



**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

**March 18, 2025
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. March 4, 2025
3. **Work Session Topics Of Discussion**
 - A. City Manager Report
 - B. Cleaning Consumables/Uniform Rentals - Solicit Bids - Public Works Division
 - C. Cottonwood Park Playground Equipment - Award Contract
 - D. City Park Security
 - E. Moral Obligation Claim - 6997 Charlesgate Drive
 - F. Supplemental Appropriations
 - G. ClearGov - Award Contract

- H. Software Solutions Visual Intelligence Portfolio (VIP) - Award Contract
- I. Dublin 7 Project
- J. Brandt Pike/Fishburg Road Mast Arm Traffic Signal Installation Project - Award Contract
- K. 2025 Rehabilitation Of Sewer Lines Project - Award Contract
- L. 2025 Water Main Replacement Project - Award Contracts
- M. 2025 Sidewalk Program And Concrete Portion Of The 2025 Street Program - Award Contracts
- N. Brandt Pike Improvement/Carriage Trails Parkway - Award Contract
- O. East Water Main Extension Project - Contract Modification
- P. Chambersburg Water Tower Painting - Award Contract
- Q. Kroger Aquatic Center - Naming Rights
- R. Ward Map Revision
- S. City Council Compensation

4. **Adjournment**

AI-10737

Topics Of Discussion A.

Council Work Session

Meeting Date: 03/18/2025

City Manager Report

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/18/2025

Audio-Visual Needs: SmartBoard **Legal Review:** Not Needed

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-10683

Topics Of Discussion B.

Council Work Session

Meeting Date: 03/18/2025

Cleaning Consumables/Uniform Rentals - Solicit Bids - Public Works Division

Submitted By: Linda Garrett

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Public Works

Date(s) of Committee Review: 03/18/ 2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Cleaning Consumables/Uniform Rentals - Solicit Bids - Public Works Division

Purpose and Background

This legislation is to solicit bids for cleaning consumables and uniform rentals for the Public Works Division.

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

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR SERVICES RELATED TO THE PROCUREMENT, MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF ALL CLEANING CONSUMABLES FOR CITY-OWNED BUILDINGS AND UNIFORM SERVICES FOR CITY PERSONNEL.

WHEREAS, the City of Huber Heights recognizes its obligation of maintaining City property for efficient operations; and

WHEREAS, a competitive bidding process would be utilized to obtain a reputable firm to provide services related to the procurement, maintenance, repair, and/or replacement of all cleaning consumables for City-owned buildings and uniform services for City personnel; and

WHEREAS, the funds for the procurement, maintenance, repair, and/or replacement of all cleaning consumables for City-owned buildings and uniform services for City personnel are available within the budgeted funds for Fiscal Year 2025.

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

Section 1. The City is hereby authorized to solicit bids for services related to the procurement, maintenance, repair, and/or replacement of all cleaning consumables for City-owned buildings and uniform services for City personnel. These bids and contracts shall be for a three-year period with the possibility of a one-year extension and shall be in an amount not to exceed \$75,000.00 annually.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10691

Topics Of Discussion C.

Council Work Session

Meeting Date: 03/18/2025

Cottonwood Park Playground Equipment - Award Contract

Submitted By: Sarah Forsythe

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Parks/Recreation

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Cottonwood Park Playground Equipment - Award Contract

Purpose and Background

Cottonwood Park is a community-level park in the City's park system. Cottonwood Park's proximity to a local pre-school and a church results in high user loads and many pre-school-aged users. This new playground will meet the needs of park goers and provide a unique park offering that differs from the other parks in the City's park system.

Fiscal Impact

Source of Funds: Parks And Recreation Capital Fund

Cost: \$435,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Replacement of this playground equipment is currently budgeted in the 2025 capital line item of the Parks and Recreation Budget.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO MAKE IMPROVEMENTS TO
COTTONWOOD PARK.

WHEREAS, the City of Huber Heights owns and operates a playground at Cottonwood Park; and

WHEREAS, this playground equipment is scheduled for replacement in the Parks and Recreation Capital Improvement Plan based on its deteriorating condition; and

WHEREAS, the City desires to provide quality play facilities to meet the needs of the community; and

WHEREAS, Midstates Recreation provides quality play systems not currently represented in the City’s park system and available through the Sourcewell cooperative purchasing agreement.

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 engage Midstates Recreation for the purchase and installation of a play structure at Cottonwood Park per Section 171.12(b) of the Huber Heights Codified Ordinances. Such authorization of the City Manager includes the execution of any and all documents necessary to accomplish this directive.

Section 2. The City Manager’s scope and authority as noted above shall be based on the following budgetary not to exceed limitations:

- Play Structure: \$435,000.00
- Incidentals & Contingency: \$20,000.00

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10731

Topics Of Discussion **D.**

Council Work Session

Meeting Date: 03/18/2025

City Park Security

Submitted By: Rachael Dillahunt

Department: City Manager

Council Committee Review?: Council Work Session

Division: City Manager

Date(s) of Committee Review: 3/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

City Park Security

Purpose and Background

This agenda item is to discuss security measures in City parks in an effort to assist the City of Huber Heights with proactive security, safety, and City asset protection. Initially, the focus will be on proactive and preventative security in Community Park by gaining City approval for a 30-day pilot program for a LVT unit near the entrance to Community Park. This LVT unit will allow the City to provide real data to help solve this location's use cases while also providing citizens with an extra level of reassurance that the City is proactively engaged in public safety. This solution offers privacy and data security also at the forefront. LVT units are used in cities for many reasons, including crime prevention at events, protests, illegal dumping, theft, fighting, drugs, trespassing, vagrancy, loitering, etc. by augmenting other crime prevention measures in the City.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$36,000

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Agreement

PILOT AGREEMENT

This PILOT AGREEMENT ("**Agreement**") is effective as of _____ ("**Effective Date**"), between _____ ("**Customer**"), and LiveView Technologies, Inc. ("**LVT**"), each a "**Party**" and collectively referred to as the "**Parties**."

Customer desires to trial LVT's Products and Services, as such term is defined below, in order to determine whether or not it shall license or otherwise acquire the right to use such Products and Services; and LVT desires to allow Customer the right to trial said Products and Services free of charge during the Pilot Period, as defined herein;

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the Parties agree as follows:

1. **Submission on Approval.** LVT will provide Customer with the hardware, software, documentation and/or support ("**Products and Services**") in order for Customer to conduct a pilot use and evaluation for the purpose of allowing Customer to decide whether to subscribe to the following Products and Services:

A. Hardware: LVT D3 Security Systems. System includes AGM batteries, 400w solar panels, and the D3 head-unit with two bispectrum cameras, and a center PTZ.

B. Software: Full access to the LVT software suite, including command center, system analytics, and monthly usage of 15gb of mobile network data. Unlimited user licenses.

C. Documentation: User manual. Any online user manual and tutorials.

D. Support: Onboarding training provided, during the Pilot Period. Customer support available as commercially reasonably needed.

2. **Representations and Warranties.** LVT represents and warrants that: (a) LVT is the legal owner of the Products and Services and has full authority to grant to Customer the rights granted hereunder; (b) the Products and Services shall be of good quality, free from defects in design, material, and workmanship and conform to Customer's specifications; (c) the Products and Services will be of merchantable quality and fit and safe for their intended use and will comply with applicable laws; and (d) the Products and Services do not infringe any third party proprietary rights.

3. **Indemnification.** LVT shall indemnify, defend and hold harmless Customer, its officers, employees, agents, contractors, successors and assigns, from and against any and all liability, fees, penalties, fines, judgments, claims or costs, including attorneys' fees arising from (i) LVT's breach of this Agreement; (ii) third party claims that the provision of the Products and Services or the use by Customer, its agents or employees, of any of the Products and Services infringes upon any third-party intellectual property rights; and (iii) any personal injury (including death) or damage to property directly resulting from LVT's negligence or willful misconduct.

4. **Payment.** Nothing in this Agreement requires Customer to make any payment to LVT. It is mutually understood that it is in both Parties' best interests to have this Pilot Period, during which neither Party shall pay any amounts to the other, and each Party shall pay its own expenses which may be incurred as the result hereof.

5. **Pilot Period.** The “**Pilot Period**” shall begin on the date the Products are delivered to Customer (the “**Delivery Date**”) and will continue for 30 days from the Delivery Date. The Parties may agree in writing to extend the Pilot Period. Customer shall have no duty to purchase or subscribe to any of the Products and Services after the expiration of the Pilot Period or termination of this Agreement.

6. **Termination.** Customer may terminate the Agreement at any time upon written notice thereof to LVT.

7. **Care of Products.** Customer will use reasonable care with the Products and Services, and Customer shall be liable for any loss or damage to the Products caused by Customer’s negligence or willful misconduct.

8. **Title to Products.** Customer agrees that LVT shall retain title to the Products and Services during the Pilot Period.

9. **Confidentiality.** During the term of this Agreement, either Party may disclose (“**Disclosing Party**”) proprietary and confidential information in any form concerning the Disclosing Party’s business operations (“**Confidential Information**”). Accordingly, the receiving Party of any Confidential Information (“**Receiving Party**”) hereby agrees to: (a) not disclose any Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, or except as set forth below, during the term hereof, and for a period of two (2) years thereafter (and for a perpetual period for trade secrets); (b) use such Confidential Information only for the purposes set forth in this Agreement; and (c) return all such Confidential Information to the Disclosing Party, or destroyed (together with certification of destruction by the Receiving Party), promptly upon expiration of the Pilot Period.

Notwithstanding the foregoing, the foregoing non-disclosure requirements do not apply to information which: (i) was generally known and available to the public as of the date of this Agreement or which becomes generally known and available to the public through no fault of the Receiving Party during the term of this Agreement; (ii) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; (iii) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party’s rights; or (iv) after prompt, advance written notice to the Disclosing Party (to the extent permitted by law), is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, but in that case only to the extent of the order or requirement.

10. **Insurance.** Each Party will, at its own cost and expense, obtain and maintain in full force and effect liability insurance to cover its obligations under this Agreement with financially sound and reputable insurers having A.M. Best ratings of at least A- (VII) or better.

11. **Publication/Advertising.** LVT shall not publish any information about Customer’s pilot use of the Products or use Customer’s name or logo in any advertisement, promotion, or other solicitation without Customer’s prior written approval. Customer acknowledges and agrees that LVT has the right to aggregated de-identified data and information generated from Customer’s use of the Products and Services and use such aggregated and de-identified data for improving, developing, testing, operating, promoting, and marketing the Products and Services.

12. **Conclusion of Agreement.** At the conclusion of this Agreement, if the Parties do not enter into an agreement for Customer’s continued use of the Products and Services, Customer shall arrange with LVT for the return of the Products.

13. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given if: (i) personally delivered; (ii) sent by national overnight courier service; (iii) by certified mail with a receipt requested; or (v) by email, addressed as set forth herein follows or to such other address as may be furnished for such purpose by notice duly given hereunder:

LVT: LiveView Technologies, Inc.
802 East 1050 South, Suite 300
American Fork, UT 84003
Attn.: Bryce Higbee, General Counsel

Along with a copy via email to: legal@lvt.com

Customer: Name:
 Address:
 Address:
 Email:
 Attn:

14. **General.**

a. **Waiver.** The failure of any Party to this Agreement at any time or times to require performance of any provision hereof shall in no manner affect such Party's right later to enforce the same.

b. **Counterparts.** This Agreement shall be executed in counterparts, which together shall be one and the same instrument and any one of which may be used for purposes of proof.

c. **Governing Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Delaware.

d. **Headings.** The headings of this Agreement are for convenience only and have no interpretive value.

e. **Severance.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The Parties agree to renegotiate any term held invalid and to be bound by the mutually agreed substitute provisions.

f. **Entire Agreement.** This Agreement, and any amendment or exhibit hereto, if any, are a part hereof, sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless it is in writing and signed by both Parties.

[signature page follows]



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

[name of Customer]

LiveView Technologies, Inc.

Name:
Title:

Name:
Title:

AI-10730

Topics Of Discussion E.

Council Work Session

Meeting Date: 03/18/2025

Moral Obligation Claim - 6997 Charlesgate Drive

Submitted By: Katie Knisley

Department: City Manager

Council Committee Review?: Council Work Session

Division:

Human Resources

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review:

Completed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Moral Obligation Claim - 6997 Charlesgate Drive

Purpose and Background

On July 21, 2022, while the Public Works Division was cutting grass on City property adjacent to the backside of the Kroger Aquatic Center, an obscured object was flown from the mower deck of the City mower, damaging the front door to the residential property located at 6997 Charlesgate Drive, Huber Heights, Ohio, home of Mr. and Mrs. Michael Buie. The City's efforts to remedy damage caused by the object that was thrown from the City-operated mower failed to meet the expectations of the City of Huber Heights and Mr. and Mrs. Buie. As the damage incurred by Mr. and Mrs. Buie is acknowledged by the City and is in need of resolution, the City Council is being asked to approve this moral obligation claim to settle this matter to the satisfaction of Mr. and Mrs. Buie.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$4,342.74

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING A MORAL CLAIM FOR DAMAGES TO A RESIDENTIAL HOME LOCATED AT 6997 CHARLESGATE DRIVE, HUBER HEIGHTS, OHIO.

WHEREAS, on July 21, 2022, the Public Works Division was cutting grass on city property adjacent to the backside of the Kroger Aquatic Center and an obscured object was flown from the mower deck damaging the front door of 6997 Charlesgate Drive, Huber Heights, Ohio, the home of Mr. and Mrs. Michael Buie; and

WHEREAS, the City's efforts to remedy damage caused by the object thrown from the City-operated mower failed to meet the expectations of the City of Huber Heights and Mr. and Mrs. Buie; and

WHEREAS, the damage incurred by Mr. and Mrs. Buie is acknowledged by the City and is 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 a payment of \$4,342.74 to resolve all outstanding claims for damages associated with the object that was thrown from the mower deck on July 21, 2022 in exchange for a release signed by Mr. and Mrs. Buie.

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. 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 _____, 2025;
_____ Yeas; ____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10734

Topics Of Discussion F.

Council Work Session

Meeting Date: 03/18/2025

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: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

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:

- \$158,000 transfer from State Highway Fund to Capital Improvement Fund for additional funding needed for mast arm traffic signal at Brandt Pike/Fishburg Road intersection.
- \$194,000 for initial setup and first year service for new Finance software to include Accounting, Payroll, Budgeting, Fixed Assets, and Utility Billing.
- \$35,000 for the lane light solar crosswalk system on Chambersburg Road and Old Troy Pike in front of the schools.
- \$30,000 for mobile security camera rental for parks and community events (paid for by reducing the 2025 Budget for seasonal Park employees).
- \$15,000 for repairs needed for the street sweeper.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$402,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

AUTHORIZING TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF HUBER HEIGHTS, OHIO AND AMENDING ORDINANCE NO. 2024-O-2676 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2025 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 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 transfers necessary and effected after January 1, 2025.

Section 2. Ordinance No. 2024-O-2676 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

| <i>Transfer:</i> | | | |
|-------------------------|-------------------|------------------|---------------------------------|
| <u>Amount</u> | <u>Fund From</u> | <u>Fund To</u> | <u>Purpose</u> |
| \$158,000.00 | 214 State Highway | 406 Capital Imp. | Mast Arm Signal-Brandt/Fishburg |

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, 2025 AND ENDING DECEMBER 31, 2025.

- 1) Section 1 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 101 General Fund, as follows:
 - a. Subsection a) Finance, Operations and Capital of \$194,000.00
- 2) Section 3 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 203 Gasoline Tax Fund, as follows:
 - a. Subsection b) Streets, Operations and Capital of \$35,000.00
- 3) Section 9 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 214 State Highway Fund, as follows:
 - a. Subsection b) Non-Departmental, Transfers of \$158,000.00
- 4) Section 12 of Ordinance No. 2024-O-2676 is hereby added to reflect changes in the appropriations of the 218 Parks & Recreation Fund, as follows:
 - a. Subsection a) Administration, Personnel decrease of \$30,000.00
 - a. Subsection a) Administration, Operations and Capital increase of \$30,000.00.
- 5) Section 34 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 406 Capital Improvement Fund, as follows:
 - a. Subsection c) Capital, Operations and Capital of \$158,000.00.
- 6) Section 51 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 571 Storm Water Management Fund, as follows:
 - a. Subsection b) Streets, Operations and Capital of \$15,000.00.

| | |
|-----------------------------|--------------|
| General Fund | \$194,000.00 |
| Gasoline Tax Fund | \$35,000.00 |
| State Highway Fund | \$158,000.00 |
| Parks & Recreation Fund | \$0.00 |
| Capital Improvement Fund | \$158,000.00 |
| Storm Water Management Fund | \$15,000.00 |

AI-10736

Topics Of Discussion G.

Council Work Session

Meeting Date: 03/18/2025

ClearGov - Award Contract

Submitted By: Alex Zaharieff

Department: Assistant City Manager - Finance/ED

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/18/2025

Audio-Visual Needs: None **Legal Review:** In Process

Emergency Legislation?: No **Motion/Ordinance/Resolution No.:**

Agenda Item Description or Legislation Title

ClearGov - Award Contract

Purpose and Background

City Staff recommend transitioning from OpenGov to ClearGov to improve efficiency, reduce costs, and enhance transparency by eliminating the need for a third-party data conversion service. ClearGov's integration with Software Solutions Inc. (SSI) and Ohio's Open Checkbook program will streamline financial management while providing long-term budget predictability and improved financial planning tools.

Fiscal Impact

Source of Funds: Various Funds
Cost: \$272,522 Over Five Years
Recurring Cost? (Yes/No): Yes
Funds Available in Current Budget? (Yes/No): Yes
Financial Implications:
\$272,522 over a five-year period.

Attachments

Overview
Resolution
Exhibit A

ClearGov

Overview

ClearGov is a cloud-based financial management and budgeting platform tailored for the public sector. It provides user-friendly tools designed to enhance financial transparency, streamline budgeting, and improve decision-making. The platform simplifies complex financial data into interactive dashboards and visual reports, making it easier for government officials and residents to understand and engage with municipal finances.

ClearGov is compatible with Software Solutions Inc. (SSI), allowing financial management to seamlessly transfer and analyze data within ClearGov's platform. This integration enables real-time updates, ensuring that budget changes, financial reports, and personnel costs remain accurate and accessible without the need for manual data entry or reconciliation. ClearGov and SSI work seamlessly with Ohio's Open Checkbooks program, enhancing government transparency by making financial transactions easily accessible to the public. This ensures compliance with Ohio's financial transparency initiatives while reducing the administrative burden on City staff.

