



**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

October 22, 2024

6:00 P.M.

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

1. **Call Meeting To Order/Roll Call**
2. **Approval Of Minutes**
 - A. October 8, 2024
3. **Work Session Topics Of Discussion**
 - A. City Manager Report
 - B. Military And Veterans Commission Update
 - C. DEI Community Need Assessment Update - RAMA Consulting
 - D. Water Treatment Plant - Pressure Filter Improvements - Phase II - Award Contract
 - E. 2025 City Employee Health Insurance
 - F. Supplemental Appropriations
 - G. Inter-Fund Transfer – Real Estate Property

- H. Granger Property Development, LLC – Purchase Agreement
- I. 2025 Council Work Session/City Council Meeting Schedules
- J. 2025 Montgomery County Public Defender Agreement
- K. 2025 Miami County Public Defender Agreement
- L. City Code - Supplement 19 - Adopting Ordinance

4. **Adjournment**

AI-10415

Topics Of Discussion A.

Council Work Session

Meeting Date: 10/22/2024

City Manager Report

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 10/22/2024

Audio-Visual Needs: SmartBoard **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

City Manager Report

Purpose and Background

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

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-10425

Topics Of Discussion **B.**

Council Work Session

Meeting Date: 10/22/2024

Military And Veterans Commission Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 10/22/2024

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

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

Agenda Item Description or Legislation Title

Military And Veterans Commission Update

Purpose and Background

Representatives of the Military and Veterans Commission will give an update presentation on the activities and work of the Military and Veterans Commission.

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-10440

Topics Of Discussion C.

Council Work Session

Meeting Date: 10/22/2024

DEI Community Need Assessment Update - RAMA Consulting

Submitted By: Jeffrey Adams

Department: City Manager

Division: City Manager

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 10/22/2024

Audio-Visual Needs: SmartBoard

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

DEI Community Need Assessment Update - RAMA Consulting

Purpose and Background

This agenda item is for a presentation by Mo Wright from RAMA Consulting for the purpose of providing an update presentation on the City's DEI Community Need Assessment and to answer scope related questions regarding the DEI Community Need Assessment.

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-10427

Topics Of Discussion D.

Council Work Session

Meeting Date: 10/22/2024

Water Treatment Plant - Pressure Filter Improvements - Phase II - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Division: Engineering

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 10/22/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Water Treatment Plant - Pressure Filter Improvements - Phase II - Award Contract

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with Peterson Construction Company as the lowest and best bidder for the Rip Rap Road Water Treatment Plant Pressure Filter Improvement Project - Phase II at a cost not to exceed \$1,250,000. This project includes the removal and replacement of the filter media, modification to the filter piping and controls, electrical work, installation of vacuum relief/air inlet valves and SCADA systems modifications. Due to the emergency nature of this project and material lead times, it is important that Peterson Construction Company be awarded this contract now to allow for the materials' procurement and completion of the project in a timely manner. The Water Fund will be utilized for the costs of this project.

Fiscal Impact

Source of Funds: Water Fund

Cost: \$1,250,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Bid Results

Resolution



CITY OF HUBER HEIGHTS
PRESSURE FILTER IMPROVEMENTS PHASE II
BID RESULT
BID DATE: SEPTEMBER 19, 2024

CONTRACTOR'S NAME	BID AMOUNT
National Water Services	\$1,340,059.00
	Bid Bond - Yes
Peterson Construction CO.	\$1,136,000.00
	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 RIP RAP ROAD WATER TREATMENT PLANT PRESSURE FILTER IMPROVEMENT PROJECT – PHASE II.

WHEREAS, in response to a Request For Proposals (RFP), proposals were properly received for the Rip Rap Road Water Treatment Plant Pressure Filter Improvement Project – Phase II on September 19, 2024; and

WHEREAS, Peterson Construction Company is uniquely familiar with the Rip Rap Water Treatment Plant and has already performed expansion work at this plant; and

WHEREAS, funds will be available from the Water Fund in the 2025 Engineering Division Capital Budget 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 Rip Rap Road Water Treatment Plant Pressure Filter Improvement Project – Phase II with Peterson Construction Company as the lowest and best bidder at a cost not to exceed \$1,250,000.00 on the terms and conditions as substantially set forth in the specifications of the contract.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and all deliberations of this Council and 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 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-10438

Topics Of Discussion E.

Council Work Session

Meeting Date: 10/22/2024

2025 City Employee Health Insurance

Submitted By: Katie Knisley

Department: City Manager

Council Committee Review?: Council Work Session

Division: Human Resources

Date(s) of Committee Review: 10/22/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

2025 City Employee Health Insurance

Purpose and Background

The City currently provides medical, dental, vision and life insurance to all eligible employees of the City of Huber Heights. Renewal for health insurance is January 1, 2025 with open enrollment during the month of November, 2024. City Staff have been working with the City's insurance agent, Marsh & McLennan Agency, LLC, on the renewal process, which will be discussed at the Council Work Session.

Fiscal Impact

Source of Funds: Various Funds

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE PURCHASE OF EMPLOYEE HEALTH INSURANCE SERVICES FOR THE CITY OF HUBER HEIGHTS FOR FISCAL YEAR 2025 AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the City Council must authorize the provision of fringe benefits to City employees; and

WHEREAS, health insurance can be purchased effectively and efficiently through non-competitive procurement methods.

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

Section 1. The City hereby waives the competitive bidding requirement and authorizes the City Manager to enter into contracts to purchase employee health insurance related services necessary to provide the benefits described in the Employee Personnel Manual and/or collective bargaining agreements. The authorization shall include, but not be limited to the provision of medical and prescription drug, life, dental, and vision plans and up to a \$2,000 single/\$4,000 family annual City contribution to each participating employee's HSA and/or HRA account.

Section 2. The City Manager is authorized to enter into an agreement with _____ for the City's group Medical Plan for Fiscal Year 2025.

Section 3. The City Manager is authorized to enter into an agreement with _____ for fiscal year 2025 dental and vision insurance benefits, and _____ for Fiscal Year 2025 life insurance benefits.

Section 4. The cost for the provision of such insurance benefits for the Fiscal Year 2025 shall not exceed \$ _____ without additional authorization by the City Council.

Section 5. 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 6. That 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-10442

Topics Of Discussion F.

