



**CITY OF HUBER HEIGHTS  
STATE OF OHIO**

**City Council Work Session**

**April 10, 2024  
5:30 P.M.**

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

1. **Call Meeting To Order/Roll Call**
2. **Approval Of Minutes**
  - A. March 19, 2024
3. **Work Session Topics Of Discussion**
  - A. City Manager Report
  - B. Traffic Signal System Monitoring - Award Contract
  - C. 2024 Rehabilitation Of Sewer Lines Project - Award Contract
  - D. Request For Proposals (RFP) - 2025-2030 Water Main Replacement Projects
  - E. Lease Financing - Sewer Vac Truck - Veolia Water
  - F. Moral Obligation Claim - 7701 Timber Hill Drive - Water Main Break

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

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

I. Sale Of Property - Parcel Number P70 03901 0043

J. Self-Storage Facilities Moratorium

4. **Adjournment**

**AI-9946**

**Topics of Discussion    B.**

**Council Work Session**

**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:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Traffic Signal System Monitoring - Award Contract

**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 centrac 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.

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**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:**

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**Attachments**

Scope Of Services

Resolution

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**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 Centracs 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 Centracs, 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 Centracs software. Operation of the 25 Huber Heights licenses shall be maintained on TEC's Centracs server. TEC shall provide and maintain the most current version of Centracs 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 Centracs, 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-9947**

**Topics of Discussion**    **C.**

**Council Work Session**

**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:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

2024 Rehabilitation Of Sewer Lines Project - Award Contract

**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.

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**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:**

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**Attachments**

Bid Results

Map

Resolution

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**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-9948**

**Topics of Discussion**    **D.**

**Council Work Session**

**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:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

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

**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.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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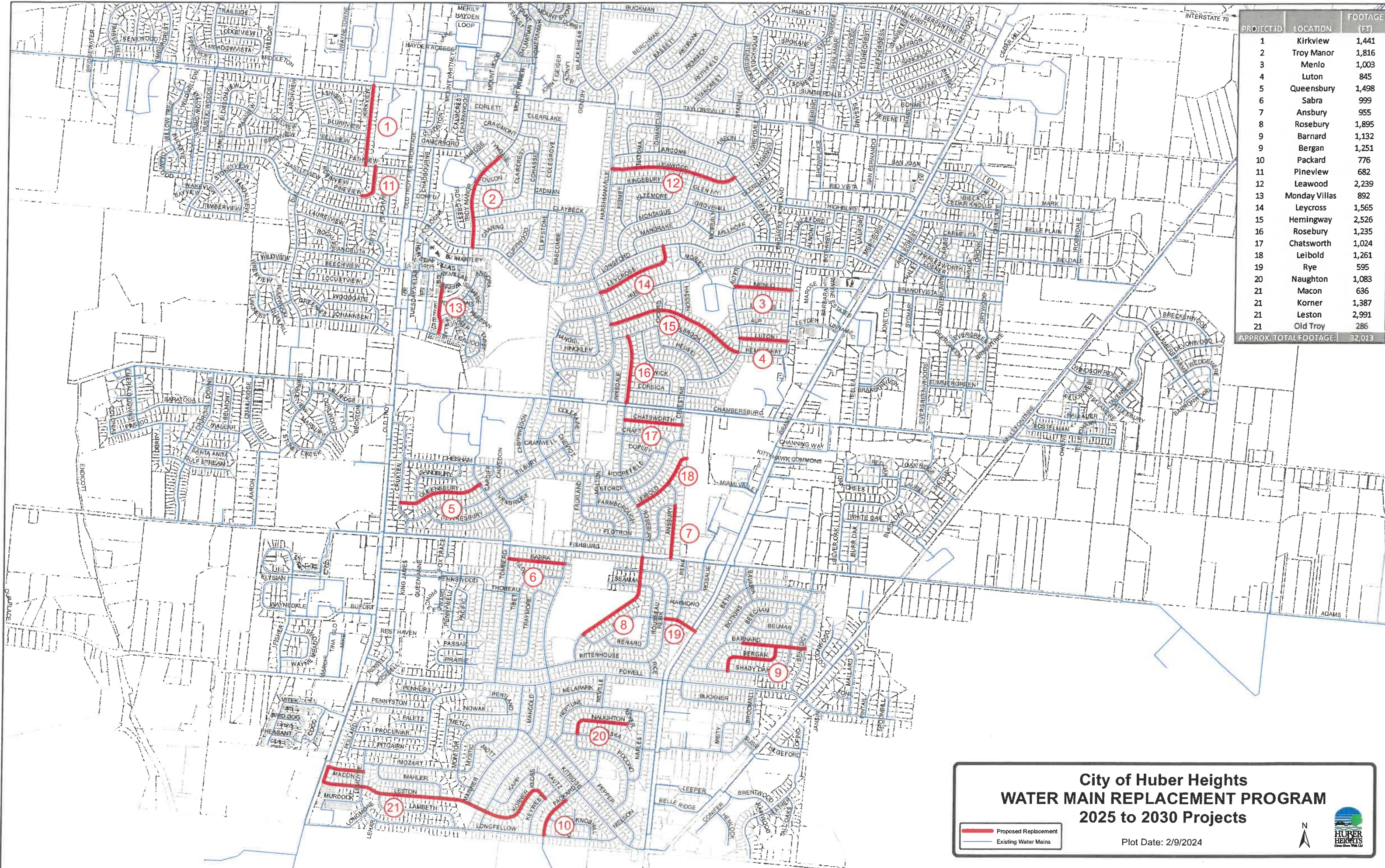
**Attachments**