Key Features and Capabilities

1. Capital Budgeting

- Centralized dashboard for tracking capital project requests.
- Custom scoring system to prioritize projects based on strategic goals.
- Real-time scenario planning with automatic budget adjustments.
- Audit trail tracking to monitor changes and maintain accountability.
- Preformatted and customizable reports for seamless data sharing.

2. Personnel Budgeting

- Interactive dashboard for workforce data visualization.
- Position request management with automatic budget impact analysis.
- Scenario planning for salary, benefits, and union negotiations.
- Multi-year forecasting for long-term personnel cost planning.
- Comprehensive reporting tools to enhance decision-making.

3. Operational Budgeting

- Real-time budget tracking with historical vs. actual data comparisons.
- Multi-year budgeting capabilities for long-term financial planning.
- Centralized collaboration tools for budget requests and approvals.
- Automatic audit trails for tracking edits and approvals.
- One-click reporting for customized budget summaries.

4. Transparency and Public Engagement

- Citizen-friendly visual reports that simplify financial data.
- Interactive demographic and budget breakdowns for public access.
- Department-specific dashboards to showcase financial performance.
- Built-in tools for public engagement.
- Mobile-friendly platform to ensure accessibility across all devices.

OpenGov vs. ClearGov

Financial Reporting & Transparency

- **ClearGov:** More citizen-friendly reports with simplified visuals and storytelling features to engage the public. Additionally, ClearGov will add Public Safety data for incidents and response times at no cost, enhancing transparency in emergency services.

Budgeting & Forecasting

- **ClearGov:** Focuses more on user-friendly budgeting tools with pre-built reports and easy collaboration.

Capital & Personnel Budgeting

- **ClearGov:** Streamlined capital request prioritization and personnel cost forecasting with built-in scoring and scenario tools.

User Experience & Collaboration

- **ClearGov:** More intuitive interface with a focus on making budgeting accessible for non-finance users and Department/Division heads.

Integration & Compliance

- **ClearGov:** Works seamlessly with Software Solutions Inc. (SSI) and Ohio's Open Checkbooks program for financial transparency.

Conclusion

Staff recommends ClearGov as the preferred solution for the City's budgeting and transparency needs. ClearGov user-friendly interface that simplifies complex financial data, making it easier for residents to engage with and understand the City's finances. The platform's ability to provide citizen-friendly reports and add Public Safety data on incidents and response times at no additional cost strengthens its value, improving transparency and accountability. Its seamless integration with Software Solutions Inc. (SSI) and Ohio's Open Checkbooks program ensures compliance with state transparency initiatives while reducing administrative burdens on City staff.

Total Budget Impact

| Company | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Total |
|---------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Opengov, Inc | \$ 16,200.14 | \$ 17,010.15 | \$ 17,860.65 | \$ 18,753.69 | \$ 19,691.37 | \$ 20,675.94 | \$ 110,191.94 |
| Professional Services | \$ 2,500.00 | \$ 2,575.00 | \$ 2,652.25 | \$ 2,731.82 | \$ 2,813.77 | \$ 2,898.19 | \$ 16,171.02 |
| Total | \$ 18,700.14 | \$ 19,585.15 | \$ 20,512.90 | \$ 21,485.50 | \$ 22,505.14 | \$ 23,574.13 | \$ 126,362.96 |
| ClearGov | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| One Time Setup Fee | \$ 11,700.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 11,700.00 |
| Month Pro-Rata Subscription Fee | \$ 39,438.75 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 39,438.75 |
| ClearGov Subscription Services | \$ - | \$ 52,585.00 | \$ 54,162.55 | \$ 55,740.10 | \$ 58,895.20 | \$ 62,050.30 | \$ 283,433.15 |
| ClearGov Total | \$ 51,138.75 | \$ 52,585.00 | \$ 54,162.55 | \$ 55,740.10 | \$ 58,895.20 | \$ 62,050.30 | \$ 334,571.90 |
| Total Budget Impact | \$ 32,438.61 | \$ 32,999.85 | \$ 33,649.65 | \$ 34,254.60 | \$ 36,390.06 | \$ 38,476.17 | \$ 208,208.94 |

Long-term Savings and Efficiency

By transitioning to ClearGov, the City will experience:

1. Reduced operational costs by eliminating staff time and third-party data conversion services.
2. Increased staff efficiency through automated data integration with SSI and real-time updates.
3. Improved accuracy and transparency with built-in compliance tools and audit tracking.
4. Streamlined financial planning through enhanced capital and personnel budgeting features.
5. Budget predictability over a five-year period

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR FIVE YEARS WITH CLEARGOV, INC. FOR A FINANCIAL SOFTWARE SYSTEM TO IMPROVE OPERATIONAL EFFICIENCY.

WHEREAS, on October 25, 2023, the City Council approved the engagement of Crowe, LLP for the development of a Request For Proposals (RFP) for the purpose of acquiring a financial software and timekeeping solution; and

WHEREAS, the RFP process was designed to ensure a thorough and transparent selection of a software solution that best meets the needs of the City; and

WHEREAS, the City's Selection Team worked with Crowe, LLP to identify the City's needs and evaluate solutions that will enhance operational efficiency, streamline financial management, and improve workforce timekeeping processes; and

WHEREAS, the following timeline was established for the RFP process:

1. RFP Released: September 12, 2024
2. Pre-Bid Meeting: September 24, 2024
3. RFP Closed: October 11, 2024
4. Software Demonstrations: November 12, 13, 25, and 26, 2024; December 5, 9, and 10, 2024
5. Implementation Interviews: December 16, 2024
6. Reference Calls Conducted: December 17, 2024 – January 3, 2025
7. Selection Team Final Selection Meeting: January 7, 2025
8. ClearGov Presentation As A Third-Party Software With Software Solutions: January 22, 2025
9. Software Initial Negotiations Meeting: February 4, 2025

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 the Agreement with ClearGov, Inc. attached hereto as Exhibit A in the same or substantially similar form in an amount not to exceed \$272,522.00 over a five-year period subject to the approval of the Law Director.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date



ClearGov BCM Service Agreement

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**").

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
 - 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
 - 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
 - 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
 - 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
 - 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
 - 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
 - 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
 - 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works

related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.
 - b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership,

- bankruptcy, or assignment for the benefit of creditors.
- 3.3) **Obligations.** Upon expiration or termination of this Agreement:
- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
 - b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
 - c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.
- 3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly..
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
- a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.
 - b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data.

ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.
- 6.2) **By Customer.** Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in

connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) .
- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the

term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully

bound by all of the obligations of the assigning Party under this Agreement.

- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules.
- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.
- 8.11) Ohio Public Records Act. ClearGov hereby acknowledges that the Ohio Public Records Act, Ohio R.C. 149.43 et seq. (the "Act"), applies to many of Customer's records, and that Customer is obligated to produce its public records when requested by the public. If Customer receives a public records request related to this Agreement, Customer will provide ClearGov ten (10) calendar days' prior notice ("Notice Period") before releasing any of the ClearGov's Confidential Information to allow the ClearGov to seek a protective order or take other legal action to prevent the release of its Confidential Information. Notwithstanding anything to the contrary in this Agreement, ClearGov hereby agrees that Customer may deliver such notice via email or other electronic means. If ClearGov fails to pursue protective legal action within the Notice Period, then Customer will disclose the requested Confidential Information, and such disclosure will not constitute a breach of this Agreement. ClearGov acknowledges and agrees that (i) Customer has sole

discretion in determining whether a record is a "public record" under the Act; (ii) Customer is under no obligation to redact any document on behalf of ClearGov or to determine whether any of ClearGov's information qualifies for an exemption under the Act; (iii) ClearGov shall bear all costs associated with pursuing any protective legal action to prevent the disclosure of its Confidential Information; and (iv) Customer may disclose copies of this Agreement, all statements of work, and all invoices, receipts, and purchase orders in response to any valid request made under the Act.

- 8.12) Sufficient Funds. Customer's obligations under this Agreement are subject to the appropriation of sufficient funds by the Customer's legislative body. In the event that funds are not appropriated or otherwise made available to Customer to allow it to fulfill its payment obligations under this Agreement, Customer shall have the right to terminate this Agreement, in whole or in part, upon written notice to ClearGov, effective upon the exhaustion of such funding.
- 8.13) Public Immunity. Customer is a political subdivision of the State of Ohio. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses that Customer, its officials, or its employees may have under the Ohio Revised Code or other applicable law, all of which are expressly reserved.
- 8.14) Prohibition against Public Indemnification. Customer is prohibited by Ohio law from indemnifying or holding harmless ClearGov or any other party. Any contract term or condition requiring indemnification by Customer shall be of no force or effect.
- 8.15) Compliance. ClearGov shall comply with all applicable local ordinances, administrative regulations, and policies of the Customer while performing under this Agreement. If this Agreement conflicts with any mandatory local ordinance, such ordinance shall control to the extent necessary to resolve the conflict.
- 8.16) No Personal Liability. Nothing in this Agreement shall be construed to create any personal liability on the part of any officer or employee of Customer. In no event shall any officer or employee of Customer be held personally liable for any breach or default of this Agreement.

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AI-10732

Topics Of Discussion H.

Council Work Session

Meeting Date: 03/18/2025

Software Solutions Visual Intelligence Portfolio (VIP) - Award Contract

Submitted By: Rachael Dillahunt

Department: City Manager

Division: City Manager

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: In Process

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Software Solutions Visual Intelligence Portfolio (VIP) - Award Contract

Purpose and Background

Software Solutions' Visual Intelligence Portfolio (VIP) is a full cloud-based Enterprise Resource Planning (ERP) system, allowing users to access financial and administrative functions from anywhere with an internet connection. Designed specifically for public sector financial management, VIP integrates core financial functions, including accounting, purchasing, accounts payable/receivable, budgeting, and asset management, into a single, user-friendly platform. The system also includes payroll and time entry (via Right Stuff integration approved by the City Council on February 10, 2025), making it a well-rounded solution for municipalities. With real-time financial tracking, customizable dashboards, and robust reporting tools, VIP enables organizations to make informed, data-driven decisions while maintaining transparency and compliance. Its subscription-based model ensures cost-effectiveness, and its mobile accessibility allows users to manage financial operations from anywhere. One of VIP's standout features is its structured implementation approach, which includes dedicated support for interface development, collaborative testing, and validation to ensure a smooth transition. Unlike some competitors, Software Solutions actively leads integration efforts, reducing the burden on internal IT teams. The platform offers a fully virtual train-the-trainer model, with options for one-on-one training, making onboarding efficient and tailored to an organization's needs. Although VIP does not include tax management, its modular design and strong HR/payroll capabilities make it an ideal choice for local governments looking for a complete financial and workforce management solution. Software Solutions is an employee-owned company headquartered in Montgomery County, Ohio, reinforcing its commitment to high-quality service and long-term client success.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$689,879 Over Five Years

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

This solution will cost the City \$689,879 over a five-year period.

Attachments

Overview

Resolution

Exhibit A

Software Solutions Visual Intelligence Portfolio (VIP)

Overview

Software Solutions' Visual Intelligence Portfolio (VIP) is a full cloud-based Enterprise Resource Planning (ERP) system, allowing users to access financial and administrative functions from anywhere with an internet connection. Designed specifically for public sector financial management, VIP integrates core financial functions, including accounting, purchasing, accounts payable/receivable, budgeting, and asset management, into a single, user-friendly platform. The system also includes payroll, and time entry (via Right Stuff integration approved by City Council on 02/10/2025), making it a well-rounded solution for municipalities. With real-time financial tracking, customizable dashboards, and robust reporting tools, VIP enables organizations to make informed, data-driven decisions while maintaining transparency and compliance. Its subscription-based model ensures cost-effectiveness, and its mobile accessibility allows users to manage financial operations from anywhere.

One of VIP's standout features is its structured implementation approach, which includes dedicated support for interface development, collaborative testing, and validation to ensure a smooth transition. Unlike some competitors, Software Solutions actively leads integration efforts, reducing the burden on internal IT teams. The platform offers a fully virtual train-the-trainer model, with options for one-on-one training, making onboarding efficient and tailored to an organization's needs. Although VIP does not include tax management, its modular design and strong HR/payroll capabilities make it an ideal choice for local governments looking for a complete financial and workforce management solution. Software Solutions is an employee-owned company headquartered in Montgomery County, Ohio, reinforcing its commitment to high-quality service and long-term client success.

Key Features and Capabilities

1. Full Cloud-Based System

- Secure, web-based access from anywhere with an internet connection.
- Ensures real-time data access and updates without the need for on-premise servers.
- Hosted in a highly secure cloud environment for data protection and compliance.
- Remote read-only access for the State Auditor, eliminating the need for on-site paper-based audits, improving efficiency and transparency in the auditing process.

2. Comprehensive Financial Management

- Fund Accounting with multi-level account numbering for precise financial tracking.
- Accounts Payable & Receivable automation to streamline vendor payments and revenue collection.
- Treasury Management tools for cash flow forecasting and financial oversight.
- Budgeting & Forecasting with real-time reporting to aid decision-making.
- Purchasing & Procurement integration to manage contracts and approvals.

3. Payroll

- Employee Management including job tracking, benefits, and personnel records.
- Payroll Processing with automated calculations, tax compliance, and direct deposit.
- Time Entry & Tracking via integration with Right Stuff for accurate workforce management.

4. Customizable Reporting & Analytics

- Real-time dashboards displaying key financial and workforce metrics.
- Advanced analytics & data visualization for in-depth financial insight.
- Custom reporting tools for compliance, audits, and strategic planning.

5. Strong Integration & Implementation Support

- Pre-built and custom API integrations with third-party applications.
- Dedicated implementation team leading interface development and data migration.
- Collaborative testing and validation to ensure seamless transition.
- Structured training programs with virtual train-the-trainer and one-on-one training options.

6. Scalable & Modular Design

- Flexible deployment options tailored to organizational needs.
- Ability to add or remove modules based on growth and budget.
- Supports a wide range of municipal and public sector functions without unnecessary complexity.

7. Sandbox Environment for Training & Testing

- Dedicated sandbox environment that allows for training, testing new features, and implementing new programs without affecting live data.
- Provides a safe space for users to simulate workflows, test system updates, and train employees without disrupting daily operations.
- Ensures smooth transitions for new integrations, policy changes, or upgrades before deployment in the production system.

8. Employee-Owned & Ohio-Based Company

- Headquartered in Montgomery County, Ohio, ensuring direct, local support.
- Employee-owned business model, fostering high-quality service and long-term client relationships.
- Deep understanding of Ohio's cash-based accounting system, Ohio laws, and Auditor of State requirements, ensuring compliance with state financial and auditing standards.

Conclusion

Software Solutions' VIP is a modern, cloud-based ERP solution built for local governments and public sector organizations. Its comprehensive financial, HR, and payroll capabilities, real-time reporting, and strong integration support make it a versatile and scalable choice. Backed by a dedicated employee-owned team, VIP ensures high-quality service and long-term success for its clients.

Total Budget Impact

| Company | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | Total |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| Civica -Authority Finance | \$ 21,755.92 | \$ 22,408.60 | \$ 23,080.86 | \$ 23,773.28 | \$ 24,486.48 | \$ 25,221.07 | \$ 140,726.21 |
| Civica -Tax | \$ 38,175.21 | \$ 39,320.47 | \$ 40,500.08 | \$ 41,715.08 | \$ 42,966.54 | \$ 44,255.53 | \$ 246,932.91 |
| Civica -Interface, and Fixed Assets | \$ 6,068.65 | \$ 6,250.71 | \$ 6,438.23 | \$ 6,631.38 | \$ 6,830.32 | \$ 7,035.23 | \$ 39,254.52 |
| Total | \$ 65,999.78 | \$ 67,979.77 | \$ 70,019.17 | \$ 72,119.74 | \$ 74,283.33 | \$ 76,511.83 | \$ 426,913.63 |
| Software Solutions VIP Support/Maintenance | \$ 75,380.00 | \$ 79,149.00 | \$ 83,106.45 | \$ 87,261.77 | \$ 91,624.86 | \$ 96,206.10 | \$ 512,728.19 |
| Edge Check Signer | \$ - | \$ 525.00 | \$ 551.25 | \$ 578.81 | \$ 607.75 | \$ 638.14 | \$ 2,900.96 |
| VIP Archive Database | \$ 4,600.00 | \$ 4,830.00 | \$ 5,071.50 | \$ 5,325.08 | \$ 5,591.33 | \$ 5,870.90 | \$ 31,288.80 |
| Service Fees | \$ 45,170.00 | \$ 45,170.00 | \$ 45,170.00 | \$ 45,170.00 | \$ 45,170.00 | \$ - | \$ 225,850.00 |
| VIP Sandbox (after live) | \$ - | \$ 4,600.00 | \$ 4,830.00 | \$ 5,071.50 | \$ 5,325.08 | \$ 5,591.33 | \$ 25,417.90 |
| Software Solutions VIP Total | \$ 125,150.00 | \$ 134,274.00 | \$ 138,729.20 | \$ 143,407.16 | \$ 148,319.02 | \$ 108,306.47 | \$ 798,185.85 |
| Total Budget Impact | \$ 59,150.22 | \$ 66,294.23 | \$ 68,710.03 | \$ 71,287.42 | \$ 74,035.68 | \$ 31,794.64 | \$ 371,272.22 |

Long-term Savings and Efficiency

By transitioning to Software Solutions Visual Intelligence Portfolio (VIP), the City will experience:

1. **Reduced IT and Maintenance Costs** – As a full cloud-based system, VIP eliminates the need for costly on-premise servers, IT infrastructure, and manual software updates, reducing long-term operational expenses.
2. **Automated Financial Processes** – Streamlines accounts payable, payroll, budgeting, and reporting, significantly reducing administrative workload, minimizing errors, and improving overall efficiency.
3. **Faster Audits and Compliance** – Remote read-only access for the State Auditor eliminates the need for on-site audits, reducing staff time spent preparing documents and ensuring compliance with Ohio state regulations effortlessly.
4. **Budget predictability over a five period.**

Software Solutions has recently expanded its client base by adding several Ohio counties as local governments seek alternatives to vendors that have been acquired by out-of-state companies. If approved by City Council, the Software Solutions VIP implementation project for the City will officially begin in March 2025, ahead of recently approved county projects. This timeline ensures that Huber Heights will receive priority implementation and dedicated support, reducing transition time and optimizing financial and administrative workflows as early as possible.

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR FIVE YEARS WITH SOFTWARE SOLUTIONS, INC. FOR A FINANCIAL SOFTWARE SYSTEM TO IMPROVE OPERATIONAL EFFICIENCY.