Council Work Session

Meeting Date: 10/22/2024

Supplemental Appropriations

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED

Division: Finance/Tax

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 10/22/2024

Audio-Visual Needs: None

Emergency Legislation?: No

Motion/Ordinance/

Resolution No.:

Agenda Item Description or Legislation Title

Supplemental Appropriations

Purpose and Background

The supplemental appropriations are for the following purposes:

- \$600,000 return of advance from the Water Utility Reserve Fund back to the General Fund for note proceeds that need to be distributed.
- \$325,000 transfer from ARPA 1st Responders Grant Fund to the Fire Fund for additional grant revenue to be received.
- \$50,800 for increased electric costs for lighting in two separate funds.
- \$5,250 for legal ads and public notices.
- \$15,100 for training and consulting needs in the Management Department.
- \$90,000 for estimated legal expenses for the remainder of 2024.
- \$1,525 for increased County Auditor settlement fees.
- \$3,500 for increased electric costs in the State Highway Fund.
- \$53,403 for note issuance costs from July notes.
- \$3,189,700 change in the appropriation for the debt payment for the CR Dayton facade improvement notes to be renewed in November. This was originally budgeted in the Capital Improvement Fund, and should be moved to the TED Fund.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$226,578

Recurring Cost? (Yes/No): No

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

Financial Implications:

The \$3,189,700 is a change in the appropriation from the Capital Improvement Fund to the TED Fund. The \$600,000 return of advance from the Water Utility Reserve Fund to the General Fund is returning note proceeds to the proper fund. The \$325,000 transfer from the ARPA 1st Responders Grant Fund to the Fire Fund is due to additional grant revenue to be received by the city. Therefore, there is no fiscal impact to the overall City budget for these items.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

AUTHORIZING ADVANCES AND 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.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2024 operating and project funding.

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

Section 1. Authorization is hereby given to advance and transfer certain monies up to amounts not exceeding those shown and for the purposes cited in Exhibit A, and such authorization applies to any and all such advances necessary and effected after January 1, 2024.

Section 2. Ordinance No. 2024-O-2625 is hereby amended as shown in Exhibit B of this Ordinance.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

<i>Advance:</i>			
<u><i>Amount</i></u>	<u><i>Fund From</i></u>	<u><i>Fund To</i></u>	<u><i>Purpose</i></u>
\$600,000.00	504 Water Util Reserve	101 General	Return advance from note proceeds
<i>Transfer:</i>			
<u><i>Amount</i></u>	<u><i>Fund From</i></u>	<u><i>Fund To</i></u>	<u><i>Purpose</i></u>
\$325,000.00	293 ARPA 1 st Resp. Grant	210 Fire	Transfer for additional grant revenue

EXHIBIT B

AMENDING ORDINANCE NO. 2024-O-2625 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024.

- 1) Section 1 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 101 General Fund, as follows:
 - a. Subsection b) Lighting, Operations and Capital of \$7,800.00
 - b. Subsection i) Council, Operations and Capital of \$5,250.00
 - c. Subsection j) Management, Operations and Capital of \$15,100.00
 - d. Subsection m) Legal, Operations and Capital of \$90,000.00
- 2) Section 3 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 203 Gasoline Tax Fund, as follows:
 - a. Subsection b) Streets, Operations and Capital of \$7,000.00.
- 3) Section 4 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 207 Lighting District Fund, Operations and Capital of \$43,000.
- 4) Section 9 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 214 State Highway Fund, as follows:
 - a. Subsection a) Streets, Operations and Capital of \$3,500.00.
- 5) Section 9 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 243 Miami County TIF Fund, as follows:
 - a. Subsection a) Finance, Operations and Capital of \$1,525.00.
- 6) Section 28 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 293 ARPA First Responders Grant Fund, as follows:
 - a. Subsection b) Non-Departmental, Transfers of \$325,000.00.
- 7) Section 31 of Ordinance No. 2024-O-2625 is hereby amended to reflect a decrease in the appropriations of the 406 Capital Improvement Fund, as follows:
 - a. Subsection d) Non-Departmental, Debt Service of \$3,136,297.00.
- 8) Section 32 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 410 Transformative Economic Development Fund, as follows:
 - a. Subsection b) Non-Departmental, Debt Service of \$3,189,700.00.
- 9) Section 43 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 504 Water Utility Reserve Fund, as follows:
 - a. Subsection b) Non-Departmental, Advances of \$600,000.00.

General Fund	\$118,150.00
Gasoline Tax Fund	\$7,000.00
Lighting District Fund	\$43,000.00
State Highway Fund	\$3,500.00
Miami County TIF Fund	\$1,525.00
ARPA First Responders Grant Fund	\$325,000.00
Capital Improvement Fund	\$(3,136,297.00)
Transformative Economic Dev. Fund	\$3,189,700.00

Water Utility Reserve Fund	\$600,000.00
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AI-10441

Topics Of Discussion G.

Council Work Session

Meeting Date: 10/22/2024

Inter-Fund Transfer – Real Estate Property

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED

Council Committee Review?: Council Work Session

Division: Finance/Tax

Date(s) of Committee Review: 10/22/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Inter-Fund Transfer – Real Estate Property

Purpose and Background

The City holds and accounts for these certain real properties within the General Fund, and wants to direct these assets to the Transformative Economic Development (TED) Fund in a manner permitted by law. The realized gains generated from the sale of these real properties, and the proceeds of future sales of real properties acquired with these monies, and any other revenues generated by these properties can best be used by the City to reinvest back into the City to encourage transformative economic development. This resolution will authorize the transactions necessary to transfer the assets from the General Fund to the Transformative Economic Development Fund.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

The City will transfer two properties from the General Fund to the Transformative Economic Development (TED) Fund. Any proceeds from the sale of those properties would then be deposited into the TED Fund.

Attachments

Resolution/Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE TRANSFER OF CERTAIN CITY OWNED REAL PROPERTY TO THE TRANSFORMATIVE ECONOMIC DEVELOPMENT FUND.

WHEREAS, the City wishes to encourage economic development that creates a significant and lasting change to the economy and quality of life within the community; and

WHEREAS, the City has created the Transformative Economic Development (TED) Fund to account for various assets, liabilities, revenue and expenditures specific to the purpose of completing identified transformative economic development projects and purposes; and

WHEREAS, the City of Huber Heights has identified various real properties previously acquired for public projects and purposes which are excess to the current needs of the City, and which can be best used, sold and/or managed to help accomplish transformative economic development projects within the City; and

WHEREAS, the City holds and accounts for these certain real properties within the General Fund and wants to direct these assets to the newly created Transformative Economic Development Fund in a manner permitted by law such that realized gains generated from the sale of these real properties and the proceeds of future sales of real properties acquired with these monies and any other revenues generated by these properties can best be used by the City to reinvest back into the City to encourage transformative economic development.

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

Section 1. The City’s Director of Finance or his assignee is hereby authorized to prepare and execute such accounting entries and/or documents as necessary to complete the transfer of the real property assets identified as Parcel Numbers P70 03909 0027 and P70 03909 0028 attached hereto as Exhibit A from the General Fund, in which the real property assets are currently held and accounted for on the books and records of the City of Huber Heights, into the Transformative Economic Development (TED) Fund.

