Property that arise and/or accrue against the Property after Closing.

5. UTILITIES AND POSSESSION. To the extent applicable to the Property, water and utility bills and any current operating expenses shall be prorated as of the delivery date of possession. Possession and occupancy to be given on the date of Closing, subject to the conditions subsequent set forth in this Agreement.

6. CONDITION OF PROPERTY. All personal property of the Seller shall be removed from the Property prior to Closing. The Property is being sold in its then current, "As Is", "Where Is" and "With All Faults", condition, subject to the warranties and representations specifically stated herein and excluding any implied warranty including without limitation as to habitability and fitness for a particular use.

7. CONTINGENCIES. This Agreement is contingent upon the Purchaser's ability to obtain within sixty (60) days after the Effective Date (the "Satisfaction Date") the completion of the following contingencies to Purchaser's reasonable satisfaction. In the event that the following contingencies are not satisfied by the Satisfaction Date, Purchaser shall on or prior to the Satisfaction Date, give Seller written notice that such contingencies have not been satisfied and shall either (i) waive any unsatisfied contingencies and proceed with the Closing, or (ii) notify Seller that Purchaser will not complete the purchase, and neither party shall have any further liability hereunder, except for those obligations that expressly survive said termination. The contingencies are as follows:

(a) Inspections. Purchaser shall have the ability to perform inspection of the Property. Such inspections shall be of Purchaser's choosing, but shall not be destructive or invasive to the Property, which inspections shall be at Purchaser's expense. The Purchaser shall conduct its inspections of the Property prior to the Satisfaction Date. If Purchaser reasonably determines, as a result of any of its inspections, that the Property is unsatisfactory to it, Purchaser may terminate this Agreement as provided above, and the parties shall have no further obligations hereunder, except those which expressly survive said termination. By this Agreement, Purchaser is granted permission to enter upon the Property to conduct its inspections, which may include bringing equipment onto the Property for purposes of conducting tests and inspections. Purchaser shall conduct its tests and inspections so as to cause the minimum amount of damage to the Property and shall restore the Property to the extent of any damage thereto at his cost. Purchaser shall indemnify and hold harmless Seller, its elected officials, officers, employees, agents, successors and assigns against any liability for property damage or personal injury resulting from Purchaser's entry upon the Property, which obligation shall survive the termination of this Agreement or the Closing. Purchaser acknowledges and agrees that all reasonable and prudent inspections will be performed prior to the Satisfaction Date,

7. EVIDENCE OF TITLE. Purchaser or Purchaser's mortgage company shall, at Purchase's sole expense, obtain from M & M Title Co., 300 West Monument Avenue, Dayton, Ohio 45402, (the "title insurance company", or "Escrow Agent") within twenty (20) days after the date of this Agreement, a commitment for an ALTA form owner's fee simple title insurance 1QV895002

policy (the "Commitment"). The Commitment shall be in such title insurance company's usual and customary form in the amount of the Purchase Price. Purchaser shall notify Seller in writing not later than ten (10) days after receipt of the Commitment and the Survey, if any, of any defect not acceptable to Purchaser, all other exceptions which are not objected to by Purchaser are hereinafter referred to as "Permitted Exceptions". If Purchaser fails to notify Seller in writing within ten (10) days as provided for herein, Purchaser waives its objection and any defects shall be Permitted Exceptions. Seller shall have the option of (i) remedying or removing the unacceptable exceptions prior to Closing to Purchaser's reasonable satisfaction; (ii) leaving the unacceptable exception as is but reasonably insuring against it, or, if the exception is a monetary lien, depositing sufficient funds in escrow with a title insurance company to insure over the monetary lien; or (iii) leaving the unacceptable exception as is. Within ten (10) days from the receipt of Purchaser's objection, Seller shall give Purchaser written notice of its election of the foregoing options. If Seller cannot or does not remove the same or obtain an affirmative assurance to insure against such defect by the Closing, Purchaser shall then have the right, at its option (a) to terminate this Agreement by giving Seller written notice to that effect, whereupon each party shall be released from all further obligations and liability hereunder, except for those obligations that expressly survive the termination, or (b) to proceed with this purchase, in which event Purchaser shall waive such exceptions and pay the total Purchase Price, or if Purchaser elects, such monetary liens may be assumed without any corresponding abatement or adjustment of the Purchase Price.