WHEREAS, on October 25, 2023, the City Council approved the engagement of Crowe, LLP for the development of a Request For Proposals (RFP) for the purpose of acquiring a financial software and timekeeping solution; and

WHEREAS, the RFP process was designed to ensure a thorough and transparent selection of a software solution that best meets the needs of the City; and

WHEREAS, the City's Selection Team worked with Crowe, LLP to identify the City's needs and evaluate solutions that will enhance operational efficiency, streamline financial management, and improve workforce timekeeping processes; and

WHEREAS, the following timeline was established for the RFP process:

1. RFP Released: September 12, 2024
2. Pre-Bid Meeting: September 24, 2024
3. RFP Closed: October 11, 2024
4. Software Demonstrations: November 12, 13, 25, and 26, 2024; December 5, 9, and 10, 2024
5. Implementation Interviews: December 16, 2024
6. Reference Calls Conducted: December 17, 2024 – January 3, 2025
7. Selection Team Final Selection Meeting: January 17, 2025
8. Software Initial Negotiations Meeting: February 12, 2025

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 the Agreement with Software Solutions, Inc. attached hereto as Exhibit A in the same or substantially similar form in an amount not to exceed \$689,879.00 over a five-year period subject to the approval of the Law Director.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date



FRAMEWORK SERVICES, SUPPORT, AND LICENSE AGREEMENT

This Framework Services, Support, and License Agreement, together with any accompanying documents, such as a Statement of Work (“SOW”), Terms of Use (“Terms”), and End-User License Agreement (“EULA”), if applicable, (collectively, the “Agreement”) is made as of 03/05/2025 (“Effective Date”) by and between Software Solutions, Inc. (“SSI,” “Software Solutions,” “Company,” “we,” or “us”) and Huber Heights, OH (“Client”), having its principal place of business at 6131 Taylorsville Road, Huber Heights, OH 45424. Each may be referred to individually as a “Party” or collectively as the “Parties.”

1. SERVICES

- *SOWs; Access.* All software programs, related documentation, and services to be performed or provided by SSI under this Agreement (collectively, the “Services”) shall be mutually agreed to by SSI and Client and documented in a Statement of Work signed by an authorized representative of each party (“Statement of Work” or “SOW,” attached hereto as Exhibit A). Unless otherwise stated, the Services include related websites and applications, including mobile applications, as well as all updates, future versions, corrections, replacements, enhancements and improvements provided by SSI under this Agreement. If there is any conflict between the terms of this Agreement and the terms of a SOW, the terms of the SOW shall govern. Subject to Client’s compliance with the terms of this Agreement, SSI will allow Client and the Authorized Users (as defined in Section 0 below) to access and use SSI’s proprietary Services. Client’s, as well as its authorized user’s, access to the Services will be subject to any and all limitations specified in the SOW as well as any accompanying Terms and EULA, if applicable.
- *Services Availability.* SSI will take commercially reasonable steps to keep the SaaS Services operating smoothly and efficiently. However, since the SaaS Services operate using computer equipment, computer software programs, and the Internet, SSI shall not be responsible for delays or service interruptions, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of Client’s equipment, or Client’s failure to meet its responsibilities under this Agreement. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Client’s daytime business activities. For unscheduled service interruptions attributable to causes within SSI’s reasonable control, as SSI’s sole obligation and Client’s exclusive remedy, SSI shall make reasonable efforts to restore the Services.
- *Support Services.* If requested by Client in the SOW, SSI will provide support services, implementation, training, and other such services to Client as specified in the SOW. Client acknowledges that SSI’s ability to deliver the support services in a good and timely manner for the specified fees requires Client’s cooperation and performance of its responsibilities under this Agreement and the applicable SOW.

2. SOFTWARE LICENSE

- *License Grant.* Subject to the terms and conditions of this Agreement, and in consideration of Client's payment of the license fees, SSI grants Client a nonexclusive, and nontransferable license to use the Services. This license shall terminate upon the termination of this Agreement.
- *Proprietary Rights.* Client acknowledges that the Services, and associated formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by federal and international copyright laws and are owned by SSI or its licensors. The Services and all copies, versions, and derivative works of the Platform shall remain the sole property of SSI and/or its licensors. Client shall not make and shall not permit anyone else to utilize, have access to, or make any copies of the Services, except as necessary in connection with its authorized use. All such copies must include all proprietary rights notices contained in the Services. Client shall use, and may duplicate, the reports generated through the Services for its internal purposes only, and shall not publish or disclose the reports to any third party. Except as otherwise permitted in this Agreement, Client shall not allow any third party to access or use the Services. Client shall not modify or create any derivatives of the Services. Client shall not decompile or otherwise reverse engineer or decode the Services, attempt to do so, or assist any third parties in the same. Client shall not take, directly or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the Services. Client shall not export the Services or any product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America. The foregoing export restriction shall survive termination of this Agreement.
- *Survival; Injunctive Relief.* Client's obligations under this Section shall survive termination of this Agreement. Client acknowledges that a breach of its obligations under this Section will cause irreparable harm to SSI and/or its licensors for which monetary damages would be inadequate. SSI and/or its licensors will be entitled to injunctive relief for any such breaches, whether threatened or actual.

3. CLIENT RESPONSIBILITIES

- *Compliance with Law.* Client shall comply with all applicable laws, rules, and regulations of all jurisdictions in which it accesses and uses the Services, including, but not limited to, all laws, rules, and regulations regarding using, storing, securing, and transmitting data and third-party rights (including, but not limited to, data privacy and intellectual property rights). Client shall ensure, to the best of its ability, all Authorized Users (defined below) do the same. The foregoing obligation shall survive termination of this Agreement.
- *Authorized Users.* Client shall be responsible for identifying those users who are authorized by Client to access the Services ("Authorized Users"). Client shall require each Authorized User to safeguard his or her username and password for accessing the Services and otherwise comply with the provisions of this Agreement. An Authorized User may not disclose his or her username and password to any other person, including another Authorized User. If Client determines that another person has gained to an Authorized User's username and password, or that anyone has wrongfully accessed the SaaS Services, Client shall promptly notify SSI. Client is responsible for misuse of the Services by Authorized Users and by unauthorized users who gain access due to Client's or any Authorized User's failure to maintain security.
- *Operations.* For both on-premise software and SaaS, Client is responsible for the operational aspects of accessing the Services, including, but not limited to, (a) acquiring, installing, and maintaining

computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, software updates, and data backups, (d) determining the accuracy of all data it uploads to and downloads, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security. For on-premise software, Client is solely responsible for data backups and software updates and SSI is not responsible for loss of data or issues caused by failure to update or adequately patch the software. For SaaS software, SSI shall perform data backups and software updates as reasonably needed to continue functionality of the Services within a reasonable timeframe. For any major software releases, Client shall be notified in advance in writing where reasonably practicable. Minor patch updates may be requested in writing via a support ticket submitted by the Client or as otherwise outlined in the SOW. SSI is not responsible and makes no assurances regarding potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

4. FEES AND PAYMENT

- *Fees.* Client shall pay SSI the fees ("Fees"), as specified in the SOW. Additionally, Client shall reimburse SSI for reasonable expenses for travel, lodging, meals, and other out-of-pocket expenses incurred by SSI on Client's behalf. All Fees and expenses are due as incurred, unless otherwise provided in the SOW. Fees are subject to change at any time, based on SSI's sole discretion. Fees shall not increase more than 15% in a calendar year. Upon termination, as discussed in Section 8, Client shall be reimbursed based on a pro-rated quarterly schedule.
- *Taxes.* The fees set forth do not include taxes. Where applicable, Client shall pay when due or, if necessary, reimburse SSI for, (a) all sales, use, property, excise, and other similar taxes, and (b) penalties and interest arising from Client's failure to pay such taxes timely, to the extent any of the foregoing result from any activities under this Agreement, exclusive of taxes based on SSI's net income or corporate franchise. If Client has tax exempt status, it shall supply SSI with its tax-exempt certificate and/or number as necessary. Taxes are due as assessed.
- *Invoices and Payment.* Client shall pay all amounts due under this Agreement, except those disputed in good faith, upon receipt of the invoice. If Client fails to pay any of such amounts for 30 days, SSI shall have the right to suspend Client's access to the Services. SSI additionally may charge interest on past due amounts at a rate of 1.5% per month, calculated daily and compounded monthly, or the highest rate permitted under applicable law. Client shall reimburse SSI for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency charges.

5. REPRESENTATIONS AND WARRANTIES

- *By Client.*
Client represents and warrants that (a) it has the authority to enter into and be bound by this Agreement; (b) it shall comply materially with this Agreement, and (c) it shall abide by all laws applicable in the jurisdiction where it utilizes the Services and where SSI conducts business.

- *By SSI.*

SSI represents and warrants that: (a) it has the authority to enter into and be bound by this Agreement; (b) the Services shall comply materially with this Agreement; (c) the Services will be of professional quality conforming to the applicable generally accepted industry standards, and will be performed in a good and timely manner, and (d) the Services do not infringe the intellectual property rights of any third parties. As SSI's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, SSI shall make all reasonable efforts to correct any such failure.

With respect to the Services, SSI warrants to Client for a period of ninety (90) days after the initial module scheduled live date that the software will operate substantially in accordance with the specifications as described in the SOW when properly used and unmodified by the Client.

- *Disclaimer.*

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SSI MAKES NO WARRANTY (i) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iii) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CLIENT'S DISCRETION AND RISK AND CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM SSI OR THROUGH OR FROM THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SSI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. SSI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

6. INDEMNITIES AND LIABILITIES

- *Indemnification by SSI.* SSI shall indemnify and hold Client harmless from and against all third-party claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with SSI's gross negligence or willful misconduct. In addition, if Client receives a claim that the use of the Services infringes a United States of America patent, copyright, trade secret, or other intellectual property right, and Client promptly notifies SSI in writing, and gives SSI all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim, SSI (or its licensors) will indemnify and hold Client harmless from all damages

and expenses, including court costs and reasonable attorney fees, incurred or awarded as a result of the claim. The foregoing indemnity will not apply to infringement claims related directly or indirectly to any specifications of Client, Client's modification of the Services, or Client's use of the Services in combination with anything not furnished by SSI. This Section 6.2 states SSI's entire obligation and liability with respect to any infringement claim.

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- *Exclusion of Liability.* SSI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO THE WEB SITE, THE SERVICES, OR THE SOFTWARE. IN NO EVENT SHALL SSI, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, INCURRED BY CLIENT OR ANY THIRD PARTY, EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- *Survival.* The indemnification obligations and the limitations of liability under this Agreement shall survive the termination of this Agreement.

7. CONFIDENTIALITY OBLIGATIONS

- *Confidential Information.* "Confidential Information" means all competitively sensitive, secret, or otherwise confidential business, financial, marketing, or technical information, and other confidential information belonging to or in the possession of Discloser disclosed to Recipient, whether communicated orally or in writing or obtained by Recipient through observation or examination of Discloser's facilities, procedures, or activities. Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by Recipient at the time of its initial disclosure by Discloser, (b) rightfully disclosed to Recipient without obligation of confidentiality by a third party, (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person, or (d) independently developed by Recipient. "Discloser" means the party disclosing the Confidential Information under this Agreement. "Recipient" means the party receiving the Confidential Information under this Agreement. Each of SSI and Client is Discloser with respect to its Confidential Information and Recipient with respect to the other party's Confidential Information.
- *Protection.* Recipient shall preserve in strictest confidence all of the Confidential Information and shall at all times protect the Confidential Information through the highest commercially reasonable standard of care. Recipient shall take appropriate steps to ensure that persons authorized to have access to the Confidential Information refrain from any unauthorized reproduction or disclosure of the Confidential Information. Recipient shall not copy, transfer, or otherwise disclose to any person the Confidential Information, or any associated materials derived or developed from the Confidential Information, without the express written approval of Discloser, except that Recipient may make one copy of the Confidential Information and create reasonably needed abstracts of the Confidential Information, but only for its internal use in connection with the purposes of this Agreement. Recipient

shall include the Confidential Information's proprietary and confidentiality notices, or, if there is no such notice, shall mark "CONFIDENTIAL", on all copies and abstracts of the Confidential Information, in whole or in part and in any form, made by Recipient. The Confidential Information, all copies and abstracts made by Recipient, and all associated materials derived or developed from the Confidential Information are and shall remain the sole property of Discloser. Recipient may disclose the Confidential Information when Recipient is required by law to do so, provided Recipient takes all reasonable steps to limit the disclosure of the Confidential Information to the maximum level allowed, and further provided Discloser is given prompt written notice of the required disclosure and a reasonable opportunity to contest the disclosure and obtain a protective order.

- *Injunctive Relief.* Recipient acknowledges that breach of its obligations under this Section will cause irreparable harm to Discloser, its customers, and/or its suppliers for which monetary damages would be inadequate. Discloser, its customers, and/or its suppliers shall be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or equity.
- *Survival.* The obligations under this Section shall survive termination of this Agreement, except with respect to non-trade secret confidential information to the extent applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement.

8. TERM AND TERMINATION

- *Term.* This Agreement shall commence on the Effective Date and shall continue for one (1) year unless otherwise specified on the SOW (the "Term"). The Term shall automatically renew for successive terms of the same length as the initial term, until this Agreement is otherwise terminated.
- *Termination for Convenience.* SSI may terminate this Agreement in its sole discretion upon sixty (60) days' prior written notice to the Client. Client may terminate this Agreement by providing written notice to SSI at least sixty (60) days before the Term renewal date.
- *Termination for Adverse Status.* Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within thirty (30) days after receipt of the notice or, if the default is not curable within such 30-day period and the defaulting party has not taken commercially reasonable measures within such 30-day period to begin curing the default, the non-defaulting party may terminate this Agreement by giving written notice to take effect upon receipt. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- *Additional Right.* In addition to the rights set forth in Section 0□ above, if Client fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for thirty (30) days, or fails to carry out any other material obligation under this Agreement, SSI may, at its option, suspend Client's access to the Services, upon ten days' prior written notice. Unless this Agreement is

terminated pursuant to Section 0.□ above, upon Client curing the default, SSI shall resume any suspended Services.

- *Effect of Termination.* No termination of this Agreement shall release Client from any obligation to pay SSI any amount that has accrued or becomes payable at or prior to the date of termination or the end of the initial term, whichever is later. No suspension of access to the Services under Section 0.□ above shall release Client from any obligation to pay SSI any amounts due under this Agreement. Client shall not be entitled to any refund of any amounts paid to SSI as a result of a termination based on Client's default. Upon termination of this Agreement, Client's data residing on the Web Site will be deleted and will not be recoverable thereafter. Within ten days after the effective date of any termination, each party shall return or destroy all materials or media containing any of the other party's Confidential Information, including any information, records, and materials developed on the basis of such Confidential Information.

Within thirty days of the date of termination of this Agreement by either party for any reason, Client shall return to SSI the Services and any copies or documents relating to the Services in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Services, and shall also erase from all computer storage any image or copies thereof, as certified by the Client in writing. Copies of reports, listings or other forms of computer output (whether electronic, print, or any other format) which consist of Client's own processed or raw data or other such information in which SSI or third party licensors have no proprietary interest may be retained by Client.

9. INDEPENDENT CONTRACTOR

SSI is an independent contractor. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.

10. THIRD PARTY PRODUCTS AND SERVICES

- *Third Party Products.* SSI may offer to supply or license certain products or services as a reseller that are made or provided by a third-party supplier or manufacturer and not SSI (collectively, "Third Party Products and Services"). Notwithstanding any other provision of this Agreement to the contrary, Third-Party Products and Services are solely subject to the license, warranty, indemnity, support, and other terms provided by the third party, if any. Any warranty or indemnity claims against SSI in relation to any Third-Party Products and Services are expressly excluded. In no event will SSI be liable to Client for any damages to the extent resulting from any Third-Party Products and Services. Third Party Products and Services are provided by SSI "AS IS" without representation or warranty. SSI will assign, and hereby does assign, to Client any warranties provided by a third party relating to the Third-Party Products and Services that SSI is able to assign. Client may not terminate this Agreement or any SOW based on the actions or inactions of any third party or any actual or perceived deficiencies related to any Third Party Products and Services.
- *Third Party License.* To the extent that any SOW provides for use of any Third-Party Products and Services, SSI will obtain the license rights for Client to use those Third-Party Products and Services. SSI is not responsible for the performance of any Third-Party Products and Services not attributable to SSI.

11. MISCELLANEOUS

- *Publicity.* SSI may use Client's name and logo to publicly identify Client as a SSI client in a press release, on SSI's websites, and through other public communications and client hereby grants SSI a license to use its trademarks and other intellectual property to do so. SSI may also produce and publicly distribute a case study regarding Client's use of the Services, provided that SSI obtains approval from Client before publishing any promotional material.
- *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Section 399886992.□, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by e-mail, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in the Contact Information section of the SOW or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.
- *Third Party Beneficiaries.* SSI's licensors shall be third party beneficiaries under this Agreement.
- *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- *Provisions Severable.* The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid. The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.
- *Acknowledgement.* EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.
- *Entire Agreement.* This Agreement, including each SOW, Terms, and EULA, if applicable, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly

contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

- *Ohio Public Records Act.* SSI hereby acknowledges that the Ohio Public Records Act, Ohio R.C. 149.43 et seq. (the “Act”), applies to many of Client’s records, and that Client is obligated to produce its public records when requested by the public. If Client receives a public records request related to this Agreement, Client will provide the SSI ten (10) calendar days’ prior notice (“Notice Period”) before releasing any of the SSI’s Confidential Information to allow the SSI to seek a protective order or take other legal action to prevent the release of its Confidential Information. Notwithstanding anything to the contrary in this Agreement, SSI hereby agrees that Client may deliver such notice via email or other electronic means. If SSI fails to pursue protective legal action within the Notice Period, then Client will disclose the requested Confidential Information, and such disclosure will not constitute a breach of this Agreement. SSI acknowledges and agrees that (i) Client has sole discretion in determining whether a record is a “public record” under the Act; (ii) Client is under no obligation to redact any document on behalf of SSI or to determine whether any of SSI’s information qualifies for an exemption under the Act; (iii) SSI shall bear all costs associated with pursuing any protective legal action to prevent the disclosure of its Confidential Information; and (iv) Client may disclose copies of this Agreement, all Statements of Work, and all invoices, receipts, and purchase orders in response to any valid request made under the Act.
- *Sufficient Funds.* Client’s obligations under this Agreement are subject to the appropriation of sufficient funds by the Client’s legislative body. In the event that funds are not appropriated or otherwise made available to Client to allow it to fulfill its payment obligations under this Agreement, Client shall have the right to terminate this Agreement, in whole or in part, upon written notice to SSI, effective upon the exhaustion of such funding.
- *Public Immunity.* Client is a political subdivision of the State of Ohio. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses that Client, its officials, or its employees may have under the Ohio Revised Code or other applicable law, all of which are expressly reserved.
- *Prohibition against Public Indemnification.* Client is prohibited by Ohio law from indemnifying or holding harmless SSI or any other party. Any contract term or condition requiring indemnification by Client shall be of no force or effect.
- *Compliance.* SSI shall comply with all applicable local ordinances, administrative regulations, and policies of the Client while performing under this Agreement. If this Agreement conflicts with any mandatory local ordinance, such ordinance shall control to the extent necessary to resolve the conflict.
- *No Personal Liability.* Nothing in this Agreement shall be construed to create any personal liability on the part of any officer or employee of Client. In no event shall any officer or employee of Client be held personally liable for any breach or default of this Agreement.