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

EXHIBIT A

1. **Parcel Number P70 03909 0027** – Approximately 5.71 acres located on Cedar Hill Drive, Huber Heights, Ohio, 45424. All 5.71 acres will be transferred from the General Fund to the Transformative Economic Development Fund. The current appraised value of the real property on the books is \$206,255.00.

2. **Parcel Number P70 03909 0028** – Approximately 27.93 acres located on Cedar Hill Drive, Huber Heights, Ohio 45424. All 27.93 acres will be transferred from the General Fund to the Transformative Economic Development Fund. The current appraised value of the real property on the books is \$1,008,882.00.

AI-10437

Topics Of Discussion H.

Council Work Session

Meeting Date: 10/22/2024

Granger Property Development, LLC – Purchase Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 10/22/2024

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

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

Agenda Item Description or Legislation Title

Granger Property Development, LLC – Purchase Agreement

Purpose and Background

This legislation authorizes a real estate purchase and sales agreement to sell 5.602 acres to Granger Development, LLC for the purpose of constructing a mixed-use development along Executive Boulevard. The development is a planned second phase of a previously approved residential development totaling approximately 330 units. The first phase includes approximately 150 market-rate residential units. This second phase is planned to include 11,000 SF of first floor retail, and approximately 184 market-rate residential units. The sales price is \$90,400 per usable acre.

Fiscal Impact

Source of Funds: Sales Proceeds
Cost: Up To \$506,447 (Revenue)
Recurring Cost? (Yes/No): No
Funds Available in Current Budget? (Yes/No): Yes
Financial Implications:
The sales price is \$90,400 per usable acre.

Attachments

Resolution
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT WITH GRANGER PROPERTY DEVELOPMENT, LLC.

WHEREAS, the City of Huber Heights (the “City”) and Granger Property Development, LLC (the “Developer”) intend to enter into a real estate purchase agreement (the “Agreement”); and

WHEREAS, the Agreement provides for the sale of approximately 5.602 acres of real property located on Executive Boulevard, identified as Montgomery County Parcel Numbers P70 03910 0085 and P70 01820 0003; and

WHEREAS, the Developer proposes to construct approximately 11,000 square feet of retail space and approximately 184 units of market-rate multi-family housing (the “Project”); and

WHEREAS, the City and Developer have agreed to enter into the Agreement, attached hereto as Exhibit A, to facilitate the construction of the Project; and

WHEREAS, the City Council finds that executing and delivering the Agreement is in the best interest of the City, as it will foster economic development, create new jobs, and improve the overall economic welfare of the residents of the City of Huber Heights and the State of Ohio.

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

Section 1. The Agreement between the City and Developer, attached hereto as Exhibit A, providing for the sale of real property is hereby approved. The City Manager is authorized to make any changes to the Agreement that are consistent with this Resolution and not substantially adverse to the City. Such changes shall be approved by the City Manager and reviewed by the Law Director.

Section 2. The City Manager is hereby authorized, on behalf of the City, to execute the Agreement. Any changes made to the Agreement that are not substantially adverse to the City, as determined by the City Manager and approved by the Law Director, shall be conclusively evidenced by the execution of the Agreement.

Section 3. The City Manager, Director of Finance, Law Director, Clerk of Council, and any other appropriate City officials are hereby authorized and directed to prepare, execute, and sign all necessary agreements and documents, and to take any actions required to implement this Resolution.

Section 4. It is hereby determined that all formal actions of this Council concerning and related to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and its committees that resulted in such formal actions were conducted in meetings open to the public, in accordance with Ohio law, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall take effect immediately 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 GRANGER PROPERTY DEVELOPMENT, LLC, an Ohio limited liability company (the “Purchaser”).

RECITALS

A. Seller owns the real property situated in Montgomery County, Ohio, and located at Executive Boulevard, City of Huber Heights, Montgomery County and commonly known as: (i) Parcel ID P70 03910 0085 containing approximately 4.693+/- acres (“Parcel 1”); and (ii) at time of Closing (defined below), Seller anticipates owning an approximately 0.9093+/- acres portion of Montgomery County Parcel ID P70 01820 0003 (“Parcel 2”), with Parcel 1 and Parcel 2 more particularly described and/ depicted 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, including all mineral rights to the extent, if any, owned by Seller (Parcel 1 and Parcel 2 collectively being referred to herein as the “Property”).

B. Seller desires to sell, and Purchaser desires to purchase, the Property upon the terms, covenants and conditions contained in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree as follows:

1. PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey, and Purchaser agrees to purchase, all of Seller’s right, title and interest to the Property.

2. PURCHASE PRICE. Purchaser agrees to pay for said Property the amount of Ninety Thousand Four Hundred and no/100 Dollars (\$90,400.00) multiplied by the total Usable Acres. The term “Usable Acres” shall mean the total acreage of the Property, less any acreage within rights-of-way, wetlands, riparian setbacks, oil/gas well setbacks, any unbuildable easements, floodplain/floodway and/or contaminated soil deemed unbuildable for Purchaser’s use by Purchaser’s environmental or other consultants, as verified by a final survey and site plan. By way of example, assuming total Usable Acres in the amount of 5.6023, the Purchase Price would be Five Hundred Six Thousand, Four Hundred Forty-Seven and 92/100 Dollars (\$506,447.92), payable as follows:

Earnest Money

\$5,000.00

Cash at Closing

\$506,447.92
(assuming 5.6023 Usable
Acres, subject to adjustment)

All Earnest Money shall be provided by Purchaser to Affiliates Title Group, LLC, 2211 Medina Road, Suite 100, Medina, Ohio 44256, Attn: John Ross (the "Escrow Agent" or "Title Company") within seven (7) business days of the Effective Date pursuant to the terms and conditions of this Agreement. The Escrow Agent shall deposit the Earnest Money in a non-interest-bearing account, pursuant to the terms of this Agreement, or at the mutual agreement of the parties per a separate escrow agreement, on Escrow Agent's standard form and not inconsistent with the provisions of this Agreement.

3. DEED AND EXCEPTIONS. Seller shall furnish a limited warranty deed, in a form acceptable for transfer and recording by public authorities and reasonably acceptable to Purchaser, conveying to Purchaser or its 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, free and clear of all liens, tenancies, rights to take liens, and encumbrances whatsoever, except: (i) real estate taxes and assessments, both general and special, which are a lien but not then due and payable; (ii) applicable zoning and building ordinances; (iii) legal highways; and (iv) the Permitted Exceptions (defined below).

4. TAXES AND ASSESSMENTS. To the extent the Property is not exempt from real estate taxation, Seller shall pay a pro rata share of the semi-annual installment of taxes and annual assessments, both general and special, including any payments in lieu of taxes, or other charges that are due and payable at Closing. Purchaser shall pay all such taxes and all assessments becoming due and payable thereafter. Seller's warranty that all taxes and assessments have been paid shall not include such prorated installment. The proration of taxes and assessments shall be per the Montgomery County method, whereby Seller shall pay 1/365th of the total taxes shown on the two (2) most recent semi-annual tax statements multiplied by the number of days from the statutory due date of the last semi-annual installment to and including the date of Closing. Any assessment due and payable shall be prorated on an annual basis. Seller shall deduct its prorated share of the taxes and assessments from the Purchase Price at Closing.