Map

Resolution

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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



AI-9961

Topics of Discussion E.

**Council Work Session**

**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:** 04/02/2024

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

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

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**Agenda Item Description or Legislation Title**

Lease Financing - Sewer Vac Truck - Veolia Water

**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.

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**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.

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**Attachments**

Proposals

Specs

Ordinance

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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	
<b>TOTAL CONTRACT PRICE</b>	\$550,596.40
Additional Discount Offered By Local Dealer For Demo Unit	(\$54,480.40)
<b>TOTAL PRICE OFFERED TO SOURCEWELL MEMBER FOR DEMO UNIT</b>	\$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](mailto: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-9967**

**Topics of Discussion** F.

**Council Work Session**

**Meeting Date:** 04/10/2024

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

**Submitted By:** Bryan Chodkowski

**Department:** Assistant City Manager

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

**Division:** Water/Sewer

**Date(s) of Committee Review:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

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

**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.

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**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:**

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**Attachments**

Resolution

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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-9971**

**Topics of Discussion**    **G.**

**Council Work Session**

**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:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

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

**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.

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**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.

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**Attachments**

Resolution

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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-9969

Topics of Discussion H.

**Council Work Session**

**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 Work Session

**Date(s) of Committee Review:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

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

**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.

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**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:**

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**Attachments**

Resolution

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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-9972**

**Topics of Discussion** I.

**Council Work Session**

**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:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Sale Of Property - Parcel Number P70 03901 0043

**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.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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

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**Attachments**

Resolution

Exhibit A

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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
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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

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Richard S. Dzik, City Manager

Date:

1QV895002

\_\_\_\_\_

PURCHASER:

an

\_\_\_\_\_

Date:

\_\_\_\_\_

**Exhibit A**  
**The Property**

Montgomery County, Ohio Parcel ID # \_\_\_\_\_

1QV895002





1QV895002

**AI-9973**

**Topics of Discussion** J.

**Council Work Session**

**Meeting Date:** 04/10/2024

Self-Storage Facilities Moratorium

**Submitted By:** Aaron Sorrell

**Department:** Assistant City Manager

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

**Division:** Planning

**Date(s) of Committee Review:** 04/02/2024

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Self-Storage Facilities Moratorium

**Purpose and Background**

This agenda item is to discuss the further regulation of self-storage facilities within the City.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Memorandum

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City of Huber Heights  
6131 Taylorsville Rd.  
Huber Heights, OH 45424

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937.233.1272 fax

[www.hhoh.org](http://www.hhoh.org)

## MEMORANDUM

To: Bryan Chodkowski, Assistant City Manager

From: Aaron K. Sorrell, City Planner

Date: March 27, 2024

Subject: Self-Storage Facility Regulations Discussion

After the self-storage moratorium was established in July 2023, staff undertook a census of similar communities and their approach to regulating self-storage facilities. Comparable cities included Centerville, Dayton, Kettering, Beavercreek and Springboro.

Springboro has never permitted self-storage facilities, and Kettering no longer permits self-storage facilities as of April 2023.

The remaining communities surveyed have similar requirements to those of Huber Heights, which limits self-storage facilities to the I-1, I-2, and P-I districts. Indoor self-storage facilities are conditionally permitted as an adaptive reuse of vacant buildings in commercial districts.

At the November 14, 2023, Planning Commission meeting, staff recommended and the Planning Commission concurred, further restricting self-storage facilities by making them a Special Use in the I-1 and I-2 districts and adding the following text:

“Special Use: Self-storage facilities. Existing self-storage facilities are permitted to expand within the boundaries of the site limits as existing on the date of this amendment subject to site plan review by the Planning Commission. No new self-storage facilities shall be permitted.”

The intent is to allow existing facilities to expand within their current boundaries, subject to the zoning code requirements. No future self-storage facilities will be permitted.

If the City Council feels that is an appropriate approach, staff will draft the corresponding legislation for their consideration.