[Signature Page Follows]

AGREED AND ACCEPTED:

Huber Heights, OH

By: _____
(Signature)

(Name)

(Title)

(Date)

Software Solutions, Inc.

By: _____
(Signature)

(Name)

(Title)

(Date)

STATEMENT OF WORK (“SOW”) – Exhibit A

I. Software Programs Included:

For a detailed breakdown see attached quote #002783 v1

II. Services Details:

As part of the conversion process for VIP, the Client is agreeing to give Software Solutions, Inc. permissions to obtain their legacy data, put it on Software Solutions, Inc. network, transform it into the VIP format, and return this data back to the Client for the sandbox and the live conversion.

Implementation Completion and City Sign-off Statement

Implementation shall be considered complete upon the City’s reasonable review and written signoff confirming that the Software has been implemented in accordance with the agreed-upon scope and Implementation plan. The City shall not unreasonably withhold or delay signoff if the Implementation meets the agreed acceptance criteria.

If the City does not provide a written sign-off or a detailed list of material deficiencies within 30 days of the completion notice, the Implementation shall be deemed accepted, and the City will be transitioned to our support team. Any deficiencies identified must be specific, material to the agreed scope, and documented in writing within this period. Requested modifications beyond the original scope shall be addressed through a separate proposal.

System Configuration and Final Payment Statement:

Prior to final signoff and payment, the Software will be configured in accordance with the agreed-upon scope and implementation plan. The City acknowledges that configuration is limited to the functionalities and parameters defined in this scope and does not include custom development or modifications beyond the agreed terms.

Final signoff and payment shall be due upon confirmation that the configured Software substantially meets the agreed specifications and acceptance criteria, as determined through reasonable testing and review.

If the City does not provide a written signoff or a detailed list of material deficiencies within 30 days of the completion notice, the Configurations shall be deemed accepted, and final payment shall become due. Any deficiencies identified must be specific, material to the agreed scope, and documented in writing within this period. Requested modifications beyond the original scope shall be addressed through a separate proposal.

III. Service Fees:

For a detailed breakdown see attached quote #002783 v1

IV. System Requirements:

<https://www.mysoftwaresolutions.com/solutions/vip-technical-requirements>

V. Anticipated Timeline:

To be established together with the city and SSI's implementation team.

Support Services – Exhibit B

1. Support Requests Channels:

Customers may initiate support requests through the following channels:

- a. Telephone: Call our dedicated toll-free support line at 800.686.9578
- b. Support Website:
 - c. Access our online support portal to submit and track support tickets
 - d. Users have access to learning materials like Knowledge Base Articles
- e. Email: Send support requests via email to help@mysoftwaresolutions.com

2. Service Hours:

Support Services are available during the following (“Service Hours”):

- f. Monday through Friday
- g. 8:00 a.m. to 5:00 p.m. ET
- h. Excluding legal holidays & special company sanctioned events

3. Remote Support Process:

Software Solutions utilizes Connectwise Screen Connect as the remote connection tool for troubleshooting and technical support purposes.

- Clients have the option to opt out of using the remote connection tool for support services if desired. Clients who opt out of using the remote connection tool may be subject to a service fee. The service fee covers the additional time and resources for alternative support methods when remote access is not available.

4. Retroactive Support Fee Clause:

In the event of default of payment of the annual support fees, support services may be suspended or terminated and software updates may be suspended, however, the support fees shall continue to accrue and become immediately payable. For support services to be reinstated, payment for all accrued support fees (commencing from the date the client first defaulted on payment) must be paid in full. The client expressly acknowledges it understands and consents to pay all support fees, including those accrued during the period of default, if applicable.

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AI-10735

Topics Of Discussion I.

Council Work Session

Meeting Date: 03/18/2025

Dublin 7 Project

Submitted By: Rachael Dillahunt

Department: City Manager

Division: City Manager

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: In Process

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Dublin 7 Project

Purpose and Background

The City has determined that approximately 2.40 acres of real property located on Executive Boulevard, which is part of Montgomery County Parcel P70-01829-0013, is not needed for any municipal purpose. Under Section 171.15 of the Codified Ordinances of Huber Heights, property not needed for any municipal purpose is deemed surplus, and its sale must be approved by a resolution of the City Council. The City has negotiated a real estate purchase agreement with Dublin 7, LLC and Blackpool Limited to sell the property. The developer plans to build a high-quality, full-service Irish gastropub on the property. The City Council finds that selling this surplus property and requiring a development agreement will promote economic growth, create jobs, and benefit the residents of the City of Huber Heights.

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

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

DECLARING CERTAIN REAL PROPERTY AS SURPLUS REALTY NOT NEEDED FOR ANY MUNICIPAL PURPOSE UNDER HUBER HEIGHTS ORDINANCE SECTION 171.15, APPROVING ITS SALE, AND AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT WITH DUBLIN 7, LLC AND BLACKPOOL LIMITED.

WHEREAS, the City of Huber Heights (the “City”) has determined that approximately 2.40 acres of real property located on Executive Boulevard, which is part of Montgomery County Parcel Number P70-01829-0013, (the “Property”) is not needed for any municipal purpose; and

WHEREAS, under Section 171.15 of the Codified Ordinances of Huber Heights, property not needed for any municipal purpose is deemed surplus, and its sale must be approved by a resolution of the City Council; and

WHEREAS, the City has negotiated a Real Estate Purchase Agreement (the “Agreement”) with Dublin 7, LLC and Blackpool Limited (together, the “Developer”) to sell the Property; and

WHEREAS, the Developer plans to build a high-quality, full-service Irish gastropub (the “Project”) on the Property; and

WHEREAS, the City and Developer agree that as a condition to closing on the sale of the Property, the parties will enter into a development agreement for the Project on or before the closing date; and

WHEREAS, the City Council finds that selling this surplus Property and requiring a development agreement will promote economic growth, create jobs, and benefit the residents of the City of Huber Heights.

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

Section 1. In accordance with Section 171.15 of the Codified Ordinances of Huber Heights, the approximately 2.40 acres of real property located on Executive Boulevard, which is part of Montgomery County Parcel Number P70-01829-0013, (the “Property”) is hereby declared surplus realty not needed for any municipal purpose. The sale of the Property under the terms stated in the Real Estate Purchase Agreement (the “Agreement”) attached hereto as Exhibit A is approved.

Section 2. The Agreement between the City and Dublin 7, LLC and Blackpool Limited (together, the “Developer”), attached hereto as Exhibit A, is approved. The City Manager may make changes to the Agreement that do not substantially harm the City, subject to the City Manager’s approval and review by the Law Director.

Section 3. As a condition of the sale, the City and the Developer must enter into a separate development agreement for the Project on or before the closing date. Title to the Property will not transfer unless both parties execute this development agreement.

Section 4. The City Manager, the Finance Director, the Law Director, the Clerk of Council, and any other appropriate City officials are authorized and directed to prepare, execute, and sign all necessary agreements and documents, and to take any other actions needed to carry out this Resolution.

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. 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into this ____ day of February, 2025, by and between **THE CITY OF HUBER HEIGHTS**, an Ohio municipal corporation (the “Seller”), **DUBLIN 7 LLC**, an Ohio limited liability company (“Dublin”), and **BLACKPOOL LIMITED**, an Ohio limited liability company (“Blackpool,” and together with Dublin, collectively, the “Buyer”).

1. **Property.** Seller owns real property located in Huber Heights, Ohio, being Parcel No. P70-01829-0013 and consisting of approximately 3.778 acres, as further described in **Exhibit A** (“Seller’s Current Parcel”). Seller has agreed to sell and convey to Buyer, and Buyer has agreed to purchase from Seller, pursuant to the terms and conditions set forth herein, a portion of Seller’s Current Parcel and consisting of approximately 2.40 acres of such portion is depicted on **Exhibit B**, attached hereto and incorporated herein, inclusive of any fixtures and improvements thereon and all easements, covenants, rights, privileges and appurtenances thereto (the “Property”).

2. **Purchase Price.** The purchase price for the Property is One Dollar (\$1.00) (the “Purchase Price”).

3. **Inspections; Deed; Revisionary Interest; Lot Split.**

a. **Inspections; Review of Title; Government Approvals.** Buyer will have one hundred twenty (120) days from the Effective Date (the “Inspection Period”) to conduct any and all inspections, investigations, testing, and reviews it deems necessary or desirable—including, without limitation, review of title, survey matters, and the procurement of all required governmental, regulatory, or other third-party approvals for the purchase—in order to determine, in the Buyer’s sole discretion, the suitability of the Property. During this Inspection Period, the Buyer must either notify the Seller in writing that it accepts the condition of the Property or identify any defects that render the Property unacceptable. If Buyer identifies defects, Seller will have twenty-five (25) days to attempt to cure them, but will not be obligated to do so. If Seller declines or fails to cure those defects within that period, Buyer will have seven (7) days thereafter to either (a) terminate the Agreement or (b) accept the Property “as is” without any reduction in the Purchase Price. Upon a party’s receipt of a notice of termination delivered according to this paragraph, the parties will have no further obligations pursuant to this Agreement except those that are stated as surviving expiration or termination of this Agreement.

b. **Deed.** Upon satisfaction of all terms and conditions in this Agreement, Seller will deliver to Buyer at closing a limited warranty deed to the Property, subject only to (i) real estate taxes and assessments, both general and special, if any, which are a lien but not then due and payable; (ii) legal highways; (iii) easements, covenants, conditions and restrictions of record encumbering the Property; and (iv) Seller’s revisionary interest referenced below in Section 3(c) of this Agreement (collectively, the “Permitted Exceptions”).

c. **Revisionary Interest.** As a material inducement to Seller’s agreement to sell the Property pursuant to this Agreement, including the agreement upon a Purchase Price of \$1.00, Buyer agrees to enter into a Development Agreement with the Seller (the “Development

Agreement") for the purposes of constructing a high-quality, full-service, sit-down restaurant and bar in the style of an Irish gastropub (the "Project"). Buyer agrees that Seller will have a right of reverter in the Property, which right has been established in Seller's deed to Buyer. Buyer understands and acknowledges that Buyer's agreements, representations, and warranties stated in this Agreement and the Development Agreement are material inducements to Seller entering into this Agreement and transferring the Property to Buyer, and Seller would not do so without Buyer's commitment to timely complete Buyer's obligations in this Agreement and the Development Agreement. Buyer will promptly notify Seller of the commencement and completion of construction on the Project, and upon request, Buyer will provide Seller with documentation reasonably requested by Seller to establish the progress of the Project. If Seller has not received the requested information, Seller will have the option, but will not be obligated to, enter the Property and inspect the Project to determine the status of construction or operation of the Project. Buyer hereby acknowledges and agrees that Seller's determination on whether construction or operation of the Project has commenced will be made in Seller's sole discretion, and Buyer will be bound by Seller's determination.

d. Lot Split. The Property is not presently a separate legal parcel but is part of Seller's Current Parcel. Seller has obtained a plat of survey for the portion constituting the Property and has shared it with Buyer as of the Effective Date. Within fifteen (15) days following the Effective Date, the parties shall each review and approve the plat of survey (or otherwise confer in good faith to resolve any objections). If the parties cannot resolve any material objections within that fifteen (15)-day period, either party may terminate this Agreement by written notice, and upon such termination the parties will be released from all further obligations hereunder (other than provisions that expressly survive termination). Once approved, the final survey (the "Final Plat") shall be submitted by Seller for all required governmental approvals (the "Approvals") to cause the Property to be legally split from Seller's Current Parcel (the "Lot Split") so that the Property can be legally conveyed to Buyer in accordance with applicable law. Seller shall use commercially reasonable efforts to obtain the Lot Split and all Approvals in a manner satisfactory to Buyer.

4. Closing Costs and Prorations; Conditions for Closing.

a. Closing Costs and Prorations. Seller will pay the conveyance fee, transfer tax, if any, and all deed preparation costs. Buyer will pay all costs for any due diligence desired by Buyer, and any fees for recording the deed and other instruments required by Buyer's lender, if any, fees and costs associated with Buyer's financing, if any. Buyer and Seller shall each pay 50% of the escrow fee payable to the title company handling the closing. All taxes (if any) will be pro-rated in accordance with the short-form proration method customary in Montgomery County, Ohio.

b. Conditions for Closing. Seller and Buyer's obligations to close under this Agreement are subject to the satisfaction or performance of the following terms and conditions on or as of closing:

(i). Seller and Buyer have complied with all covenants and conditions required by this Agreement to be performed prior to closing;

(ii). Buyer and Seller have entered into the Development Agreement governing the Project, including provisions for development obligations, economic development support, default remedies (including but not limited to a repurchase option/reversion and the issuance of a surety bond), and such other terms as the parties may reasonably negotiate;

(iii). Buyer has not filed, nor has there been filed against Buyer (without prompt stay or dismissal), any bankruptcy or insolvency proceeding;

(v). Approval of this Agreement by Huber Heights City Council; and

(iv). The parties shall have delivered to each other or the closing/title company all executed documents (in recordable form when applicable) and all applicable settlement funds.

5. Buyer's Representations, Warranties and Covenants. Buyer makes the following representations and warranties to Seller as of the Effective Date and again as of the date of closing, and these representations and warranties will survive the closing without limitation. Buyer acknowledges that Seller is entering into this Agreement with Buyer based on the truth and completeness of Buyer's representations regarding the following matters. Buyer acknowledges, represents, warrants, and covenants to Seller as follows:

a. Neither Buyer nor any entity in which Buyer holds an ownership interest (i) currently owns or has owned any real property in the City of Huber Heights that is in material violation of state and/or local codes or other legal requirements or owns any real property that is currently tax delinquent.

b. All information provided by Buyer to Seller with respect to Buyer, Buyer's financial resources, Buyer's financing for the Project, and Buyer's business is accurate and complete in all material respects.

c. Buyer is familiar with and understands the zoning classification and zoning requirements applicable to the Property.

d. Seller, its officials, employees, agents, contractors, and representatives (collectively called "Seller Parties") have made no representations or warranties to Buyer about any matters concerning the Property, verbally or in writing, and Seller disclaims any and all representations and warranties. Specifically, and without limiting the foregoing, Seller and Seller Parties make no representations whatsoever about the existence of any potential environmental hazards at the Property, and Buyer waives and will hold harmless Seller and Seller Parties from and against all claims and liabilities for any harmful effects related to any environmental hazards.

e. If Buyer elects to proceed to closing, Buyer represents and warrants the following as of closing: (i) Buyer was given sufficient opportunity to fully inspect the Property, and Buyer is fully aware of its physical condition; (ii) Buyer is accepting the Property in "AS IS, WHERE IS" condition with any and all defects; (iii) Buyer acknowledges that there may be both

patent and latent defects in the Property, and neither Seller nor any Seller Parties make any representations, warranties, or agreements with respect to the same.

f. If any materials or information are given to Buyer by Seller or any Seller Parties, Buyer understands that Seller and Seller Parties make no representations or warranties regarding the accuracy of the materials or information or that copies provided are complete. Buyer acknowledges and understands that all such materials and information are made available only for Buyer's convenience in making its own inspections of the Property, and Buyer will not rely on any materials or information supplied by Seller or Seller Parties.

g. From and after the closing, Buyer will have sole and complete responsibility for maintaining the Property and will maintain the Property in compliance with all applicable legal requirements and otherwise in good and safe condition and repair.

h. As a material inducement to Seller's agreement to sell the Property pursuant to this Agreement, including the agreement at a Purchase Price of \$1.00, Buyer agrees to record any necessary restrictions or covenants against the Property as referenced in, or subject to, the Development Agreement, or as reasonably necessary for the furtherance of the Project, and these restrictions or covenants will run with the land.

Buyer's representations, warranties, and covenants will survive the termination or expiration of this Agreement or the closing, as applicable, without limitation.

6. Seller's Representations, Warranties and Covenants. Seller represents and warrants to Buyer as follows:

a. Seller is an Ohio municipal corporation validly existing under the laws of the State of Ohio.

b. Seller has the full right, power, and authority to enter into, carry out, and perform this Agreement without obtaining any further approvals or consents.

All of Seller's representations and warranties shall be repeated and true at and as of closing.

7. Indemnity and Insurance. Buyer will indemnify, hold harmless, and defend Seller and Seller Parties from and against any and all liabilities, claims, damages, losses, actions, costs, and expenses, including without limitation, court costs and legal fees, arising out of or associated with, whether directly or indirectly, Buyer's entry, presence, inspection, or investigation on or of the Property or, if Buyer elects to proceed to closing, Buyer's work at or on the Property. The foregoing obligation will survive the termination or expiration of this Agreement or the closing, as applicable.

8. Damage or Destruction. Except for damage caused by Buyer or Buyer Parties (as defined below), risk of loss will remain on Seller until closing, and in the event of any damage or destruction to the Property before closing, Seller or Buyer may elect, in their respective sole discretion, to terminate this Agreement by written notice to the other. If this Agreement is not terminated, then at Seller's sole option, Seller may make insurance proceeds available to Buyer

for use in the repair or restoration of the Property. If the damage or destruction was caused by Buyer or Buyer's employees, agents, contractors, or representatives (collectively called "Buyer Parties"), and the parties do not proceed to closing, then Buyer will be responsible for all repairs and restoration to the Property as required to restore the Property to the same or better condition as existing before the damage or destruction, or if Seller elects, Buyer will be responsible for demolition of the structures at the Property and clearing of all demolition debris as required to put the Property in a safe condition, and Seller will have the right, if Seller elects, to designate the contractor to perform the demolition and restoration work.

9. Condemnation. If, before the closing, the Property is subject to any taking by eminent domain or a threat of eminent domain, Seller and Buyer each will have the right to terminate this Agreement by written notice delivered to the other, in which case, the parties will be relieved of all further obligations under this Agreement except those stated as surviving termination, and any and all awards and compensation in connection with any taking will be paid solely to Seller.

10. Closing. The closing of the transactions provided in this Agreement will occur within thirty (30) days after the end of the Inspection Period or such earlier date agreed to by the parties.