5. DUE DILIGENCE PERIOD. The "Due Diligence Period" refers to that period continuing for one hundred twenty (120) days after the Effective Date. Purchaser shall have the right to extend the Due Diligence Period for up to two (2) additional periods of ninety (90) days each (each an "Extension Period") by providing written notice to Seller prior to the expiration of the Due Diligence Period or any Extension Period, as applicable, and by depositing an additional Five Thousand Dollars (\$5,000.00) with the Title Company for each Extension Period exercised, which shall be considered part of the Earnest Money and credited to the Purchase Price at Closing.

6. CONDITIONS TO CLOSING. Purchaser's obligation to close on the Property is contingent upon Purchaser obtaining, to its sole satisfaction, all permits, licenses and governmental approvals necessary or appropriate to enable Purchaser to construct and operate on the Property for its intended use; including, but not limited to, zoning permits, grading permits; variances; and tax incentives. If this condition is not satisfied or waived on or prior to Closing, then Purchaser may terminate the Purchase Agreement and the Earnest Money shall be returned to Purchaser.

7. APPLICATION OF EARNEST MONEY. The Earnest Money shall be held to apply on the Purchase Price, and to be refunded to the Purchaser only if this offer is not accepted or if this transaction does not close for any reason provided for herein or breach by Seller and not as a result of the breach of this Agreement by Purchaser, in which event Purchaser may pursue any other legal or equitable remedy in law or equity, including specific performance. If Purchaser breaches this Agreement, Seller shall retain the Earnest Money as Seller's sole remedy. It is hereby agreed that Seller's damages in the event of a default by Purchaser hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages. Seller covenants not to bring any action or suit challenging the amount of liquidated damages provided hereunder in the event of such default. This provision shall expressly survive the termination of this Agreement.

8. CONTINGENCIES. The obligation for Purchaser to close on the transaction contemplated by this Agreement is contingent upon the Purchaser's ability to satisfy, in Purchaser's sole discretion, the following Purchaser Contingencies (defined below) prior to the expiration of the Due Diligence Period or any Extension Period, as applicable (the "Satisfaction Date"). In the event that the following Purchaser Contingencies are not satisfied by the Satisfaction Date, in Purchaser's sole discretion, Purchaser shall on or prior to the Satisfaction Date, give Seller written notice that such Purchaser Contingencies have not been satisfied and shall either (i) waive any unsatisfied Purchaser Contingencies and proceed with the Closing, or (ii) notify Seller that Purchaser will not complete the purchase, in which case the Earnest Money shall be returned to Purchaser and neither party shall have any further liability hereunder, except for those obligations that expressly survive said termination. The "Purchaser Contingencies" are as follows:

(a) Zoning and Governmental Approval. Purchaser's obligation to Close on the purchase of the Property hereunder is contingent upon Purchaser's receipt of all final, non-appealable plats, lot splits, variances, permits, agreements, licenses, consents and approvals (including, without limitation, any subdivision, rezoning, site approval, or otherwise) which are required in Purchaser's reasonable judgment for development and use of the Property for Purchaser's intended use (collectively, the "Approvals"). Purchaser, at Purchaser's expense, may file applications to have the Property replat and/or rezoned, as necessary, and all such other applications as may be required or desired in Purchaser's reasonable judgment. Applications shall be in the name of either Seller or Purchaser as may be required under the applicable governmental provisions. Seller agrees to reasonably cooperate in connection with Purchaser in processing all applications and obtaining all Approvals including, without limitation, executing all necessary or appropriate instruments, however Seller shall process such applications in the ordinary course and without any representations as to the outcome of an application seeking an Approval for Purchaser's intended use. In the event Purchaser terminates this Agreement as provided for herein, with applications for Approvals pending, Purchaser shall immediately withdraw such applications

from consideration, which obligation shall survive the termination of this Agreement.

(b) Inspections. Purchaser's obligation to Close on the purchase of the Property hereunder is contingent upon Purchaser's satisfaction, in Purchaser's sole discretion, with all aspects of the Property. During the Due Diligence Period and up until Closing, Purchaser and its agents, contractors, and representatives shall be entitled to enter the Property at reasonable times to perform such tests, inspections, studies, or investigations of the Property as Purchaser may deem necessary or desirable. Purchaser shall repair any material damage to the Property caused by Purchaser's inspections. Purchaser shall indemnify and hold the Seller harmless from any damages or liabilities resulting from the Purchaser's inspections. If the reviews or inspections of the Property disclose any circumstance, condition, or information which is objectionable to Purchaser, in its sole discretion, Purchaser shall have the right to terminate this Agreement by written notice to Seller delivered before or on the Satisfaction Date, as applicable. If this Agreement is so terminated, the Earnest Money shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations under this Agreement, except for those which expressly survive the termination of this Agreement. Purchaser shall indemnify and hold harmless Seller, its officers, employees, elected officials and their 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 and not merge with the deed.

(c) Community Reinvestment Area. Purchaser's obligation to Close on the purchase of the Property hereunder is contingent upon Purchaser and Seller entering into a mutually acceptable Community Reinvestment Area Agreement(s) granting 100% real property tax exemptions for a period of 15 years to each Phase (defined below) of the Property (the "CRA") and the execution of any and all necessary forms, applications, reports, or other such documents as may be required by Montgomery County, Ohio or the State of Ohio as they may relate to the CRA, Tax Increment Financing ("TIF"), or other such development related incentives or benefits as may apply to such Phase of the Property. Seller acknowledges that the Property may be developed by Purchaser in separate phases on individual legal parcels (each, a "Phase") and that each Phase may have its own timeline and financing which will require a separate CRA (and associated TIF documents, if applicable) commencing on the specific timeline for that Phase. Seller agrees to work with the Purchaser in good faith to ensure that the full 15-year period of 100% real property tax exemptions, incentives or benefits are separately available to each Phase.

9. EVIDENCE OF TITLE. Purchaser may obtain, at Purchaser's expense, an ALTA title commitment for an owner's and lender's policies of title insurance (the "Commitment") issued by the Title Company in the amount of the Purchase Price. Purchaser shall pay the premium for the owner's Title Insurance Policy (defined below), including charges for any endorsements for the owner's Title Insurance Policy. Before the expiration of the expiration of the Due Diligence Period or any Extension Period, as applicable, Purchaser shall notify Seller of the matters shown in the Commitment and Survey (as hereinafter defined) to which Purchaser objects, and such matters objected to by Purchaser shall be deemed "Title Objections." Notwithstanding anything in this Agreement to the contrary, Seller shall be obligated to pay at Closing (and/or eliminate and remove) any and all mortgages, deeds of trust, judgments and any other liens, including mechanics' and materialmen's liens and tax liens encumbering the Property, other than liens for taxes which are not yet due and payable (collectively, "Monetary Liens"), and all such

Monetary Liens shall be deemed disapproved by Purchaser regardless of whether they are objected to by Purchaser in any written title objection notice.