9. SURVEY. Purchaser may obtain, at Purchaser's cost, within forty five (45) days from the Effective Date, a survey of the Property certified by a registered surveyor to Purchaser, Purchaser's Lender, if any, and to the title company, and if elected by Purchaser a legal description of the Property prepared in accordance with such survey, (collectively the "Survey"). Such Survey shall show matters which an accurate survey and inspection of the Property would disclose. The Survey prepared shall be in accordance with the ALTA minimum survey standards and contain the certifications and other matters required by such standards and the title company in order to remove the above stated standard printed General Exceptions from the Commitment.

10. WARRANTIES OF SELLERS.

(a) Seller warrants to Purchaser that, to the best of its knowledge, without independent investigation, the following statements are true and correct as of the date of the Effective Date and will be true and correct on the date of Closing. To the extent that between the date hereof and the Closing Seller learns of facts which render such statements untrue, it shall disclose the same to Purchaser, and Purchaser shall have the option to waive the conditions disclosed by such facts and proceed to close the sale or terminate the Agreement.

Seller warrants and represents to Purchaser that:

1. Seller shall have good and marketable fee simple title to the Property.
2. Seller shall not have received any notice or order from any governmental authority as to a violation regarding condition of the Property regarding

zoning matters.

3. Seller has not been notified of possible future improvements by any public authority, any part of the cost of which would or might be assessed against the Property, or of any contemplated future assessments or any kind which have not been disclosed in writing to Purchaser.
4. Seller has not received notice of any condemnation proceedings pending or contemplated which would affect the Property.
5. Seller, to the best of its knowledge, without independent investigation, represents that the Property has never been used as a landfill, disposal site, or location for the generation of any hazardous waste as that term is defined by the Resource Conservation and Recovery Act of 1976, and/or the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, state and local statutes and ordinances governing hazardous wastes, or by regulations promulgated by any Federal, state or local agency pursuant to said Acts, statutes or ordinances, or any other federal, state, or local statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect; nor has said Property been used as a landfill, disposal site, or location for the generation of any hazardous substance or environmental pollutant or contaminant; however, the Property has been used as a municipal yard waste dump site.

(b) Purchaser warrants to Seller that the following statements are true and correct as of the Effective Date and will be true and correct on the date of Closing. To the extent that between the date hereof and the Closing Purchaser learns of facts which render such statements untrue, it shall disclose the same to Seller, and Seller shall have the option to waive the conditions disclosed by such facts and proceed to close the sale or terminate the Agreement.

The Purchaser, warrants, represents and covenants to Seller that:

1. To the extent that Purchaser assigns this Agreement to a nominee, such nominee shall be a duly organized and validly existing limited liability company, in good standing under the laws of the State of Ohio, that will have the full right, power and authority to purchase the Property and to carry out Purchaser's obligations hereunder. All requisite actions necessary to authorize Purchaser to enter into this Agreement and to perform its obligations hereunder have been taken. The person executing this Agreement is duly authorized to do so by Purchaser.

2. Purchaser has not violated any contract, agreement or other instrument to which Purchaser is a party nor any judicial order, judgment or decree to which Purchaser is bound by: (a) entering into this Agreement; (b) executing any of the documents Purchaser is obligated to execute and deliver at the Closing; or (c) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.
3. To Purchaser's knowledge, there are no actions, lawsuits, litigation or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement.

11. INDEMNITY. Purchaser shall indemnify, defend and hold harmless Seller and its elected officials, employees, agents, contractors, successors and assigns, harmless, from any and all liabilities, loss, claims for damages and causes of action including costs, expenses and reasonable attorney fees suffered by Seller as a result of a breach of Purchaser's covenants, warranties or representations in this Agreement. The terms and conditions of this Section 11 shall survive the Closing for a period of one (1) year.

12. CLOSING. The date of Closing for delivery of deed and payment of the balance of the Purchase Price shall be on or before thirty (30) days after the Satisfaction Date (the "Closing"). Place and date of Closing shall be downtown Dayton office of Escrow Agent.

Seller shall bear the following fees and expenses incurred in connection with the Closing: (i) cost of deed preparation; and (i) recording fees to discharge obligations affecting the Property required to be discharged by Seller under this Agreement.

Purchaser shall bear the following fees and expenses incurred in connection with the Closing: (i) the cost of the full premium and all endorsements to the owner's title insurance policy ("Owner's Policy"); (ii) all costs of Purchaser's due diligence; (iii) the cost of recording the deed, any mortgage granted by Purchaser and issuance of the lender's policy of title insurance and endorsements thereto; (iv) the escrow fee and all settlement charges; and (v) the cost of the Survey, if any.