11. Default. If either party defaults in the performance of any of its obligations under this Agreement, then in addition to the rights and remedies provided by this Agreement, the non-defaulting party may pursue all remedies available at law or in equity. The parties' rights and remedies will be separate, distinct, and cumulative, and none of them will be exclusive of the others. The non-defaulting party may pursue its rights and remedies concurrently or in any sequence.

12. Assignment. Buyer will not assign this Agreement or encumber or transfer any interest in this Agreement or the Property without the Seller's prior written approval, which may be given or withheld in Seller's sole discretion.

13. Notices. All notices and other communications given under this Agreement will be in writing, and will be deemed sufficiently given when personally delivered or when deposited in the United States Mail, postage prepaid, certified or registered, or when delivered by a nationally recognized overnight delivery service and addressed as follows (or to such person, or to such other address, of which any party will have given written notice as provided in this Agreement):

If to Seller: City of Huber Heights, Ohio
6131 Taylorsville Road
Huber Heights, OH 45424
Attention: John W. Russell III, City Manager

With Copy To: Coolidge Wall Co., L.P.A.
33 W. First Street, Suite 200
Dayton, Ohio 45402
Attention: Christopher R. Conard, Esq., Law Director

If to Buyer: Dublin 7 LLC

Attention: Steve Tieber

With Copy To: Davies Law LLC
7416 Waterway Dr.
Waynesville, OH 45068
Attention: Scott Davies, Esq.

Any notice or other communication mailed as provided above will be deemed effectively given on the date of delivery if delivered by hand or on the date received or refused if sent by overnight express delivery or if sent by U.S. Mail.

14. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Seller, Buyer, their respective executors and/or administrators, heirs, successors, and assigns, as applicable.

15. Real Estate Commissions. Seller and Buyer each represent and warrant to the other that it has not engaged a broker, and will not engage a broker, in connection with the transaction referenced in this Agreement.

16. Effective Date. The "Effective Date" means the last of the following dates: (a) the date this Agreement is executed by Buyer, or (b) the date this Agreement is executed by Seller.

17. Complete Agreement. If any term or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any term or provision of this Agreement that is held invalid or unenforceable by a court of competent jurisdiction only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement supersedes all other agreements and understandings between the parties, oral or written, and constitutes the entire agreement between the parties with respect to the subject matter covered by this Agreement. No amendment or modification will be effective unless it is in writing and signed by Buyer and Seller and dated subsequent to the date of this Agreement. This Agreement will be governed by the laws of the State of Ohio. Time is of the essence with respect to the performance of all obligations under this Agreement. All terms, conditions, and agreements of this Agreement will survive the closing without limitation.

18. Municipal Specific Provisions.

a. Buyer and each of its members, partners, owners, and affiliated political action committees (if any) hereby represent compliance with the political contribution limitations set forth in Ohio Revised Code Section 3517.13.

b. Seller is a political subdivision of the State of Ohio. Nothing in this Agreement shall be construed as a waiver of any immunities or defenses that Seller, its officials, or its employees may have under the Ohio Revised Code or other applicable law, all of which are expressly reserved.

c. Seller is prohibited by Ohio law from indemnifying or holding harmless Buyer or any other party. Any term or condition requiring indemnification by Seller shall be of no force or effect.

d. Buyer shall comply with all applicable local ordinances, administrative regulations, and policies of the Seller while performing under this Agreement. If this Agreement conflicts with any mandatory local ordinance, such ordinance shall control to the extent necessary to resolve the conflict.

e. Nothing in this Agreement shall be construed to create any personal liability on the part of any officer or employee of Seller. In no event shall any officer or employee of Seller be held personally liable for any breach or default of this Agreement.

f. If any provision of this Section 18 is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified or severed from this Agreement to the extent necessary to render it enforceable, and the remaining provisions shall remain in full force and effect.

[Signature Page to Follow]

Executed by the parties effective as of the Effective Date stated in this Agreement.

SELLER:

CITY OF HUBER HEIGHTS
an Ohio municipal corporation

By: _____
John W. Russell III, City Manager

Approved as to form:

By: _____
Christopher R. Conard, Law Director

BUYER:

DUBLIN 7 LLC
an Ohio limited liability company

By: _____
Name: _____
Its: _____

BLACKPOOL LIMITED
an Ohio limited liability company

By: _____
Name: _____
Its: _____

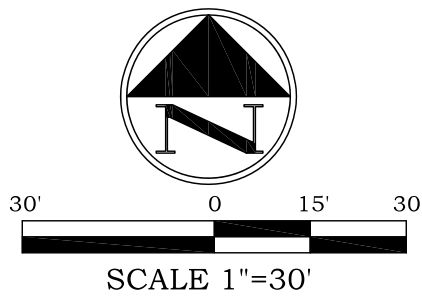
EXHIBIT A

Legal Description of Seller's Current Parcel

EXHIBIT B

Depiction of the Property

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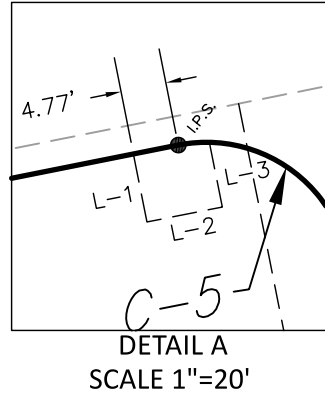


BASIS OF BEARINGS :
BEARINGS ARE BASED ON OHIO STATE PLANE
COORDINATES, SOUTH ZONE, NAD 83 (2011)
WITH THE CENTERLINE OF EXECUTIVE BLVD.
BEING N 78°44'53" E.

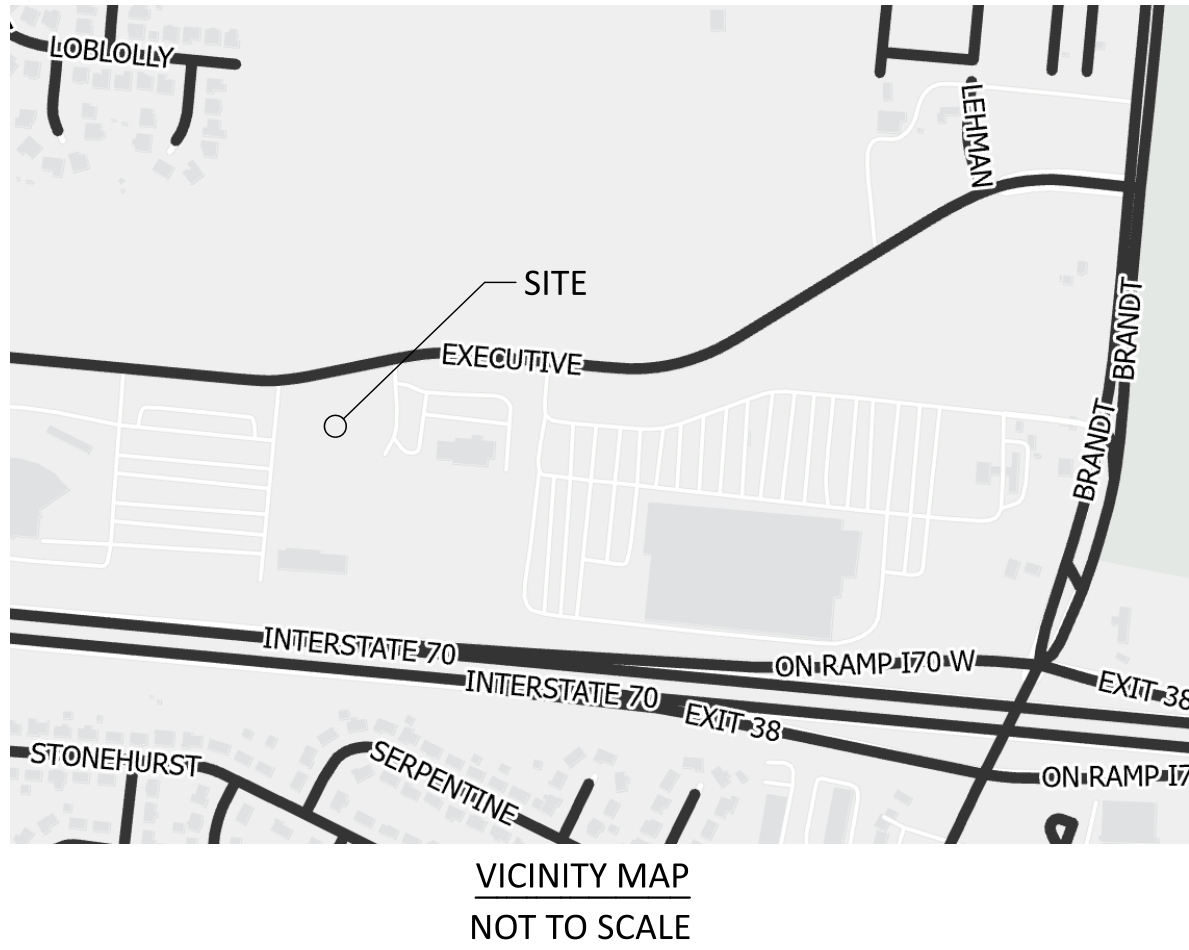
ACREAGE TABULATION:
2.547 Ac. IN LOT
1.231 Ac. IN DEDICATED R/W
3.778 Ac. TOTAL

| CURVE INFORMATION | | | | | |
|-------------------|---------|---------|-----------|---------------|--------------|
| CURVE # | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD LENGTH |
| C-1 | 612.67' | 117.56' | 10°59'39" | N 84°14'55" E | 117.38' |
| C-2 | 177.00' | 106.69' | 34°32'07" | S 06°00'58" W | 105.08' |
| C-3 | 15.00' | 20.18' | 77°04'12" | N 43°54'34" E | 18.69' |
| C-4 | 635.67' | 40.97' | 03°41'35" | N 80°35'53" E | 40.97' |
| C-5 | 15.00' | 23.56' | 90°00'00" | S 56°15'07" E | 21.21' |
| C-6 | 127.00' | 90.27' | 40°43'36" | S 09°06'43" W | 88.38' |
| C-7 | 127.50" | 62.45' | 28°03'55" | S 19°20'06" W | 61.83' |

Record Plan
DUBLIN 7
BEING A REPLAT OF LOT 1 OF PATEL PLAT, REC. PLAT BOOK 230 PAGE 14
SECTION 18, TOWNSHIP 2, RANGE 8, M.Rs.
CITY OF HUBER HEIGHTS MONTGOMERY COUNTY, OHIO
CONTAINING 3.778 ACRES
(OCTOBER 2024)



| LINE INFORMATION | | |
|------------------|---------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S 11°15'07" E | 7.22' |
| L2 | N 78°44'53" E | 8.00' |
| L3 | N 11°15'7" W | 6.87' |



DESCRIPTION

THE WITHIN PLAT IS A REPLAT OF LOT 1 OF PATEL PLAT AS
RECORDED IN PLAT BOOK 230 PAGE 14 AND BEING PART OF
SECTION 18, TOWNSHIP 2, RANGE 8, M.Rs. SAID PROPERTY BEING
CONVEYED TO THE CITY OF HUBER HEIGHTS, OHIO BY IR DEED
17-029647.

DEDICATION

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND
LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY
VOLUNTARILY CONSENT TO AND JOIN IN THE EXECUTION OF SAID
PLAT AND HAVE SIGNED THIS RECORD PLAN TO EVIDENCE OUR
AGREEMENT TO IT, AND DO HEREBY DEDICATE 1.231 ACRES AS
PUBLIC RIGHT OF WAY AND DO HEREBY RESERVE THE EASEMENTS
SHOWN WITHIN THE PLAT TO THE PUBLIC USE FOREVER.
EASEMENTS SHOWN WITHIN THE PLAT ARE FOR THE
CONSTRUCTION, OPERATION, MAINTENANCE REPAIR, REPLACEMENT
OR REMOVAL OF ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION,
WATER, SEWER OR OTHER UTILITY LINES OR SERVICES AND FOR
THE EXPRESS PRIVILEGE OF REASONABLY REMOVING AND/OR
TRIMMING TREES, AND REASONABLY CONTROLLING OBSTRUCTIONS
THAT UNREASONABLY INTERFERE WITH USE OF THOSE UTILITIES,
AND FOR INGRESS AND EGRESS TO ACCOMPLISH THOSE PURPOSES.
THE EASEMENTS ARE TO BE MAINTAINED AS SUCH FOREVER.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF

WITNESS OWNER
CITY OF HUBER HEIGHTS, OHIO

STATE OF _____, COUNTY OF _____, SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
ON THE ____ DAY OF _____, 20__ BY THE CITY OF HUBER
HEIGHTS, OHIO, AS OWNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND
OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES

CITY OF HUBER HEIGHTS, OHIO

APPROVED THIS ____ DAY OF _____, 20__
BY THE PLANING COMMISSION OF THE CITY OF HUBER HEIGHTS, OHIO

CHAIRMAN

APPROVAL
MONTGOMERY COUNTY ENGINEER
APPROVED FOR DESCRIPTION

DATE _____, 20__ JOB # 24-0378RE

ANDREW J. SHAHAN, P.E, P.S. OR AUTHORIZED REPRESENTATIVE

CHECKED BY _____ DATE _____

CITY OF HUBER HEIGHTS
IR DEED 13-043375
LOT 4
THE MUSIC CENTER at THE HEIGHTS
PLAT BK. 223 PG. 32

LOT 1
2.547 Ac.

THE CITY OF HUBER HEIGHTS OHIO
IR DEED 17-029647
LOT 1
PATEL PLAT
PLAT BK. 230 PG. 14

SUPERIOR HOTELS LLC
IR DEED 19-024610
LOT 2
PATEL PLAT
PLAT BK. 230 PG. 14

MEIJER STORES LIMITED PARTNERSHIP
IR DEED 05-124211
LOT 1
MEIJER 241 PLAT
PLAT BK. 205 PG. 27

MONUMENT LEGEND :

- I.P.S. IRON PIN SET W/ID CAP (5/8" X 30" CAPPED 'EAM GEODATA 7984")
- I.P.F. IRON PIN FOUND (SIZE NOTED)
- ⊙ I.P.F. IRON PIN FOUND W/ID CAP (SIZE NOTED)
- ⊗ P.F. IRON PIPE FOUND (SIZE NOTED)
- M.N.S. MAG NAIL SET
- M.N.F. MAG NAIL FOUND
- ⚡ RAILROAD SPIKE SET
- ⚡ RAILROAD SPIKE FOUND
- × CROSS CUT SET
- × CROSS CUT FOUND
- ⊞ STONE MONUMENT FOUND

SUPERIMPOSED AREA NOTE

ALL THE LANDS OF DEDICATORS FROM WHICH THIS
PLAT IS DRAWN ARE SHOWN HEREON.

SURVEY REFERENCES

PLAT BK. 185 PG. 4
PLAT BK. 223 PG. 32
PLAT BK. 230 PG. 14
SURVEY REC. 2013 PG. 0137

SURVEY NOTES

- OCCUPATION IN GENERAL FITS SURVEY, UNLESS OTHERWISE NOTED.
- MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- SURVEY PREPARED IN THE ABSENCE OF A COMPLETE AND UP TO DATE TITLE REPORT.

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS PREPARED IN
ACCORDANCE WITH OHIO ADMINISTRATIVE CODE 4733-37,
STANDARDS FOR BOUNDARY SURVEYS AND ALSO CONFORMS TO
OHIO REVISED CODE 711 FOR RECORD PLANS AND WAS PERFORMED
UNDER MY DIRECT SUPERVISION IN OCTOBER, 2024 AND THAT
DIMENSIONS ARE CORRECT AND MONUMENTS HAVE BEEN FOUND
OR SET AS INDICATED.

ERIC A. MOODY, PROFESSIONAL SURVEYOR No. 7984



PREPARED BY :

SHEET No. 1 OF 1

EAM GEODATA
SOLUTIONS
937.369.0811 EAMGEODATA.COM

AI-10706

Topics Of Discussion J.

Council Work Session

Meeting Date: 03/18/2025

Brandt Pike/Fishburg Road Mast Arm Traffic Signal Installation Project - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Brandt Pike/Fishburg Road Mast Arm Traffic Signal Installation Project - Award Contract

Purpose and Background

This legislation authorizes a contract with Capital Electric Line Builders to upgrade the traffic signal, update the curb ramps, and install crosswalk stamping at the intersection of Brandt Pike and Fishburg Road. The construction includes the installation of mast arm traffic signals, signal pre-emption, ADA curb ramps, pavement markings, and thermoplastic impressed asphalt. The Capital Improvement Fund will be utilized for the construction of this project at a cost not to exceed \$650,000.

Fiscal Impact

Source of Funds: Capital Improvement Fund

Cost: \$650,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Bid Results

Resolution



CITY OF HUBER HEIGHTS
BRANDT PIKE (SR 201) AND FISHBURG ROAD
MAST ARM TRAFFIC SIGNAL INSTALLATION
BID RESULT
BID DATE: FEBRUARY 20, 2025

| CONTRACTOR'S NAME | BID AMOUNT |
|--------------------------------|---|
| Ulliman Schutte | No Bid |
| | Bid Bond - Yes |
| | |
| Bansal Construction | \$615,096.90 225 Calendar Days Bid Bond - Yes |
| Capital Electric Line Builders | \$595,324.49 210 Calendar Days Bid Bond - Yes |

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

INCREASING THE NOT TO EXCEED AMOUNT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE BRANDT PIKE/FISHBURG ROAD MAST ARM TRAFFIC SIGNAL INSTALLATION PROJECT.

WHEREAS, the City Council under Resolution No. 2025-R-7515 has previously authorized the securing of bids for the Brandt Pike/Fishburg Road Mast Arm Traffic Signal Installation Project; and

WHEREAS, construction bids were received on February 20, 2025; and

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

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

Section 1. The City Manager is hereby authorized to award a contract to Capital Electric Line Builders, LLC. as the lowest and best bidder for the Brandt Pike/Fishburg Road Mast Arm Traffic Signal Installation Project at a cost not to exceed \$650,000.00.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10710

Topics Of Discussion K.

Council Work Session

Meeting Date: 03/18/2025

2025 Rehabilitation Of Sewer Lines Project - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

2025 Rehabilitation Of Sewer Lines Project - Award Contract

Purpose and Background

This legislation authorizes a contract with Visu-Sewer of Ohio, LLC as the lowest and best bidder for the 2025 Rehabilitation Of Sewer Lines Project at a cost not to exceed \$376,500. The Sewer Fund will be utilized for the cost of this project.