Should Purchaser present Title Objections to Seller, Seller, at its option, shall: (i) cure the Title Objections, at Seller's expense, within five (5) business days from the date of receipt of Purchaser's Title Objections (the "Cure Period") or otherwise commit in writing during the Cure Period to unconditionally cure such matters as soon as reasonably practicable, but in any event on or before Closing (the "Cure Notice"); or (ii) at any time prior to or during the Cure Period, give notice to Purchaser that Seller is either unable or unwilling to cure any or all of the Title Objections (the "No Cure Notice"). In the event that Seller: (i) does not fully cure the Title Objections within the Cure Period or otherwise commit in writing during the Cure Period to unconditionally cure such matters as soon as reasonably practicable but in all events prior to Closing; (ii) fails to deliver the Cure Notice; or (iii) delivers the No Cure Notice, then Purchaser shall have the right to elect to: (y) waive such Title Objections and proceed to close the transaction and accept title to the Property subject to such Title Objections, provided that the Purchase Price shall be equitably reduced for any unremoved encumbrances; or (z) terminate this Agreement within five (5) days of receiving Seller's Cure Notice or No Cure Notice, or within five (5) days after the expiration of the Cure Period if Seller fails to provide a Cure Notice or No Cure Notice, by giving notice of termination to Seller, in which event the Earnest Money and documents deposited by Purchaser in escrow shall be returned to Purchaser and this Agreement shall be of no further force or effect.

If Purchaser fails to notify Seller of Purchaser's election under (y) or (z) above, Purchaser shall be deemed to proceed under (y) and to purchase the Property subject to the Title Objections; provided that, notwithstanding anything herein to the contrary, Seller shall have an affirmative obligation to cause at or prior to Closing the satisfaction and release of all Monetary Liens. Any other exception or other title matter on the Commitment and/or Survey that is not timely objected to by Purchaser, or waived (or deemed waived) hereunder by Purchaser, shall be deemed to be a "Permitted Exception." At Closing, Seller shall satisfy all customary requirements applicable to Seller in order to cause the Title Company to issue the title insurance policy in the amount of the Purchase Price to Purchaser insuring at the time of filing of the deed that there is vested in Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances and title exceptions whatsoever except for the Permitted Exceptions (the "Title Insurance Policy").

10. SURVEY. Purchaser may obtain, at Purchaser's cost, 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.

11. WARRANTIES OF SELLERS.

(a) Seller represents and warrants to Purchaser that, to the best of its

knowledge, after due inquiry, 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:

- A. Seller shall have good and marketable fee simple title to the Property, which shall be free and clear of all encumbrances, occupancies and restrictions on the Closing Date, except for Permitted Exceptions.
- 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.
- C. 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.
- D. Seller has not received notice of any condemnation proceedings pending or contemplated which would affect the Property.
- E. 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.
- F. Seller has not entered into any contracts, leases or other agreements affecting the Property that would be binding upon the Property or Purchaser following Closing, and Seller will not enter into any such contracts, leases or other agreements prior to Closing.
- G. There are no rights, options, or other agreements of any kind to purchase or otherwise acquire or sell or otherwise dispose of all or any part of the Property.

Seller shall indemnify, defend and hold harmless Purchaser 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 Purchaser as a result of a breach of Seller'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.

(b) Purchaser represents and 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 or Delaware, 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: (x) entering into this Agreement; (y) executing any of the documents Purchaser is obligated to execute and deliver at the Closing; or (z) 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.

12. 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 12 shall survive the Closing for a period of one (1) year.

13. CLOSING. The consummation of the transaction contemplated herein (the "Closing") shall occur not later than thirty (30) days following the later of: (i) the expiration of the Due Diligence Period or any Extension Period, as applicable, or; (ii) the satisfaction of the

Purchaser Contingencies, Seller's Conditions to Closing (defined below) and Purchaser's Conditions to Closing (defined below) (such dated referred to as the "Closing Date").

The Parties recognize that Parcel 2 is to be transferred to the City by a third party and to the extent reasonably practical and reasonably feasible, the Closing for the Property shall be inclusive of Parcel 1 and Parcel 2. Notwithstanding anything to the contrary in this Agreement, however, the Parties agree to bifurcate the Closing as to Parcel 1 and Parcel 2 should the same be desired by either Party or required due to circumstances beyond the control of the City. To the extent separate Closings are required for Parcel 1 and Parcel 2, the timing of the Closing on Parcel 2 shall be extended, if necessary, such that said Closing shall occur within sixty (60) days of the City acquiring title to Parcel 2, provided that all other conditions to Closing hereunder are satisfied and/or waived in accordance with the terms of this Agreement.

Notwithstanding any other provision to the contrary contained herein, Seller acknowledges and agrees that Purchaser shall have the right to accelerate a separate Closing on one or more defined areas of the Property, each identified as a "Phase" for the purposes of satisfying the timeline of a third party end user; provided that the Seller has approved of such end user's intended use of that defined area of the Property, such approval by Seller not to be unreasonably withheld, conditioned or delayed. In such event, Seller and Purchaser shall work together in good faith to complete the individual CRA and, if applicable, TIF agreements for such Phase and any necessary rezoning, replat and/or lot split to create a separate legal parcel for such Phase.

Seller shall bear the following fees and expenses incurred in connection with the Closing: (i) preparation of the deed, (ii) recording fees to discharge obligations affecting the Property required to be discharged by Seller under this Agreement, (iii) any conveyance fees, documentary stamps or transfer taxes, (iv) the cost of the title search and issuance of the Commitment; and (v) one-half (1/2) of the escrow fee due to Escrow Agent.

Purchaser shall bear the following fees and expenses incurred in connection with the Closing: (i) the cost of all endorsements to the owner's Title Insurance Policy; (ii) all costs of Purchaser's due diligence; (iii) the full premium of the owner's Title Insurance Policy up to the amount of the Purchase Price and any endorsements thereto; (iv) the cost of recording the deed, any mortgage granted by Purchaser and issuance of the lender's policy of title insurance and endorsements thereto; (v) one-half (1/2) of the escrow fee; and (vi) 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.

(e) 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.

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

(g) Purchaser shall deliver to the Title Company a settlement statement in accordance with this Agreement.

(h) 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.

(i) Seller and Purchaser shall deliver to the Title Company executed originals of the CRA and, if applicable, TIF agreements.