At or prior to the Closing, the parties shall deliver the following respective items:

- (a) Seller shall deliver to Purchaser a recordable limited warranty deed as described above.
- (b) Seller shall deliver to Purchaser an affidavit, in form satisfactory to Purchaser, stating that Seller is not a foreign person under Internal Revenue Code Section 1445.

(c) Seller shall furnish the title company and Purchaser with a customary owner's affidavit as to mechanic's and materialmen's liens, tax liens, and persons in possession of the Property required by the title company as a condition to its agreement to delete the printed General Exceptions related to such liens and possession from the Commitment.

(d) Seller shall deliver to the title company a settlement statement in accordance with this Agreement; and

(e) Seller, if requested by the parties, shall deliver to Purchaser an executed Program Agreement; and

(f) Seller shall deliver to the title company such other and further documentation of conveyance and transfer as Purchaser may reasonably request for the purpose of assigning, transferring, granting, conveying, and confirming the sale of the Property to Purchaser.

(g) Purchaser shall pay the balance of the Purchase Price as provided in Paragraph 2 above in cash or certified bank funds via wire transfer.

(h) Purchaser shall delivery to the title company a settlement statement in accordance with this Agreement; and

(i) Purchaser shall delivery to the title company such other and further documentation of conveyance and transfer as Seller may reasonably request for the purpose of assigning, accepting, acquiring, conveying, and confirming the sale of the Property to Purchaser.

(ii) (j) Purchaser, if requested by the parties, shall deliver to Seller an executed Program Agreement

13. REAL ESTATE COMMISSION. The parties hereby warrant to the other that no real estate agents have been hired or consulted for this Property.

14. EMINENT DOMAIN. If prior to Closing all or any part of the Property is taken by eminent domain, Purchaser shall have the option to (a) receive the proceeds of such taking up to the full amount of the Purchase Price and close this purchase; (b) reduce the Purchase Price by the amount of the proceeds paid to Seller, up to the full amount of the Purchase Price; or, (c) terminate this Agreement, in which event the parties shall be released from any further obligations hereunder, except those obligations which expressly survive said termination.

15. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given when delivered personally or when

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deposited in the United States mail, certified and with proper postage prepaid and return receipt requested, or sent via national overnight courier (e.g. FedEx) for next day delivery, addressed as follows:

(a) If to the Purchaser:

Rainbow Lakes, LLC
Attn: Michelle & Cassidy Helregel
3491 State Route 235
Fairborn, Ohio 45324

(b) If to the Seller:

City of Huber Heights
Richard Dzik, City Manager
6131 Taylorsville Road
Huber Heights, Ohio 45424

With Copy to:

City of Huber Heights
David Montgomery, Law Director
Pickrel Schaefer and Ebeling
40 North Main Street, Suite 2700
Dayton, Ohio 45423

or to such other address for either of the parties hereto as may from time to time be designated by notice given by such party to the other party in the manner hereinabove provided.

16. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties. Purchaser may only assign this Agreement with the prior written consent of Seller, which consent shall be at Seller's sole discretion. Notwithstanding the foregoing, Purchaser may designate a nominee at Closing for purposes of taking title to the Property per the deed from Seller.

17. BINDING EFFECT AND EXCLUSIVE TERMS. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. This instrument is the entire agreement between the parties, which may be executed in multiple counterparts, and is to take effect as a sealed instrument the date the last party signs said instrument. This instrument is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns. The captions and marginal notes are intended only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. Neither party shall be bound by any terms, conditions, statements, or representations, oral or

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written, not herein contained. If either party breaches this Agreement, and after written notice and the expiration of any cure period (if applicable), the non-defaulting party may pursue any available legal or equitable remedy, including specific performance. In the event either party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorney's fees and costs from the other party, to be fixed by the court in the same action. Where applicable, the language in this Agreement may be construed in the singular or plural number and in the masculine, feminine, or neuter gender.

18. TIME IS OF THE ESSENCE. The parties further agree that in each Section of this Agreement wherein a time limitation is placed upon a specific act or performance, then time shall be of the essence in reference to each and every act or performance; provided that any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m., of the next business day. Any reference to a period of time shall mean calendar days, unless expressly stated. Business days shall mean Monday through Friday excepting legal holidays.

19. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to Closing:

- 1) Approval of this Agreement by Huber Heights City Council; and
- 2) The parties shall have delivered to each other or the title company, as the case may be, all fully executed documents required under this Agreement, in recordable form where applicable, and all settlement funds.