Fiscal Impact

Source of Funds: Sewer Fund

Cost: \$376,500

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Bid Results

Map

Resolution



CITY OF HUBER HEIGHTS
2025 REHABILITATION OF SEWER LINES
BID RESULT
BID DATE: FEBRUARY 28, 2025

| CONTRACTOR'S NAME | BID AMOUNT | |
|-------------------------|----------------|-------------------|
| Ulliman Schutte | No Bid | |
| | Bid Bond - Yes | |
| | | |
| Visu-Sewer of Ohio | \$342,298.95 | 300 Calendar Days |
| | Bid Bond - Yes | |
| Insite Pipe Contracting | \$364,117.00 | 120 Calendar Days |
| | Bid Bond - Yes | |
| Insituform | \$470,060.00 | 90 Calendar Days |
| | Bid Bond - Yes | |
| United Survey | \$ 345,000.00 | 150 Calendar Days |
| | Bid Bond - Yes | |



City of Huber Heights

Sanitary Lining Project

2025

Sanitary Sewer Mains For Lining

Existing Gravity Mains

N

HUBER HEIGHTS

Grow Green With Us

Date: 1/23/2025

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT FOR THE 2025 REHABILITATION OF SEWER LINES PROJECT.

WHEREAS, the City Council under Resolution No. 2025-R-7514 has previously authorized the securing of bids for the 2025 Rehabilitation Of Sewer Lines Project; and

WHEREAS, construction bids were received by the City on February 28, 2025; 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 2025 Rehabilitation Of Sewer Lines Project with Visu-Sewer of Ohio, LLC as the lowest and best bidder at a cost not to exceed \$376,500.00 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10708

Topics Of Discussion L.

Council Work Session

Meeting Date: 03/18/2025

2025 Water Main Replacement Project - Award Contracts

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

2025 Water Main Replacement Project - Award Contracts

Purpose and Background

Three bids were received for the 2025 Water Main Replacement Program.

Area C - Sections 17, 18, and 19 consist of replacing water main, fire hydrants, and appurtenances on Rye Drive from Brandt Pike to Resik Drive, Barnard Drive from Benedict Road to Beecham Drive, Bergan Drive from Benedict Road to Shady Oak Street, Naughton Drive from Nebraska Avenue to Neptune Lane, and Neyer Court from Naughton Drive to Cul de Sac. The lowest bidder was Performance Site Development at a cost of \$1,635,088.20.

Area A - Sections 1, 2, 3, and 4 consist of replacing water main, fire hydrants, and appurtenances on Kirkview Drive from Pathview Drive to Taylorsville Road, Pineview Drive from Pathview Drive to 7083 Pineview Drive, Troy Manor Road from Tyndale Court to Longford Road, and Monday Villas. The lowest bidder was M & T Excavating at a cost of \$1,612.268.

Area A - Sections 5,6,7, and 8 consist of replacing water main, fire hydrants, and appurtenances on Leawood Drive from Harshmanville Road to Citadel Drive, Leycross Drive from Harshmanville Road to Longford Road, Menlo Way from Hemingway Road to Alter Road, Luton Court from Hemingway Road to Alter Road. The lowest bidder was M & T Excavating at a cost of \$1,547,562.

Area C - Sections 20 and 21 consist of replacing water main, fire hydrants, and appurtenances on Packard Drive from Longfellow Avenue to Kautz Drive, Macon Avenue from Lemoyne Drive to Old Troy Pike, Leston Avenue from Old Troy Pike to Harshmanville Road, Korner Drive from Harshmanville Road to Key West Drive, Old Troy Pike from Leston Avenue to Macon Avenue. Because of the higher cost, City Staff are recommending that the reconstruction of Sections 20 and 21 be deferred until next year when more funding will be available.

Fiscal Impact

Source of Funds: Water Fund

Cost: \$5,274,500

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Bid Results

Resolution



**CITY OF HUBER HEIGHTS
2025 WATER MAIN REPLACEMENT PROGRAM
BID RESULT
BID DATE: FEBRUARY 20, 2025**

| CONTRACTOR'S NAME | AREA C SECTIONS 17,18, 19 | AREA C SECTIONS 20, 21 | AREA A SECTIONS 1,2,3,4 | AREA A SECTIONS 5,6,7,8 |
|------------------------------|--|---|---|---|
| Ulliman Schutte | | | | |
| Performance Site Development | \$1,635,088.20 365 Calendar Days Bid Bond - Yes | \$1,951,459.65 365 Calendar Days Bid Bond - Yes | \$1,907,983.40 365 Calendar Days Bid Bond - Yes | \$1,839,284.65 365 Calendar Days Bid Bond - Yes |
| C. G. Construction | NO BID | NO BID | \$1,715,082.00 210 Calendar Days Bid Bond - Yes | \$1,634,653.00 210 Calendar Days Bid Bond - Yes |
| M and T Excavating | Section 17 Only \$336,978.00 Calendar Days Bid Bond - Yes | NO BID | \$1,612,268.00 1-Sep-26 Bid Bond - Yes | \$1,547,562.00 1-Sep-26 Bid Bond - Yes |

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE 2025 WATER MAIN REPLACEMENT PROJECT.

WHEREAS, the City Council under Resolution No. 2024-R-7494, dated November 25, 2024, has previously authorized the securing of bids for the 2025 Water Main Replacement Project; and

WHEREAS, construction bids were received on February 20, 2025; and

WHEREAS, there are adequate funds 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 Area C – Sections 17, 18, and 19: Rye Drive from Brandt Pike to Resik Drive, Barnard Drive from Benedict Road to Beecham Drive, Bergan Drive from Benedict Road to Shady Oak Street, Naughton Drive from Nebraska Avenue to Neptune Lane, and Neyer Court from Naughton Drive to Cul de Sac with Performance Site Development at a cost not to exceed \$1,799,000.00 on the terms and conditions as substantially set forth in the specifications of the contract.

Section 2. The City Manager is hereby authorized to enter into a contract for Area A – Sections 1, 2, 3, and 4: Kirkview Drive from Pathview Drive to Taylorsville Road, Pineview Drive from Pathview Drive to 7083 Pineview Drive, Troy Manor Road from Tyndale Court to Longford Road, and Monday Villas with M&T Excavating, LLC. at a cost not to exceed \$1,773,500.00 on the terms and conditions as substantially set forth in the specifications of the contract.

Section 3. The City Manager is hereby authorized to enter into a contract for Area A – Sections 5, 6, 7, and 8: Leawood Drive from Harshmanville Road to Citadel Drive, Leycross Drive from Harshmanville Road to Longford Road, Menlo Way from Hemingway Road to Alter Road, Luton Court from Hemingway Road to Alter Road with M&T Excavating, LLC at a cost not to exceed \$1,702,000.00 on the terms and conditions as substantially set forth in the specifications of the contract.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10709

Topics Of Discussion M.

Council Work Session

Meeting Date: 03/18/2025

2025 Sidewalk Program And Concrete Portion Of The 2025 Street Program - Award Contracts

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

2025 Sidewalk Program And Concrete Portion Of The 2025 Street Program - Award Contracts

Purpose and Background

This legislation will authorize the award for:

Section A: Replacement Of Concrete Sidewalks And Aprons to Coburns Concrete as the lowest and best bidder, at a cost not to exceed \$129,000.

Section C: Concrete Portion Of The 2025 Street Program to Coburns Concrete as the lowest and best bidder at a cost not to exceed \$832,260.

Fiscal Impact

Source of Funds: See Financial Implications

Cost: \$961,260

Recurring Cost? (Yes/No): No

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

Financial Implications:

Capital Fund - Sidewalk Program - \$129,000

Capital Street Fund/Capital Storm Fund - \$832,260

Attachments

Bid Results

Map

Resolution



CITY OF HUBER HEIGHTS
2025 SIDEWALK & CONCRETE PORTION OF 2025 STREET PROGRAMS
BID RESULT
BID DATE: FEBRUARY 28, 2025

| CONTRACTOR'S NAME | SECTION A | SECTION B | SECTION C |
|---------------------------|------------------------|------------------------|-------------------------|
| United Building Solutions | \$120,255.25 | NO BID | NO BID |
| | Bid Bond - Yes 75 Days | | |
| R A Miller | NO BID | NO BID | \$920,342.50 |
| | | | Bid Bond - Yes 240 Days |
| A-1 Concrete | NO BID | \$2,970.00 | NO BID |
| | | Bid Bond - Yes 30 Days | |
| Coburn's Concrete | \$116,693.00 | NO BID | \$756,600.00 |
| | Bid Bond - Yes 75 Days | | Bid Bond - Yes 180 Days |
| Multi Task | \$124,393.50 | NO BID | \$765,492.50 |
| | Bid Bond - Yes 45 Days | | Bid Bond - Yes 180 Days |

Huber Heights, Ohio

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR THE 2025 SIDEWALK PROGRAM AND THE CONCRETE PORTION OF THE 2025 STREET PROGRAM.

WHEREAS, the City Council previously authorized the Resolution Of Necessity for the 2025 Sidewalk Program under Resolution No. 2024-R-7450 and secured sidewalk bids under Resolution No. 2025-R-7517; and

WHEREAS, construction bids were received by the City on February 28, 2025; and

WHEREAS, it is important that this project be performed in a timely manner to complete the 2025 Sidewalk Program in an expeditious manner.

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 Section A: Replacement Concrete, Sidewalks And Aprons of the bid with Coburns Concrete, as the lowest and best bidder, at a cost not to exceed \$129,000.00 on the terms and conditions as substantially set forth in the bid.

Section 2. The City Manager is hereby authorized to enter into a contract for Section C: Concrete Portion Of The 2025 Street Program of the bid with Coburns Concrete, as the lowest and best bidder, at a cost not to exceed \$832,260.00 on the terms and conditions as substantially set forth in the bid.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10707

Topics Of Discussion N.

Council Work Session

Meeting Date: 03/18/2025

Brandt Pike Improvement/Carriage Trails Parkway - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Brandt Pike Improvement/Carriage Trails Parkway - Award Contract

Purpose and Background

This legislation authorizes a contract with Integrity Contractors for the construction of the Brandt Pike Roadway Improvements. This project includes the widening of Brandt Pike to provide a safer exit and access to Carriage Trails Parkway. The improvements also include the addition of a new left turn in lane and a right turn out lane, signage, storm sewer, and a new mast arm traffic signal. The Capital Improvement Fund will be utilized for the construction of this project at a cost not to exceed \$1,425,000.

Fiscal Impact

Source of Funds: Capital Fund

Cost: \$1,425,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Bid Results

Resolution



**CITY OF HUBER HEIGHTS
BRANDT PIKE ROADWAY IMPROVEMENTS
AT CARRIAGE TRAILS PARKWAY
BID RESULT**

BID DATE: FEBRUARY 21, 2025

| CONTRACTOR'S NAME | BID AMOUNT | |
|------------------------------|-----------------|-------------------|
| Ulliman Schutte | No Bid | |
| | Bid Bond - Yes | |
| Double Jay Construction | \$ 1,376,508 | 240 Calendar Days |
| | Bid Bond - Yes | |
| Performance Site Development | \$ 1,603,243.18 | 180 Calendar Days |
| | Bid Bond - Yes | |
| Milcon Concrete | \$ 1,568,747.26 | 400 Calendar Days |
| | Bid Bond - Yes | |
| Outdoor Enterprise | \$ 1,358,090.65 | 210 Calendar Days |
| | Bid Bond - Yes | |
| Barrett Paving Materials | \$ 1,346,990.03 | 240 Calendar Days |
| | Bid Bond - Yes | |
| R B Jergens Contractors | \$ 1,440,086 | 120 Calendar Days |
| | Bid Bond - Yes | |
| Integrity Contractors | \$ 1,266,391.51 | 153 Calendar Days |
| | Bid Bond - Yes | |
| John R Jurgensen | \$ 1,349,596.38 | 210 Calendar Days |
| | Bid Bond - Yes | |

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE BRANDT PIKE ROADWAY IMPROVEMENTS AT CARRIAGE TRAILS PARKWAY PROJECT.

WHEREAS, the City Council under Resolution No. 2024-R-7493 has previously authorized the securing of bids for the Brandt Pike Roadway Improvements At Carriage Trails Parkway Project; and

WHEREAS, construction bids were received on February 21, 2025; and

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

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

Section 1. The City Manager is hereby authorized to award a contract to Integrity Contractors as the lowest and best bidder for the Brandt Pike Roadway Improvements At Carriage Trails Parkway Project at a cost not to exceed \$1,425,000.00.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10705

Topics Of Discussion O.

Council Work Session

Meeting Date: 03/18/2025

East Water Main Extension Project - Contract Modification

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

East Water Main Extension Project - Contract Modification

Purpose and Background

The construction work for the East Water Main Extension Project along Bellefontaine Road has been completed. There were a few design modifications that have resulted in an increased total construction cost. This legislation will authorize a contract modification to increase C G Construction's contract by \$8,000 to cover the cost of installing an additional 12" permanent insert valve to accommodate the future changeover from Clark County water to Huber Heights water. The Water Fund will be used to pay for this increased amount.

Fiscal Impact

Source of Funds: Water Fund

Cost: \$8,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION 2025-R-

AMENDING RESOLUTION NO. 2022-R-7153 TO INCREASE THE NOT TO EXCEED AMOUNT FOR THE EAST WATER MAIN EXTENSION PROJECT.

WHEREAS, the City Council had previously authorized the City Manager to enter into a contract with C.G.Construction & Utilities, Inc. at a cost not to exceed \$3,000,000; and

WHEREAS, the C.G.Construction & Utilities, Inc. contract has exceeded the appropriation making it necessary to make an adjustment to this contract; and

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

Section 1. Resolution No, 2022-R-7153 is hereby amended to increase the not to exceed amount of the contract with C.G.Construction & Utilities, Inc. by \$8,000 to a new total of \$3,008,000.00.

Section 2. Authorization is hereby given to compensate C.G.Construction & Utilities, Inc. for additional work already completed.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10727

Topics Of Discussion P.

Council Work Session

Meeting Date: 03/18/2025

Chambersburg Water Tower Painting - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 03/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Chambersburg Water Tower Painting - Award Contract

Purpose and Background

Bids have been received for the Chambersburg Water Tower Painting Project. This legislation will authorize a contract with L & T Painting as the lowest and best bidder at \$518,600. Five other bidders submitted proposals with bids ranging up to \$844,040. The Water Fund will be utilized for the costs of this project.

Fiscal Impact

Source of Funds: Water Fund

Cost: \$575,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Bid Results

Resolution



**CITY OF HUBER HEIGHTS
PAINTING OF CHAMBERSBURG WATER STANDPIPE
BID RESULT
BID DATE: MARCH 7, 2025**

| CONTRACTOR'S NAME | BID AMOUNT | |
|----------------------|----------------|---------------------|
| Ulliman Schutte | No Bid | |
| | Bid Bond - Yes | |
| D & M Painting | \$844,040 | 90 Calendar Days |
| | Bid Bond - Yes | |
| L.C. United Painting | \$654,000 | 45 Calendar Days |
| | Bid Bond - Yes | |
| L & T Painting | \$518,600 | 28-38 Calendar Days |
| | Bid Bond - Yes | |
| Seven Brothers | \$717,800 | 75 Calendar Days |
| | Bid Bond - Yes | |
| V & T Painting | \$590,375 | 75 Calendar Days |
| | Bid Bond - Yes | |
| E & L Contractors | \$538,500 | 70 Calendar Days |
| | Bid Bond - Yes | |

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT FOR THE CHAMBERSBURG WATER STANDPIPE PAINTING PROJECT.

WHEREAS, the City Council under Resolution No. 2024-R-7496 has previously authorized the securing of bids for the Chambersburg Water Standpipe Painting Project, and

WHEREAS, construction bids were received on March 7, 2025; and

WHEREAS, there are adequate funds 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 Chambersburg Water Standpipe Painting Project with L & T Painting, Inc. as the lowest and best bidder at a cost not to exceed \$575,000.00 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10733

Topics Of Discussion Q.

Council Work Session

Meeting Date: 03/18/2025

Kroger Aquatic Center - Naming Rights

Submitted By: Rachael Dillahunt

Department: City Manager

Council Committee Review?: Council Work Session

Audio-Visual Needs: None

Emergency Legislation?: No

Division: City Manager

Date(s) of Committee Review: 03/18/2025

Legal Review: Completed

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

Agenda Item Description or Legislation Title

Kroger Aquatic Center - Naming Rights

Purpose and Background

The City owns the Kroger Aquatic Center located at 8625 Brandt Pike, Huber Heights, Ohio. The City and the sponsor, Kroger Limited Partnership I, entered into a Naming Rights Agreement for the Kroger Aquatic Center on or about March 7, 2012, which was amended and restated on or about February 24, 2020, and which term ends on February 1, 2025. The City and Kroger Limited Partnership I desire to maintain the existing agreement with a few changes.

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

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KROGER LIMITED PARTNERSHIP I FOR AN EXCLUSIVE NAMING RIGHTS AGREEMENT FOR THE AQUATIC CENTER FOR A PERIOD OF FIVE (5) YEARS.

WHEREAS, the City owns the Aquatic Center located at 8625 Brandt Pike, Huber Heights, Ohio (the “Aquatic Center”); and

WHEREAS, the City of Huber Heights and Kroger Limited Partnership I (the “Sponsor”) entered into a Naming Rights Agreement for the Aquatic Center on or about March 7, 2012, which was amended and restated on or about February 24, 2020, with the current term set to expire on February 1, 2025; and

WHEREAS, the City and the Sponsor desire to extend and modify the existing agreement as set forth herein.

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 an exclusive Naming Rights Agreement (the “Agreement”) with Kroger Limited Partnership I for the Aquatic Center, attached hereto as Exhibit A. The Agreement shall extend the naming rights for a period of five (5) years and shall include any modifications deemed necessary and appropriate by the City Manager and approved by the Law Director, provided such modifications are not substantially adverse to the City.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

**HUBER HEIGHTS AQUATIC CENTER
THIRD AMENDED & RESTATED NAMING RIGHTS AGREEMENT
EXHIBIT A**

This Third Amended and Restated Naming Rights Agreement (the "AGREEMENT") is made as of the ____ day of _____, 2025, by and between Kroger Limited Partnership I, an Ohio partnership for its Cincinnati/Dayton Division, (the "Sponsor"), and the City of Huber Heights, Ohio (the "City") (collectively, the "Parties").

WHEREAS, the City owns an Aquatic Center located at 8625 Brandt Pike, Huber Heights, Ohio (the "Aquatic Center")

WHEREAS, the City and the Sponsor entered into a "Naming Rights Agreement" for the Aquatic Center on or about March 7, 2012 which was amended and restated on or about February 24, 2020 and which term ends February 1, 2025; and

WHEREAS, the City and Sponsor desire to maintain the existing agreement with a few changes as set forth herein; and

In consideration of their mutual promises, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS As used in this Agreement; the following terms will have the following meanings:

- A. "Aquatic Center" means the Aquatic Center located at 8625 Brandt Pike, Huber Heights, Ohio, owned by the City of Huber Heights (the "City") with a general operational season of Memorial Day weekend to Labor Day weekend of each year.
- B. "Aquatic Center Marks" means the Name, Logos, and/or any stylized form or combination thereof.
- C. "Year" means the calendar year beginning on January 1 of each calendar year and ending on December 31 in the same calendar year.