14. REAL ESTATE COMMISSION. Seller and Purchaser each represent and warrant that they have not been represented by any broker in connection with the sale of the Property, and no commissions or fees are due to any broker or finder by reason of either party's actions in this matter. Seller and Purchaser shall each be responsible for all liability, if any, for any broker or finder fees payable with respect to the sale of the Property that are attributable to its respective actions. Seller and Purchaser shall and do each hereby indemnify, defend and hold harmless the other from and against the claims, demands, actions and judgments of any and all brokers, agents and other persons or entities alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligations in this Section shall survive the termination of this Agreement or the Closing.

15. 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 and the Earnest Money shall be returned to Purchaser.

16. 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 deposited in the United States mail, certified and with proper postage prepaid and return receipt requested, pr sent via national overnight courier (e.g., FedEx) for next day delivery, or by electronic transfer to the addresses set out below or at such other addresses as are specified by

written notice delivered in accordance herewith:

(a) If to the Purchaser:

Granger Property Development, LLC
Attn: Greg Geisler
2211 Medina Road, Suite 100
Medina, Ohio 44256
Email: greg@prideone.cc

With Copy to:

The Law Offices of Phillip A. Helon
Attn: Phillip A. Helon, Esq.
2211 Medina Road, Suite 100
Medina, Ohio 44256
Email: pah@helonlaw.com

(b) If to the Seller:

City of Huber Heights
John Russell, Interim City Manager
6131 Taylorsville Road
Huber Heights, Ohio 45424
Email: _____

With Copy to:

City of Huber Heights
Christopher R. Conard, Law Director
Coolidge Wall
33 West First Street, Suite 200
Dayton, Ohio 45402
Email: _____

17. 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 from Seller shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Purchaser may designate a nominee at Closing for purposes of taking title to the Property per the deed from Seller without first obtaining Seller's consent.

18. 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 and is to take effect as a sealed instrument the date the last party signs said instrument. This Agreement may be executed

in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. 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 written, not herein contained. 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.

19. 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.

20. Counterparts/Telecopy. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this Agreement shall not be effective until signed by both Seller and Purchaser. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this Agreement.

21. Waiver of Jury Trial. PURCHASER AND SELLER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

22. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard for its conflicts of laws principles.

23. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision shall be fully severable; the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement.

24. Tax-Deferred Exchange. Seller and Purchaser each reserve the right to effectuate the sale of the Property by means of an exchange of like-kind property which will qualify as such under Section 1031 of the Internal Revenue Code and the regulations promulgated thereunder. Seller and Purchaser expressly reserve the right to assign its rights, but not its obligations, hereunder to a qualified intermediary as provided in I.R.C. Reg. 1.1031(k)-1(g)(4) on or before the Closing Date. Upon written notice from Seller to Purchaser or Purchaser to Seller, the receiving

party agrees to cooperate with other party to effect a like-kind exchange, provided that such exchange shall not delay the Closing Date, and the non-exchanging party shall not be required to bear any additional cost or liability in connection with such like-kind exchange.

25. CONDITIONS PRECEDENT TO CLOSING.

(a) The following shall be conditions precedent to Seller's obligation to consummate the Closing of the transaction contemplated by this Agreement (the "Seller's Conditions to Closing"):

1. Purchaser shall have performed all covenants, agreements and obligations and complied with all conditions required by this Agreement to be performed or complied with by Purchaser;
2. Purchaser's representations and warranties shall have been true and correct in all material respects when made, and shall be true and correct in all material respects at Closing;
3. Approval of this Agreement by Huber Heights City Council; and
4. Within thirty (30) days after the satisfaction and/or waiver of all other conditions precedent to Closing, Purchaser shall have delivered to Seller or the Title Company, as the case may be, all necessary and fully executed documents, in recordable form where applicable, and all settlement funds.

The Seller's Conditions to Closing set forth above are for the sole benefit of Seller, and may be waived in writing by Seller in its sole discretion. In the event of a failure of the Seller's Conditions to Closing set forth above (other than the approval of this Agreement by Huber Heights City Council), and if such failure is not cured within five (5) business days following written notice of such failure from Seller to Purchaser, Seller may terminate this Agreement within five (5) business days thereafter upon written notice to Purchaser in which event neither party shall have any further obligation to the other hereunder, except for such obligations as are expressly designated to survive the Closing or earlier termination of this Agreement, and the Earnest Money shall be paid to Seller.

(b) The following shall be conditions precedent to Purchaser's obligation to consummate the Closing of the transaction contemplated by this Agreement (the "Purchaser's Conditions to Closing"):

1. Seller shall have performed all covenants, agreements and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller;
2. Seller's representations and warranties shall have been true and correct in all material respects when made, and shall be true and correct in all material respects at Closing;

3. Within thirty (30) days after the satisfaction and/or waiver of all other conditions precedent to Closing, Seller shall have delivered to Purchaser or the Title Company, as the case may be, all necessary and fully executed documents, in recordable form where applicable, and satisfied all of the Title Company's customary requirements applicable to Seller in order to cause the issuance of the Title Insurance Policy insuring Purchaser's purchase of the Property, subject only to the Permitted Exceptions;
4. There shall have occurred no material adverse change to the Property.

The Purchaser's Conditions to Closing set forth above are for the sole benefit of Purchaser, and may be waived in writing by Purchaser in its sole discretion. In the event of a failure of any Purchaser's Conditions to Closing set forth above, and if such failure is not cured within five (5) business days following written notice of such failure from Purchaser to Seller, then notwithstanding anything herein to the contrary, under no circumstances shall Purchaser be deemed in default and Purchaser may terminate this Agreement within five (5) business days thereafter upon written notice to Seller, in which event the Earnest Money shall be refunded to Purchaser, and neither party shall have any further obligation to the other hereunder, except for such obligations as are expressly designated to survive the Closing or earlier termination of this Agreement.

[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

John Russell, Interim City Manager

Date: _____

PURCHASER:

Granger Property Development, LLC, an
Ohio limited liability company

Greg Geisler, Authorized Signatory

Date: _____

RECEIPT AND AGREEMENT

Receipt is hereby acknowledged by Affiliates Title Group, LLC of the sum of Five Thousand and xx/100 Dollars (\$5,000.00) as Earnest Money to be held subject to the terms of the above Agreement.