20. CONDITIONS SUBSEQUENT TO CLOSING. The following matters are a material inducement for Seller to enter into this Agreement, a material component of establishing the Purchase Price, and are conditions subsequent to Closing, each of which shall survive the Closing and not merge with the deed:

- a. Subsequent to Closing, Seller shall be entitled and have the right to usage and occupy the Property, or other real property owned and/or controlled by Purchaser (which alternate property shall be agreed to by Purchaser in its sole discretion) for no additional charge or cost, on the following terms and conditions: For a period of time commencing on the date of Closing and extending through and including September 30, 2029, (the "Program Term") Seller and Purchaser shall work diligently and in good faith to establish certain community programming for the benefit of the citizens of Huber Heights, which programing shall be directed and coordinate through the City of Huber Heights Parks Manager (subject to other required City approvals). Purchaser and Seller agree to establish a minimum of two (2) community events / programs each calendar year during the Program Term. At the request of either party, a written agreement may be executed on an annual basis (subject to any required City approvals) describing the obligations of the parties for such community events / programming (the "Program Agreement").

- b. Seller's use of the of Property per the Program Agreement shall be at no additional charge to Seller.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year indicated below.

SELLER:

City of Huber Heights, Ohio, an Ohio
municipal corporation

Richard S. Dzik, City Manager

Date:

1QV895002

PURCHASER:

an

Date:

Exhibit A
The Property

Montgomery County, Ohio Parcel ID # _____

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AI-9986

New Business F.

City Council Meeting

City Manager

Meeting Date: 04/10/2024

Traffic Signal System Monitoring - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 04/10/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Enter Into A Contract For The Traffic Signal Monitoring Project And Waiving The Formal Bidding Requirements.
(first reading)

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with TEC Engineering to conduct a complete field inspection of the existing signals, upgrade the necessary equipment and software, confirm the function of the communications system between all controllers, and provide operations services for the traffic signals for a period of one (1) year at thirteen intersections along Old Troy Pike from Shull Road to Powell Road. The total cost of this project includes the following: \$43,800 for centracs services, \$100,000 for estimated equipment replacement, and \$36,200 for time and expense work. The Gas Tax Fund will be utilized for this project.

Fiscal Impact

Source of Funds: Gas Tax Fund

Cost: \$200,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Scope Of Services
Resolution

Re: Huber Heights – Central Based Signal System
TEC PN: 24096-P03

TEC Engineering is pleased to submit a proposal to provide a central based signal system for the City of Huber Heights. Based upon our discussions, TEC proposes the following:

Scope of Services

TEC will complete field inspections of the existing signals within the Old Troy Pike and Brandt Pike signal systems to confirm controller model/compatibility with the proposed central based system. See equipment upgrades section for basic information on anticipated equipment needs. The field inspections will also confirm the function of the communications system between all controllers.

Once the existing system components meet the requirements of the central based system, TEC will purchase twenty-five (25) licenses of the Traffic Management module (only) of Econolite's Centrac's Advanced Traffic Management System. This represents the minimum license pack available for purchase. These licenses will be and will remain the property of the City of Huber Heights.

The initial deployment of Centrac's, as directed by the City, will include the set-up of thirteen (13) intersections along Old Troy Pike (SR 202) from Shull Road to Powell Road.

TEC will provide and maintain a server for purposes of operating Centrac's software. Operation of the 25 Huber Heights licenses shall be maintained on TEC's Centrac's server. TEC shall provide and maintain the most current version of Centrac's software products applicable to the Huber Heights licenses. This will save the City the cost of a server, and the overall cost of a central based signal system software.

Under this agreement, any software upgrades for the signal monitoring software which need to be purchased, will be purchased by TEC and remain property of TEC should this agreement be terminated. The individual intersection licenses, however, will remain property of the City.

The price includes initial field inspection work, 25 Econolite Traffic Management Intersection Licenses and set-up of identified signals in Centrac's, Server and Software Usage, City access to TEC's server through a secure VPN Connection, 1 Year of Software Maintenance Fee, and Support from Econolite and/or TEC for 1 Year.

TEC will also include monthly upload operation of the signals. This will ensure signal programming has not changed and all signals are communicating. To communicate with the signals remotely, TEC proposes a cell modem with an ethernet switch.

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE TRAFFIC SIGNAL MONITORING PROJECT AND WAIVING THE FORMAL BIDDING REQUIREMENTS.