2. NAMING RIGHTS AND ANCILLARY BENEFITS

- A. Aquatic Center Name. During the Term of this Agreement, the City hereby grants to Sponsor the exclusive license to name the Aquatic Center pursuant to the terms hereunder (the "Naming Rights"). As of the Effective Date, the official name of the Aquatic Center will be "**The Kroger Aquatic Center at the Heights**" (the "Name"), unless amended or changed in accordance with this Agreement.

This shall be a \$200,000 commitment payable over five years in 25 installments of \$8,000 as set forth below, which includes Vibromics in-store overhead announcements.

| | | |
|------|--------------------|---------|
| 2025 | By May 5th, 2025 | \$8,000 |
| | By June 2nd, 2025 | \$8,000 |
| | By June 30th, 2025 | \$8,000 |
| | By July 28th, 2025 | \$8,000 |
| | By Aug. 24th, 2025 | \$8,000 |
| 2026 | By May 5th, 2026 | \$8,000 |
| | By June 2nd, 2026 | \$8,000 |
| | By June 30th, 2026 | \$8,000 |
| | By July 28th, 2026 | \$8,000 |
| | By Aug. 24th, 2026 | \$8,000 |
| 2027 | By May 5th, 2027 | \$8,000 |
| | By June 2nd, 2027 | \$8,000 |
| | By June 30th, 2027 | \$8,000 |
| | By July 28th, 2027 | \$8,000 |
| | By Aug. 24th, 2027 | \$8,000 |
| 2028 | By May 5th, 2028 | \$8,000 |
| | By June 2nd, 2028 | \$8,000 |
| | By June 30th, 2028 | \$8,000 |
| | By July 28th, 2028 | \$8,000 |
| | By Aug. 24th, 2028 | \$8,000 |
| 2029 | By May 5th, 2029 | \$8,000 |
| | By June 2nd, 2029 | \$8,000 |
| | By June 30th, 2029 | \$8,000 |
| | By July 28th, 2029 | \$8,000 |
| | By Aug. 24th, 2029 | \$8,000 |

B. Aquatic Center Logo Update. During the Term of this Agreement, the Parties agree that the graphic design incorporating the Name to be used as the primary logo associated with the Aquatic Center is substantially as set forth on Exhibit A attached (the "New Primary Logo"). Sponsor shall pay all costs associated with updating Signage to include the New Primary Logo and the purchase of new inner tubes to be used at the Aquatic Center in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). The City of Huber Heights will assume all costs to update the Kroger logo and tag line in all marketing efforts and employee materials being radio and television commercials, newspaper ads, billboards, digital ads, social media, website, tickets, complimentary passes, employee uniforms, and employee manuals.

C. Signage and Exposure. In connection with the Naming Rights granted to Sponsor hereunder, Sponsor will be entitled to have certain signage or other forms of exposure of the Aquatic Center Marks placed in, on and around the Aquatic Center (the "Signage"); provided such Signage shall substantially consist of the Aquatic Center Marks. The appearance and location of all Signage will be mutually agreed upon by Sponsor and City and is subject to the approval of the City. The Kroger logo/name shall be included on all signage at the complex; on the City of Huber Heights website for the Kroger Aquatic Center at The Heights (including a link to

Kroger.com); included in \$150,000 worth of television commercials, radio commercials including four remote broadcasts each year, newspaper ads, digital ads, social media, and billboards; included in City of Huber Heights newsletters and email blasts; and on the inner tubes used at the complex. Additionally, Kroger shall be identified as one of the sponsors of the City's annual Fourth of July fireworks show.

i. Building Signs.

a. Exterior Signage. Signs that are located on the Aquatic Center exterior by the City will display the Aquatic Center Marks as agreed upon by the Parties, including upon the exterior of the entrance building to the Aquatic Center

b. Interior Signage. Signs that are located within the Aquatic Center by the City, will display the Aquatic Center Marks.

c. Other Signage. The Aquatic Center Marks will be upon the monument sign at Brandt Pike (State Route 201) at entrance to the facility; upon a monument sign to be developed at the entrance to the planned "The Heights" shopping complex, just north of Executive Boulevard at Brandt Pike (State Route 201); upon the Rose Music Center's on-site digital billboard on 1-70. In a rotation of eight-second spots pertaining to Huber Heights, the Kroger Aquatic Center spots will promote hours, special event s, current temperature, etc. During the off-season a variety of "Thanks for Your Patronage " and "See You Next Season " messages could be run, along with season pass pre-sale efforts.

D. Aquatic Center Branding, Promotion and Publicity

i. Branding and Collateral Materials. In connection with the Naming Rights granted to Sponsor hereunder, City agrees to support the brand exposure of the Aquatic Center Marks by including the same on the official promotional website, Facebook page and other social media outlets for the promotion of the Aquatic Center.

ii. Publicity and Promotion.

a. Event Promotion. The Parties agree that each will make commercially reasonable efforts during the Term to: (i) identify the Aquatic Center by the Aquatic Center Name and Marks in all written and oral references to the Aquatic Center.

b. Third Party Media and Broadcasters. The Parties agree that each will make commercially reasonable efforts during the Term to cause the media and other third Parties, including, without limitation, news outlets, web, radio and television, service providers, advertisers, promoters and sponsors, to identify the Aquatic Center by the Aquatic Center Name and Marks; provided that any failure of such third Parties to refer to the Aquatic Center by the Aquatic Center Name or Marks will not be considered a breach of this Agreement by the Parties.

E. Exclusivity.

i. Exclusive Rights. The Naming Rights granted to Sponsor are exclusive to

the Sponsor.

3. TERM AND RIGHT OF FIRST REFUSAL.

A. TERM. The term of this Naming Rights Agreement will begin on February 1, 2025 (the "Effective Date") and continue through February 1, 2029, (the "Expiration Date"), unless extended or terminated in accordance with the terms hereof (wholly, the "Term").

B. Right of First Refusal. So long as the Sponsor is not in default of its obligations hereunder, then Sponsor shall have a limited, exclusive right of first refusal for Naming Rights for the Aquatic Center. Sponsor shall exercise this right of first refusal no fewer than ninety (90) calendars days prior to the Expiration Date herein. Nothing herein prohibits the Parties from entering into a new Naming Rights Agreement on mutually acceptable terms at any other time.

4. FEES AND COSTS

A. Naming Rights Fee. In consideration of the Naming Rights and Ancillary Benefits granted by City hereunder, Sponsor agrees to pay a Naming Rights Fee in the manner and amounts set forth in paragraph 2 A above.

i. Subsequent Name Change. In the event Sponsor or its successor or assignee changes or causes the change of the Name, Logo and/or Aquatic Center Marks in accordance with the terms hereof, Sponsor agrees to pay, or cause its successor or assignee to pay, all costs and expenses associated therewith as set forth in paragraph 2 B above, including, without limitation, the cost and expense of: (i) removing, destroying and/or discarding signage reflecting the prior Aquatic Center Marks; (ii) preparing, producing, replacing, mounting and/or installing new or altered signage to reflect the name change; (iii) removing, destroying and/or discarding merchandise, equipment or other collateral materials related to the Aquatic Center branding, promotion and publicity displaying the prior Aquatic Center **Marks**; and (iii) preparing, producing, replacing and/or distributing merchandise, equipment or other collateral materials related to the Aquatic Center branding, promotion and publicity reflecting the name change.

B. Payment.

i. Payment Due Date. All payments shall be made in accordance with the payment terms set forth in paragraph 2 A.

C. Ancillary Benefits.

- i. Sponsor shall receive one hundred (100) daily admission passes each Year of the Term for Sponsor's internal use.
- ii. Sponsor and City of Huber Heights agree that entrants to the facility shall be granted a one-dollar discount on both adult and child admissions with a Sponsor produced in-store coupon.
- iii. Sponsor will receive a special "Sponsor Employee Weekend" (mutually agreeable date to be determined annually - excluding opening weekend, closing weekend, and 4th of July weekend) when any Sponsor employee may

enjoy Buy One, Get One Free Admission Tickets upon presentation of their Sponsor ID or badge.

The Parties agree to discuss the addition of mutually beneficial partnership promotions.

5. CONFIDENTIALITY AND COMMUNICATIONS

A. Public Statements. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures (the "Public Statements") made by either party related to performance under this Naming Rights Agreement. Each party further agrees that any such Public Statement will be made in furtherance of the good faith performance of this Naming Rights Agreement and the contractual relationship of the Parties. Each party agrees that it will not directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either party.

B. Public Records Act. The Parties acknowledge that any documents retained by the City in the course of City business may be subject to disclosure under the Ohio Public Records Law. The City will notify Sponsor promptly upon receipt of any Public Records request for documents related to this Agreement. If Sponsor objects to the release of any documents subject to a Public Records Request, Sponsor shall notify City immediately of such objection and the Parties will cooperate in determining how to process the request consistent with the mandates of Ohio law.

6. REPRESENTATIONS AND WARRANTIES

A. Compliance.

i. Laws and Regulations. This Agreement is subject to the terms of, and each Party hereby warrants and certifies that it will comply with, all applicable laws, statutes, rules, regulations, decisions and orders in the performance of this Agreement, including regulations and actions of applicable governmental administrative agencies

B. Cooperation. The Parties agree to cooperate in the performance of each of their obligations under this Agreement, including, but not limited to, obtaining, agreeing to, distributing and/or enforcing any waivers, rules and regulations, licenses and permits, and other required certifications related to the benefits granted hereunder.

C. Non-Infringement. Each party hereby warrants that, in the course of performance under this Agreement, it will not violate or infringe upon any proprietary rights of any third party, including, without limitation, confidential relationship, trade secrets, patent, trademark or copyright rights.

D. City Representations. The City acknowledges, represents and warrants the following:

i. The City owns the right to name the Aquatic Center, and the naming of the

Aquatic Center as contemplated by this Agreement is in accord with all applicable laws, regulations and ordinances of the City;

ii. The City will operate and manage the Aquatic Center in a reasonable and prudent manner.

iii. This Agreement and all documents delivered pursuant hereto have been duly authorized and when executed and delivered by the Parties, will be a legal, valid, binding and enforceable obligation of the City; do not violate any provision of any agreement or judicial order to which the City is a party or subject; and no other consents or actions of any third Parties, entities or governmental bodies or agencies is required to effectuate this Agreement or the actions the City and Sponsor taken hereunder;

7. LIMITATION OF LIABILITY

A. Limitation of Liability.

NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL THE PARTIES BE LIABLE TO ONE ANOTHER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, COMPUTER FAILURE OR MALFUNCTION, DATA LOSS, OR LOST PROFITS AND OPPORTUNITY COSTS. THE FOREGOING LIMITATION WILL NOT APPLY TO DAMAGES AWARDED WITH RESPECT TO THIRD PARTY CLAIMS FOR WHICH THE PARTIES HAVE AN OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT.

B. Disclaimer of Liability.

The Parties agree that Sponsor is not involved in the operation or management of the Aquatic Center and Sponsor is not responsible or liable for the safety of the patrons of the Aquatic Center or any injury and/or death to any person or property that may occur at the Aquatic Center.

8. DEFAULT AND TERMINATION

A. Default. The occurrence of any one or more of the following events or actions will constitute a breach of this Agreement (the "Default") by the acting or relevant party (the "Defaulting Party").

i. Corporate Cessation. Cessation of Sponsor to conduct business, or if Sponsor is subject to any attachment, execution or other judicial seizure or sale of any substantial portion of its assets, which is not discharged or revoked within ten (10) days thereof;

ii. Bankruptcy or Insolvency. The failure of Sponsor to pay its debts as they come due; filing, or having filed against it, a petition or other request for relief under federal or state bankruptcy or insolvency laws which is not discharged, dismissed or withdrawn within sixty (60) days of filing; or applying for or consenting to the appointment of a receiver for all or a substantial portion of its assets;

iii. Misrepresentation. The making of any representation or warranty by any party in this Agreement that it knows or should have known was materially false as of the Effective Date.

iv. Other Material Breach. The breach of any other material covenant, agreement, representation or warranty made under this Agreement, if such breach has not been waived in writing and has not been cured by breaching party within thirty (30) days following receipt of written notice specifying the nature of such breach, or, as agreed by the Parties, is not capable of being cured within such thirty (30) day period.

v. Default or Breach of Sponsorship Agreement. The default or breach of the Sponsorship Agreement resulting in the rightful termination thereof.

B. Right to Terminate. In the event of a Default as set forth herein, the party not in Default (the "Non-Defaulting Party") will have the right to terminate this Agreement upon written notice to the Defaulting Party. Upon termination of this Agreement in accordance with this provision, the Parties agree that the Parties will immediately cease to use or display the Aquatic Center Marks, and the Defaulting Party will be liable to the Non-Defaulting Party for the payment of all costs and expenses incurred by the Non-Defaulting Party in removing, destroying, discarding and/or replacing all signs, materials or other uses of the Aquatic Center Marks under this Agreement.

C. Damages for Termination. If Sponsor is the defaulting party, Sponsor shall pay to the City through the end of the year of its default its Naming Rights Fee for that year. If the default of the Sponsor occurs in the fourth year of the Term (or renewal term as the case may be) the Sponsor shall be responsible for the payment of one-half of the Naming Rights Fee for the last year of the Term.

i. Aquatic Center Damage. If a Force Majeure results in the damage or destruction of the Aquatic Center and repair or reconstruction of the Aquatic Center will take longer than ninety (90) days from the time City becomes or should have become aware of such destruction (the "Discovery Date"), then:

- a. if City gives Sponsor notice no more than ninety (90) days following the Discovery Date that the Aquatic Center will be repaired and restored within one (1) year of the Discovery Date (the "Repair Assurance"), Sponsor will have no right to terminate this Agreement, provided Sponsor will not be required to make any payments (and will be credited or refunded any payments made) of the Naming Rights Fee due hereunder from the date of any damage or destruction until the first date an Event is presented in the Aquatic Center upon the repair and restoration of the Aquatic Center following such damage or destruction; but
- b. if City fails to give Sponsor such Repair Assurance as set forth herein, Sponsor may terminate this Agreement upon written notice to City.

9. **General.**

A. **Relationship of the Parties.** The Parties are independent contractors and nothing contained herein will be interpreted, construed or applied in practice, in any way, as creating or establishing a partnership, agency, joint venture or employment relationship among the Parties. Each party is solely responsible for the payment of all state, federal and local taxes and complying with all laws, regulations and/or requirements related to its business, and each party reserves the sole and exclusive right and authority to handle, decide, supervise manage and control the financial and other policies related to its business and purpose.

B. **Dispute Resolution.**

The Parties hereto agree that any dispute, claim, question or controversy between the Parties arising from or relating to this the Agreement, its construction, operation or effect, or a breach thereof (the "Dispute(s)") that cannot be resolved through consultation and negotiation of shall be submitted to mediation ("Mediating Parties"). The cost of mediation will be shared by the Mediating Parties. After good faith efforts to resolve the controversy, claim or dispute and upon the notice of either party to initiate mediation, the Mediating Parties shall select a mutually agreeable mediator. . The Parties agree to schedule a meeting at a mutually agreeable time. A representative of each party with settlement authority must personally attend the mediation. If the Mediating Parties fail to resolve their dispute through mediation within five (5) days following the conclusion of mediation, the Parties may pursue any claims in the Montgomery County, Ohio Court of Common Pleas.

i. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Ohio without regard to conflict of law principles. Any dispute arising under or in connection with this Agreement, or related to any matter thereof, will be subject to the exclusive jurisdiction of State court in the County of Montgomery County, Ohio.

ii. **Notices.** Any notice, request, approval or consent under this Agreement will be sufficiently given if in writing and delivered in person, mailed (certified or first class), or electronically transmitted (with receipt of transmission) to the address set forth herein, or to such other address as the recipient may furnish in writing to the sender. Notice will be deemed effective upon the earlier of actual delivery or three (3) days following mailing.

iii. **Waiver and Amendment.** No modification, amendment or waiver of any provision of this Agreement will be binding or valid unless in writing and executed by all Parties. No failure to enforce any provision of this Agreement will be construed as a waiver or thereafter prevent any party from enforcing the same or any other provision of this Agreement.

iv. **Equal Bargaining Power.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or

interpretation arises, there will be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

v. Severability. If any portion of this Agreement is judged to be illegal, invalid or unenforceable, such portion will be given effect to the maximum extent possible by narrowing, or enforcing in part, such portion to the minimum extent necessary to make it enforceable. Any such invalidity or unenforceability will not in any way affect the validity or enforceability of the remainder of this Agreement which will continue in full force and effect.

vi. Captions. The captions used in this Agreement are for convenience only and will not define, limit, or otherwise be used in the construction of this Agreement.

vii. Assignment. Except in the normal course of performance under this Agreement involving the Parties' engagement of subcontractors or sublicensees to provide specific services related hereto, the Parties shall not assign or otherwise transfer any of their respective rights and obligations under this Agreement without the prior written consent of the other Parties which consent shall not be unreasonably withheld; provided, however, that the Parties shall not be required to provide such consent unless and until the assignee or transferee shall agree in writing to be bound by each and every term, covenant and obligation of the assigning party hereunder. Any assignment or other transfer by Sponsor of rights and/or obligations hereunder in violation of this provision shall be a material default under this Agreement and shall be without legal force or effect and void without the requirement of further action by the Parties. In the event this Agreement is assigned in accordance with this section, and, as a result, Sponsor or its assignee or transferee proposes to change the Name, Logo and/or Aquatic Center Marks, the Parties agree that Sponsor or its assignee or transferee will be responsible for all costs and expenses associated with such proposed name change.

ix. Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement and will be binding when one or more counterparts have been signed by each of the Parties and delivered, either manually or electronically, to the other party, it being understood that all Parties need not sign the same counterpart.

x. Entire Understanding. This Agreement, including all Exhibits attached to herein, constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous negotiations, discussions, understandings and agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the first date written below.

SPONSOR: The Kroger Limited

Partnership

BY: _____
ITS: _____
Date: _____

CITY OF HUBER HEIGHTS, OHIO

BY: _____
ITS: City Manager
Date: _____

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AI-10739

Topics Of Discussion R.