Affiliates Title Group, LLC

By: _____

Printed Name: _____

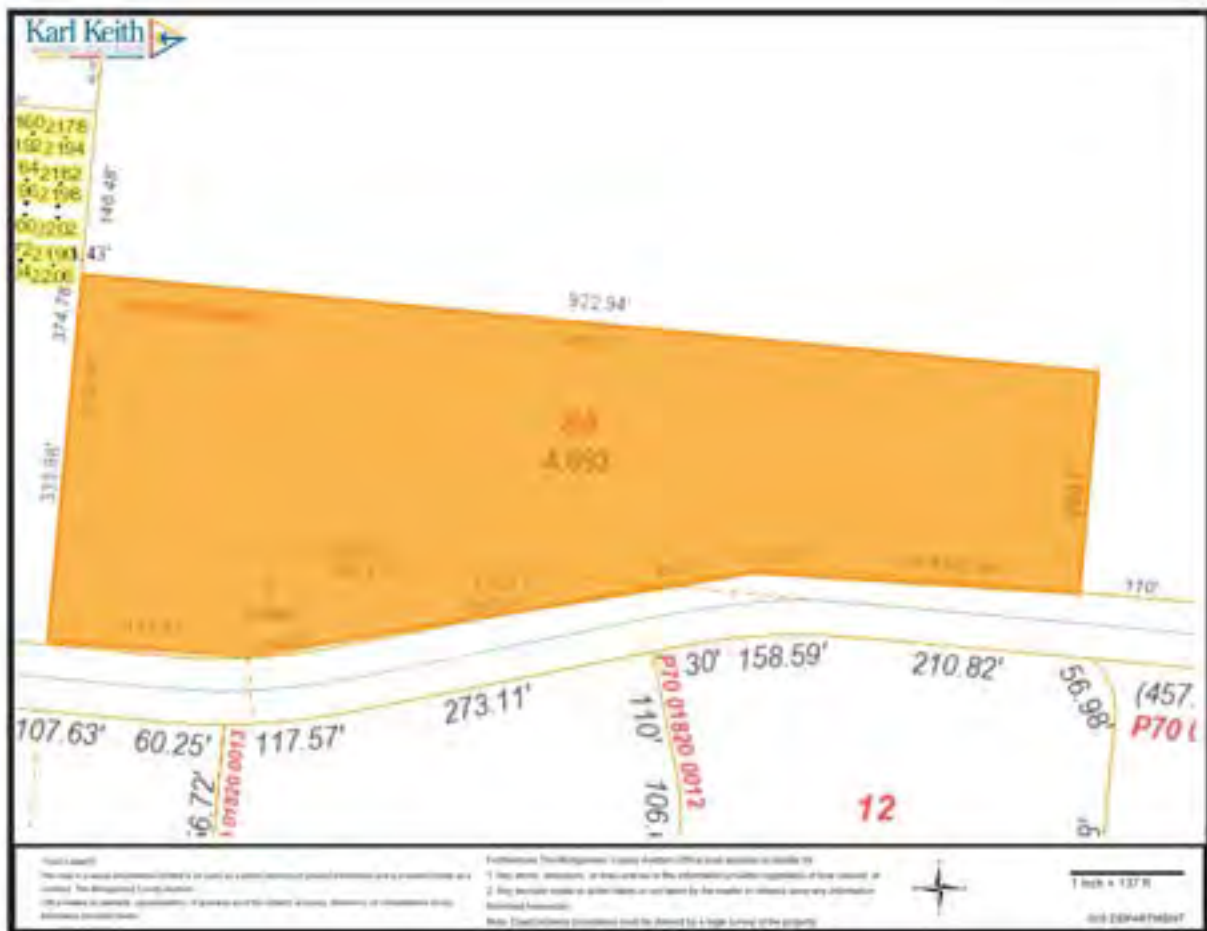
Title: _____

Date: _____

Exhibit A

[Legal Description of the Property to be confirmed by Title Commitment]

THE PROPERTY



AI-10416

Topics Of Discussion I.

Council Work Session

Meeting Date: 10/22/2024

2025 Council Work Session/City Council Meeting Schedules

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 10/22/2024

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

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

Agenda Item Description or Legislation Title

2025 Council Work Session/City Council Meeting Schedules

Purpose and Background

City Council must approve the 2025 Council Work Session and City Council Meeting Schedules (see attached).

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

2025 Council Work Session Meeting Schedule

2025 City Council Meeting Schedule



2025 HUBER HEIGHTS CITY COUNCIL WORK SESSION SCHEDULE

Meeting Date	Meeting Time	Location
January 7, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
January 21, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
February 4, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
February 18, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
March 4, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
March 18, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
April 8, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
April 22, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
May 6, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
June 3, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
June 17, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
July 8, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
July 22, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
August 4, 2025 Monday	6:00 PM	City Hall – Council Chambers
August 19, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
September 2, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
September 16, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
October 7, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
October 21, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
November 5, 2025 Wednesday	6:00 PM	City Hall – Council Chambers
November 18, 2025 Tuesday	6:00 PM	City Hall – Council Chambers
December 2, 2025 Tuesday	6:00 PM	City Hall – Council Chambers



2025 HUBER HEIGHTS CITY COUNCIL MEETING SCHEDULE

Meeting Date	Meeting Time	Location
January 13, 2025 Monday	6:00 PM	City Hall – Council Chambers
January 27, 2025 Monday	6:00 PM	City Hall – Council Chambers
February 10, 2025 Monday	6:00 PM	City Hall – Council Chambers
February 24, 2025 Monday	6:00 PM	City Hall – Council Chambers
March 10, 2025 Monday	6:00 PM	City Hall – Council Chambers
March 24, 2025 Monday	6:00 PM	City Hall – Council Chambers
April 14, 2025 Monday	6:00 PM	City Hall – Council Chambers
April 28, 2025 Monday	6:00 PM	City Hall – Council Chambers
May 15, 2025 Thursday	6:00 PM	City Hall – Council Chambers
June 9, 2025 Monday	6:00 PM	City Hall – Council Chambers
June 23, 2025 Monday	6:00 PM	City Hall – Council Chambers
July 14, 2025 Monday	6:00 PM	City Hall – Council Chambers
July 28, 2025 Monday	6:00 PM	City Hall – Council Chambers
August 11, 2025 Monday	6:00 PM	City Hall – Council Chambers
August 25, 2025 Monday	6:00 PM	City Hall – Council Chambers
September 8, 2025 Monday	6:00 PM	City Hall – Council Chambers
September 22, 2025 Monday	6:00 PM	City Hall – Council Chambers
October 13, 2025 Monday	6:00 PM	City Hall – Council Chambers
October 27, 2025 Monday	6:00 PM	City Hall – Council Chambers
November 10, 2025 Monday	6:00 PM	City Hall – Council Chambers
November 24, 2025 Monday	6:00 PM	City Hall – Council Chambers
December 8, 2025 Monday	6:00 PM	City Hall – Council Chambers

AI-10443

Topics Of Discussion J.

Council Work Session

Meeting Date: 10/22/2024

2025 Montgomery County Public Defender Agreement

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 10/22/2024

Audio-Visual Needs: None

Emergency Legislation?: No

Motion/Ordinance/

Resolution No.:

Agenda Item Description or Legislation Title

2025 Montgomery County Public Defender Agreement

Purpose and Background

This legislation is to approve the annual renewal of the Montgomery County Public Defender's contract for 2025. The 2025 Montgomery County Public Defender agreement has not yet been received.