WHEREAS, the City Charter requires the City Council to approve all work performed by a single contractor/engineering consultant in excess of \$75,000.00 in any given year; and

WHEREAS, it is necessary to obtain outside engineering services to provide a central based traffic signal system for the City; and

WHEREAS, TEC Engineering is uniquely familiar with the City’s existing and original traffic system; and

WHEREAS, TEC Engineering already performed the different phases of the timing modifications and have been assisting the City to resolve any traffic issues; and

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

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

Section 1. The City Manager is hereby authorized to enter into a contract for the Traffic Signal Monitoring Project at a cost not to exceed \$200,000.00.

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

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9987

New Business G.

City Council Meeting

City Manager

Meeting Date: 04/10/2024

2024 Rehabilitation Of Sewer Lines Project - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 04/10/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Enter Into A Contract For The 2024 Rehabilitation Of Sewer Lines Project.
(first reading)

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with United Survey, Inc., as the lowest and best bidder for the 2024 Rehabilitation Of Sewer Lines Project at a cost not to exceed \$344,000. The Sewer Fund will be utilized for this project.

Fiscal Impact

Source of Funds: Sewer Fund

Cost: \$344,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Bid Results

Map

Resolution



CITY OF HUBER HEIGHTS
2024 REHABILITATION OF SEWER LINES
BID RESULT
BID DATE: MARCH 15, 2024

CONTRACTOR'S NAME	BID AMOUNT	
Inliner Solutions	\$ 374,857	90 Calendar Days
	Bid Bond - Yes	
Insight Pipe Contracting	\$ 324,627	120 Calendar Days
	Bid Bond - Yes	
Insituform Technology	\$ 393,810	120 Calendar Days
	Bid Bond - Yes	
United Survey	\$ 312,855	150 Calendar Days
	Bid Bond - Yes	

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2024 REHABILITATION OF SEWER LINES PROJECT.

WHEREAS, the City Council under Resolution No. 2024-R-7361 has previously authorized the securing of bids for the 2024 Rehabilitation Of Sewer Lines Project; and

WHEREAS, construction bids were received by the City on March 15, 2024; and

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

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

Section 1. The City Manager is hereby authorized to enter into a contract for the 2024 Rehabilitation Of Sewer Lines Project with United Survey Inc., as the lowest and best bidder, at a cost not to exceed \$344,000.00 on the terms and conditions as substantially set forth in the bid documents.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9988

New Business H.

City Council Meeting

City Manager

Meeting Date: 04/10/2024

Request For Proposals (RFP) - 2025-2030 Water Main Replacement Projects

Submitted By: Hanane Eisentraut

Department: Assistant City Manager

Division: Engineering

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/10/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Solicit A Request For Proposals (RFP) From Qualified Engineering Consulting Firms To Provide Engineering Design For The 2025-2030 Water Main Replacement Projects.
(first reading)

Purpose and Background

This legislation will allow the City Manager to solicit proposals from various engineering firms to design the 2025-2030 Water Main Replacement Projects.

The project includes the replacement of water mains, water valves, fire hydrants and appurtenances on twenty-five sections of streets.

It is necessary to employ a qualified consulting engineering and land surveying firm in order to prepare plans for these needed improvements. The Water Fund will be utilized to design these projects. Once the proposals have been received and evaluated, City Staff will return to Council for authorization to award the contracts.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

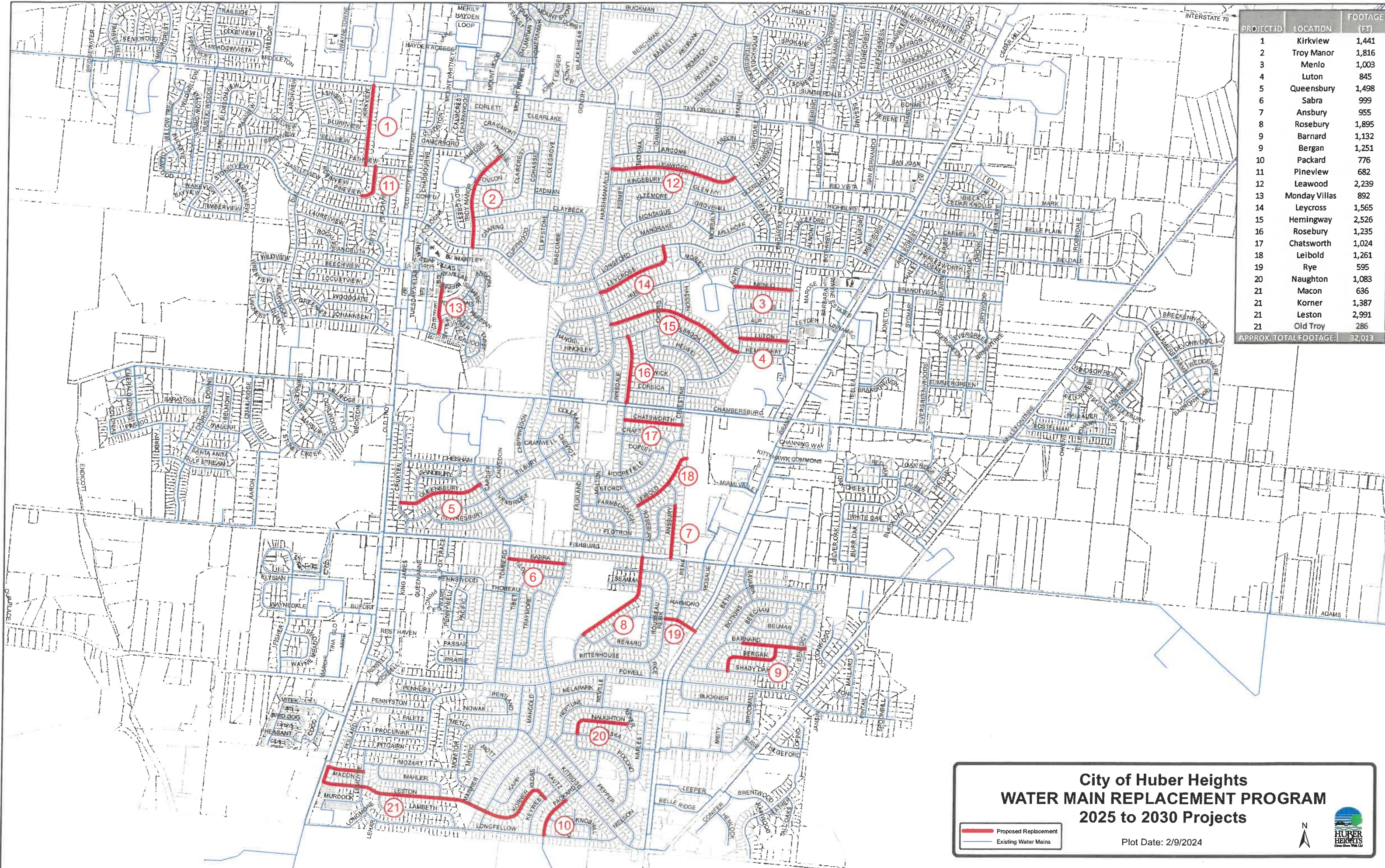
Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

Map

Resolution



PROJECT ID	LOCATION	FOOTAGE (FT)
1	Kirkview	1,441
2	Troy Manor	1,816
3	Menlo	1,003
4	Luton	845
5	Queensbury	1,498
6	Sabra	999
7	Ansbury	955
8	Rosebury	1,895
9	Barnard	1,132
9	Bergan	1,251
10	Packard	776
11	Pineview	682
12	Leawood	2,239
13	Monday Villas	892
14	Leycross	1,565
15	Hemingway	2,526
16	Rosebury	1,235
17	Chatsworth	1,024
18	Leibold	1,261
19	Rye	595
20	Naughton	1,083
21	Macon	636
21	Korner	1,387
21	Leston	2,991
21	Old Troy	286
APPROX. TOTAL FOOTAGE:		32,013

City of Huber Heights
WATER MAIN REPLACEMENT PROGRAM
2025 to 2030 Projects

Proposed Replacement
Existing Water Mains

Plot Date: 2/9/2024



CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT A REQUEST FOR PROPOSALS (RFP) FROM QUALIFIED ENGINEERING CONSULTING FIRMS TO PROVIDE ENGINEERING DESIGN FOR THE 2025-2030 WATER MAIN REPLACEMENT PROJECTS.

WHEREAS, City Staff have identified water lines within the City which are in urgent need of replacement; and

WHEREAS, it is necessary to obtain outside engineering services to design the 2025-2030 Water Main Replacement Projects; and

WHEREAS, substantial interest has been expressed by various consulting engineering firms in the design of these improvements; and

WHEREAS, the Water Fund is available to cover the cost of this work.

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

Section 1. The City Manager is hereby authorized to solicit a Request For Proposals (RFP) for the engineering of improvements to the 2025-2030 Water Main Replacement Projects at a cost not to exceed \$600,000.00.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date