Fiscal Impact

Source of Funds: Legal Budget

Cost: N/A

Recurring Cost? (Yes/No): Yes

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 CONTRACT WITH THE MONTGOMERY COUNTY PUBLIC DEFENDER COMMISSION TO PROVIDE STATUTORILY REQUIRED LEGAL COUNSEL TO INDIGENT PERSONS FOR FISCAL YEAR 2025.

WHEREAS, the City of Huber Heights has responsibilities under the laws of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in the Municipal Court; and

WHEREAS, in furtherance of the execution of such legal responsibilities, the City desires to utilize the Montgomery County Public Defender Commission to provide legal counsel to the City’s indigent citizens charged under the City Code and prosecuted in Montgomery County courts.

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 Montgomery County Public Defender Services for 2025 attached hereto as Exhibit A which shall be approved by the Law Director.

Section 2. The City Finance Director is authorized to pay the Montgomery County Public Defender Commission the compensation set forth in the contract at the time of signing the contract.

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-10417

Topics Of Discussion **K.**

Council Work Session

Meeting Date: 10/22/2024

2025 Miami County Public Defender Agreement

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 10/22/2024

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

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

Agenda Item Description or Legislation Title

2025 Miami County Public Defender Agreement

Purpose and Background

This legislation is to approve the annual renewal of the Miami County Public Defender's contract for 2025. The rates have not been increased from the 2024 rates and will remain the same for 2025.

Fiscal Impact

Source of Funds: Legal Fund

Cost: \$826.88

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE MIAMI COUNTY PUBLIC DEFENDER COMMISSION TO PROVIDE STATUTORILY REQUIRED LEGAL COUNSEL TO INDIGENT PERSONS FOR FISCAL YEAR 2025.

WHEREAS, the City of Huber Heights has responsibilities under the laws of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in the Municipal Court; and

WHEREAS, in furtherance of the execution of such legal responsibilities, the City desires to utilize the Miami County Public Defender Commission to provide legal counsel to the City’s indigent citizens charged under the City Code and prosecuted in Miami County courts.

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 Miami County Public Defender Services for 2025 attached hereto as Exhibit A which shall be approved by the Law Director.

Section 2. The City Finance Director is authorized to pay the Miami County Public Defender Commission the compensation set forth in the contract at the time of signing the contract.

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

EXHIBIT A

CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICES TO MUNICIPAL CORPORATIONS

AGREEMENT

THIS AGREEMENT entered into between the Miami County Public Defender Commission hereinafter called the "Commission" and the City of Huber Heights, Ohio, hereinafter called the "City".

WHEREAS, the City recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in its Municipal Court, and

WHEREAS, the city in furtherance of the execution of its legal responsibilities, desires that the legal services of the Commission be delivered to the City's indigent citizens and others so situated;

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. Scope of Work.

The Commission shall in a satisfactory and proper manner under the terms and conditions contained herein, perform the following services:

Provide legal counsel to indigent persons charged with loss of liberty offenses under, by or through, the Codified Ordinances of the City of Huber Heights, Ohio. The within representation shall include such cases filed in the Miami County Municipal Court, and/or Miami County Common Pleas Court, and Miami County Juvenile Court.

2. Compensation.

The City shall pay to the Commission a sum not to exceed Eight Hundred Twenty Six Dollars and Eighty Eight Cents (\$826.88) which shall constitute full and complete payment for all the Commission's services during the term of this contract. Said sum shall be paid upon the signing of this contract.

3. Term of Service.

The duration of this contract shall be for one (1) year commencing January 1, 2025, and shall terminate on December 31, 2025.

4. Non-Assignment.

The Commission shall not assign all or any part of this Agreement without the prior written consent of the city, which consent shall not be unreasonably withheld.

5. Termination.

If the Commission shall fail to fulfill in a reasonable timely and proper manner its obligations under this Agreement, or if the Commission shall substantially violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Commission of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the Commission.

6. Amendments.

All Amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. Anti-Discrimination.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, raises of pay or other forms of compensation, and selection for training including apprenticeship. The Commission shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. Conflicts.

Commission covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident Commissioner shall share in any part hereof or any benefits to arise herefrom.

9. Indigency Determination.

In determining the indigent status of all individuals receiving representation pursuant to this agreement, all applicable standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the Ohio Public Defender will be followed.

In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

10. Verification of Contract Amount.

Payment by the municipality, whether by contractual amount or a fee schedule, does not exceed the fee schedule in effect and adopted by the county commissioners of the said herein county wherein the municipal corporation is located.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 20__.

APPROVED AS TO FORM:

MIAMI COUNTY PUBLIC
DEFENDER ASSOCIATION

CITY OF HUBER HEIGHTS, OHIO

BY 
WILLIAM G. ROZELL
COMMISSION CHAIRMAN

BY 

AI-10414

Topics Of Discussion L.

Council Work Session

Meeting Date: 10/22/2024

City Code - Supplement 19 - Adopting Ordinance

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 10/22/2024

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

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

Agenda Item Description or Legislation Title

City Code - Supplement 19 - Adopting Ordinance

Purpose and Background

This ordinance is to adopt Supplement 19 to the City Code for the period of April 1, 2024 to June 30, 2024. Appropriate legal notice of this ordinance has been advertised as required by the Huber Heights City Charter.

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

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

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 19; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Municipal Code Corporation has completed its updating and revision of the City Code of Huber Heights, Ohio within Supplement 19; and

WHEREAS, certain provisions within the City Code of Huber Heights, Ohio were changed to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various resolutions and/or ordinances of a general and permanent nature have been passed by the City Council which should be included in the City Code of Huber Heights, Ohio.

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

Section 1. The resolutions and/or ordinances of the City of Huber Heights, Ohio, of a general and permanent nature, as edited, revised, codified and re-codified, rearranged and consolidated into component codes, titles, chapters and sections within Supplement 19 to the City Code of Huber Heights, Ohio for the period of April 1, 2024 to June 30, 2024, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted.

Section 2. The provisions within the City of Huber Heights Code that mirror provisions as contained in the Ohio Revised Code as set forth within Supplement 19 to the City Code of Huber Heights, Ohio for the period of April 1, 2024 to June 30, 2024, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted to conform with current State law.

Section 3. All ordinances and resolutions or parts thereof that are in conflict or inconsistent with any provision of the new matter adopted in Section 1 or 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

(a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to June 30, 2024.

Section 4. Pursuant to Section 5.08(B) of the Huber Heights City Charter, the Clerk of Council shall cause a notice of this proposed adopting Ordinance to be published one time in a newspaper of general circulation in the City at least seven days prior to adoption and no further publication shall be necessary. Such publication shall constitute sufficient notice of all new material contained therein.

Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date