Council Work Session

Meeting Date: 03/18/2025

Ward Map Revision

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/18/2025

Audio-Visual Needs: None **Legal Review:** In Process

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

Ward Map Revision

Purpose and Background

GIS has updated the City's ward maps to reflect the land annexed from Bethel Township in 2024. Since there is no significant population in the annexed area at this time and for contiguity purposes, the annexed land has been added to Ward 2 on the City's overall ward map and on the ward map for Ward 2. As the population increases in this area, the ward maps will be revisited as in past years, based on U.S. Census data, to ensure a relatively equal population distribution among all six wards of the City. The overall ward map for the City and the ward map for Ward 2 have been updated. The ward maps have also been updated on the City's website and in the GIS database. This legislation updates the new ward map boundaries for Ward 2 in the Huber Heights City Code and adopts the City's revised overall ward map.

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

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

AMENDING CERTAIN PROVISIONS OF PART ONE – ADMINISTRATIVE CODE, TITLE ONE – GENERAL PROVISIONS, CHAPTER 105 – WARDS, SECTION 105.01 – REDIVISION INTO SIX WARDS, OF THE HUBER HEIGHTS CODIFIED ORDINANCES.

WHEREAS, the Huber Heights City Charter provides for elections by wards/districts; and

WHEREAS, Section 105.01 of the Codified Ordinances of Huber Heights requires amendment to establish new ward boundaries due to the annexation of land into the City of Huber Heights.

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

Section 1. Part One, Administrative Code, Title One, General Provisions, Chapter 105 – Wards, Section 105.01 – Redivision Into Six Wards is hereby amended to read as follows:

105.01 – Redivision into six wards.

- (a) The redivision of the City into six (6) wards is hereby approved, to be approximately equal in population based on the 2020 United States Census, and to be designated Wards 1, 2, 3, 4, 5 and 6.
- (b) The boundaries of the wards shall be as described herein.
- (c) The redivision of the wards shall become effective for the first primary election to be held in 2025.
- (d) The redivision of the wards shall have no effect on the members of Council who were duly elected prior to the redivision of the wards, until the terms of office, as set forth in the Charter or otherwise by law, shall be completed.
- (e) Wards shall be described as follows:

Ward 1.

Situated in the City of Huber Heights, Counties of Miami and Montgomery, State of Ohio and being further bounded and described as follows:

Beginning at a point at the intersection at the centerline of State Route 202 and the south corporation line of the City of Huber Heights;

Thence, westerly with the south corporation line crossing the Great Miami River to a point in the west corporation line;

Thence northerly and westerly along several courses following the Great Miami River to a point at the west corporation line of the City of Huber Heights;

Thence, northerly along the west corporation line to a point in the north line of Fishburg Road;

Thence, easterly with the north line of Fishburg Road to a point in the west line of Endicott Road;

Thence, northerly with the west line of Endicott Road to a point in the south line of Chambersburg Road;

Thence, westerly along the south line of Chambersburg Road to a point in the east line of the Miami Erie Canal;

Thence, northerly along the east line of the Miami Erie Canal approximately 1,327 feet to an angle point;

Thence, northeasterly along the west line of a 75.473 acre parcel approximately 426.61 feet to an angle point;

Thence, northerly continuing along the west line of a 75.473 acre parcel to the south line of a 62.068 acre parcel;

Thence, westerly along the south line of said 62.068 acre parcel across the Miami Erie Canal to a point in the centerline of the Great Miami River;

Thence, southerly along various courses in the Great Miami River to a point approximately 200 feet west of the intersection of Cheyenne Avenue and West Shore Drive in the Miami Villa Plat;

Thence, easterly to a point in the west line of the Miami Villa Plat;

Thence, northerly to a point in the north line of the Miami Villa Plat;

Thence, easterly with the north line of the Miami Villa Plat and the easterly extension thereof to a point at the northeast corner of a 2.002 acre parcel;

Thence, southerly along the east line of said 2.002 acre parcel to the north line of Chambersburg Road;

Thence, easterly along the north line of Chambersburg Road approximately 30 feet to the east line extended of Rip Rap Road;

Thence, southerly with the east line of Rip Rap Road to the south line extended of the Miami Villa Plat;

Thence, westerly with the south line of the Miami Villa Plat along several courses to the centerline of the Great Miami River;

Thence, northerly with the centerline of the Great Miami River to a point approximately 200 feet west of the intersection of Navajo Avenue and Shore Drive in the Miami Villa Plat;

Thence, westerly to a point in the east line of the Baltimore and Ohio Railroad;

Thence, northerly with the east line of the Baltimore and Ohio Railroad to a point in the south line of Little York Road;

Thence, easterly along the south line of Little York Road to a point in the west line extended of Anglers Lane;

Thence, northerly along the west line of Anglers Lane to a point at the northwest corner of a 4.685 acre parcel;

Thence, easterly with the north line of said 4.685 acre parcel to a point in the centerline of the Great Miami River;

Thence, northerly with the centerline of the Great Miami River along several courses to the Miami-Montgomery County Line;

Thence, easterly with the Miami-Montgomery County Line to a point in the southwest corner of the 107 acre Tri-Cities North Regional Wastewater Authority tract;

Thence, northerly along the west line of the said Tri-Cities North Regional Wastewater Authority tract to a point at the northwest corner of said 107 acre tract;

Thence, easterly with the north line of the said 107 acre tract to a point in the west line of Inlot 1197 being a 1.158 acre parcel (Parcel P48 00271);

Thence, northerly along the west line of said parcel to the northwest corner of said parcel also known as the southeast corner of the Catlow Commercial Park;

Thence, westerly with the south line of the said Catlow Commercial Park along several courses to a point in the centerline of State Route 40;

Thence, northerly and easterly with the centerline of State Route 40 to the northeast corner of said Catlow Commercial Park;

Thence, southerly along the east line of said Catlow Commercial Park to a point in the north line of said 107 acre tract;

Thence, easterly with the north line of the said 107 acre tract to a point in the centerline of Wildcat Road;

Thence, southerly with the centerline of Wildcat Road to a point at the Miami-Montgomery County Line;

Thence, easterly with the Miami-Montgomery County line to the southwest corner of a 13.753 acre Trimble Navigation Ltd. parcel located on the north side of the County Line;

Thence, northerly with the west line of the said 13.753 acre parcel to a point at the southwest corner of Lot 33 in the Wiley Industrial Park;

Thence, easterly across the south lines of said Lot 33 and Lot 34 in the Wiley Industrial Park to a point in the southeast corner of Lot 34;

Thence, northerly along the east line of Lot 34 to a point in the south line of Gibson Drive;

Thence, easterly along the south line of Gibson Drive to a point at the centerline of Old Troy Pike;

Thence, continuing easterly along the centerline of Parktowne Boulevard to a point in the west line of Old Park Drive;

Thence, southerly along Old Park Drive to the centerline of County Park Drive;

Thence, easterly along Country Park Drive to the centerline of Summerset Drive;

Thence, southerly along the centerline of Summerset Drive veering east to the centerline of Gardengate Drive;

Thence, southerly along Gardengate Drive to across the Miami-Montgomery County Line to the centerline of Pinegate Way;

Thence, westerly along Pinegate veering south along said centerline of Pinegate Way to Charlesgate Road;

Thence, westerly along the centerline of Charlesgate to the centerline of Old Troy Pike;

Thence, southerly along the centerline of Old Troy Pike to the south corporation line of the City of Huber Heights and the place of beginning.

Ward 2.

Situated in the City of Huber Heights, Counties of Miami and Montgomery, State of Ohio and being further bounded and described as follows:

Beginning at the intersection of the southernmost point and the western property line of Parcel P48-000949;

Thence, westerly along the County Line to a point in the centerline of Trowbridge Way;

Thence, southerly with the centerline of Trowbridge Way along several courses to a point at the intersection of Deer Meadows Drive and Trowbridge Way;

Thence, easterly with the centerline of Deer Meadows Drive along several courses to a point at the intersection of Deer Plains Way and Deer Meadows Drive;

Thence, southerly with the centerline of Deer Plains Way along several courses to a point at the intersection of Charlesgate Road and Deer Plains Way;

Thence, westerly with the centerline of Charlesgate Road along several courses to a point at the intersection of Deer Chase Drive and Charlesgate Road;

Thence, southerly with the centerline of Deer Chase Drive along several courses to a point at the intersection of Shull Road and Deer Chase Drive;

Thence, westerly along the centerline of Shull Road to a point at the centerline of Trowbridge Way;

Thence, southerly along the centerline of Trowbridge Way to a point in the centerline of Rolling Glen Drive;

Thence, northerly along the centerline of Rolling Glen Drive to a point in the centerline of Schoolgate Drive;

Thence, westerly on Schoolgate Drive along several courses to a point in the intersection of Schoolgate Drive and the centerline of Green Knolls Drive;

Thence, westerly along the centerline of Green Knolls Drive to a point in the centerline of Eagle Pass Drive;

Thence, northly on Eagle Pass Drive to the centerline of Shull Road;

Thence, westerly along centerline of Shull Road to a point at the centerline of Old Troy Pike (State Route 202);

Thence, northerly along the centerline of Old Troy Pike to a point at the north right-of- way line of Charlesgate Road;

Thence, east along the centerline of Charlesgate Road to the centerline of Pinegate Way;

Thence, north along several courses veering east on the centerline of Pinegate Way to the centerline of Gardengate Drive;

Thence, north along the centerline of Gardengate Drive to the centerline of Summerset Drive;

Thence, westerly and veering northerly along Summerset Drive to the centerline of County Park Drive;

Thence, west along the centerline of County Park Drive to the centerline of Old Park Drive;

Thence, north along the centerline of Old Park Drive to the center line of Parktowne Boulevard;

Thence, west along the centerline of Parktowne Boulevard to a point at the centerline of Old Troy Pike (State Route 202);

Thence, northerly along the centerline of Old Troy Pike to a point at the north right-of-way line of Carriage Trails Parkway;

Thence, easterly along the north right of way line of Carriage Trails Parkway to the west line extended of Miami County Inlot 352;

Thence, northerly along said west line extended to a northwest corner of Miami County Inlot 352;

Thence, easterly along said north line to the southwest corner of Miami County Inlot 1617 Carriage Trails #17;

Thence, northerly along the west line of said Miami County Inlot 1617 Carriage Trails #17 and continuing northerly to the northwest corner of Miami County Inlot 1607 Carriage Trails #15 (Parcel P48 001651);

Thence, easterly along the north line of said Miami County Inlot 1607 Carriage Trails #15 (Parcel P48 001651) to the southwest corner of a 6.21 acre parcel (Parcel A29 000705);

Thence, northerly along the west line of said 6.21 acre parcel to the centerline of U.S. Route 40;

Thence, easterly along the said centerline of U.S. Route 40 to the northeast corner of a 0.30 acre parcel;

Thence, southerly along the east line of said 0.30 acre parcel to a point in the north line of Inlot 1480 Windbrooke Section #2 (Parcel A29 003400); (Parcel A29 004000);

Thence, easterly several courses along the north line of the following Parcels A29 003400; A29 003600; A29 003700; A29 003800; and A29 003900 to the northeast corner of Parcel A29 003900;

Thence, south along the east line of Parcel A29 003900 to the north property line of Parcel A29 004000;

Thence, easterly along the north property line of Parcels A29 004000; A29 004100 and A29 004200 to the centerline of Senna Street;

Thence, northerly along the west line of said Senna Street to a point in the centerline of U.S. Route 40;

Thence, easterly along the centerline of said U.S. Route 40 to the northeast corner of Inlot 1609;

Thence, southerly along said lot approximately 67 feet to the northern line of the City water tank parcel (Parcel P48 250160);

Thence, continuing east along the north property line of said City water tank Parcel P48 250160 to the eastern property line of said parcel;

Thence, southerly to the southwest corner of Miami County Bethel Township Parcel A01 011510;

Thence, easterly along the southern property line of Parcels A01-011510 and A01 -012400;

Thence, northly along the western property line of Parcels A29-004302 and A29-004300;

Thence, in an easterly direction along the northern property lines of Parcels A29-004300, A29-004304, A29-004312, A29-004314;

Thence, in a westerly direction along the southern property line of Parcel A29-004314 to the intersection of the eastern property line of Parcel A29-004312;

Thence, in a southerly and westerly direction following the eastern property line of Parcel A29-004312;

Thence, in a southerly and easternly direction following the eastern property line of Parcels A29-004306, A29-004308, and A29-004310;

Thence, in a western direction following the southern property line of Parcels A29 -004310, A29-004308, and A29-004302;

Thence, south along the centerline of Tussock Drive to the centerline of Buttonbush Street;

Thence, south several courses along the centerline of Buttonbush Street to a point on the centerline of Lakeside Street;

Thence, south along the centerline of Lakeside Street to the north right of way line of Carriage Trails Parkway;

Thence, easterly along the north line of said Carriage Trails Parkway and its extension to a point in the centerline of Forestedge Street;

Thence, south along the centerline of Forestedge Street to a point in the centerline of Sunset Maple Drive;

Thence, easterly along the centerline of Sunset Maple Drive to a point in the centerline of Willow Oak Drive;

Thence, south along the centerline of Willow Oak Drive to a point in the centerline of Red Buckeye Drive;

Thence, easterly along the centerline of Red Buckeye Drive to a point in the western property line of Parcel P48-000949;

Thence, south following the western property line of Parcel P48-000949 to the place of beginning.

Ward 3.

Situated in the City of Huber Heights, County of Montgomery, State of Ohio and being further bounded and described as follows:

Beginning in the intersection of the centerline of Shull Road and the centerline of Old Troy Pike (State Route 202);

Thence, easterly along Shull Road to the centerline of Eagle Pass Drive;

Thence, south along Eagle Pass Drive to a point in the centerline of Green Knolls Drive;

Thence, easterly several courses, to Schoolgate Drive;

Thence, easterly along the centerline of Schoolgate Drive to the centerline of Rolling Glen Drive;

Thence, southeasterly along the centerline of Rolling Glen Drive to the centerline of Trowbridge Way;

Thence, north several courses along the centerline of Trowbridge Way to a point in the intersection of the centerline of Trowbridge Way and Shull Road;

Thence, easterly on Shull Road to a point in the centerline of Brandt Pike (State Route 201);

Thence, southerly along the centerline of Brandt Pike (State Route 201) including several courses to the centerline midpoint of Interstate 70 and Brandt Pike (State Route 201);

Thence, westerly along the centerline of Interstate 70 to the extended centerline of Selwood Circle and Interstate 70;

Thence, south along the extended centerline of Selwood Circle to the centerline of Serpentine Drive;

Thence, northwesterly along the centerline of Serpentine Drive to a point in the centerline of Stonehurst Drive;

Thence, westerly along Stonehurst Drive to the centerline of Stonecrest Drive;

Thence, south on Stonecrest Drive to the centerline of Summerdale Drive;

Thence, southwesterly on Summerdale Drive to the center point of Sesame Street;

Thence, south on Sesame Street to the centerline of Taylorsville Road;

Thence, west on Taylorsville Road to the centerline of Greydale Drive;

Thence, south on Greydale Drive to centerline of Highbury Road;

Thence, northwesterly on Highbury Road to the centerline of Larcomb Drive;

Thence, southwesterly on Larcomb Drive to the centerline of Montague Street;

Thence, south on Montague Street to the centerline of Leawood Drive;

Thence, west on Leawood Drive to the centerline of Klyemore Drive;

Thence, south on Klyemore Drive to the centerline of Kingsbury Drive;

Thence, west on Kingsbury Drive to the centerline of Kismet Place;

Thence, south on Kismet Place to the centerline of Montague Road;

Thence, south on Montague Road to the centerline of Longford Road;

Thence, west on Longford Road various courses to the centerline of Old Troy Pike (State Route 202);

Thence, north along the centerline of Old Troy Pike (State Route 202) to the centerline of Shull Road being the place of beginning.

Ward 4.

Situated in the City of Huber Heights, County of Montgomery, State of Ohio and being further bounded and described as follows:

Beginning at the intersection of the centerline of Old Troy Pike and the centerline of Longford Road;

Thence, easterly with the centerline of Longford Road along several courses to the centerline of Montague Road;

Thence, northeasterly with the centerline of Montague Road to the centerline of Kismet Place;

Thence, northeasterly with the centerline of Kismet Place to the centerline of Kingsbury Drive;

Thence, easterly with the centerline of Kingsbury Drive to the centerline of Klyemore Drive;

Thence, north along the centerline of Klyemore Drive to a point in the centerline of Leawood Drive;

Thence, easterly on Leawood Drive to the centerline of Montague Road;

Thence, north on Montague Road to a point in the centerline of Larcomb Drive;

Thence, easterly on Larcomb Drive east veering north to Highbury Road;

Thence, southeasterly on the centerline of Highbury Road to the point in the centerline of Greydale Drive;

Thence, north along the centerline of Greydale Drive to centerline of Taylorsville Road;

Thence, easterly along the centerline of Taylorsville Road to a point in the centerline of San Fernando Road;

Thence, south along the centerline of San Fernando Road to a point in the centerline of San Juan Court;

Thence, east along the centerline of San Juan Court to the centerline of Brandt Pike (State Route 201);

Thence, southerly along the centerline of Brandt Pike to the centerline of Fishburg Road;

Thence, westerly along the centerline of Fishburg Road to the centerline of Old Troy Pike (State Route 202);

Thence, northerly along the centerline of Old Troy Pike (State Route 202) to the intersection of Longford Road and the place of beginning.

Ward 5.

Situated in the City of Huber Heights, County of Montgomery, State of Ohio and further bounded and described as follows:

Beginning at the intersection of the centerline of Old Troy Pike (State Route 202) and the centerline of Fishburg Road;

Thence, easterly along the centerline of Fishburg Road to a point in the centerline of Bavaria Place;

Thence, southerly along the centerline of Bavaria Place to a point at the centerline of Botkins Road;

Thence, westerly and southerly along the centerline of Botkins Road to a point at the centerline of Barnard Drive;

Thence, easterly along the centerline of Barnard Drive to a point at the centerline of Shady Oak Street;

Thence, southerly along the centerline of Shady Oak Street to a point at the centerline of Broomall Street;

Thence, southerly along the centerline of Broomall Street to a point at the centerline of Powell Road;

Thence, easterly along the centerline of Powell Road to a point at the centerline of Bellefontaine Road;

Thence, northeasterly along the centerline of Bellefontaine Road to the northeast corner of the Dix Plat;

Thence, southerly, easterly and southerly along several courses in the Dix Plat to the north line of the Pheasant Hill Plat, Section 3;

Thence, westerly along the north line of the Pheasant Hill Plat and the south line of the Dix Plat to a point in the east City limits;

Thence, southerly along the Wayne Apartments Plat and the southerly extension thereof to the northeast corner of a 26.341 acre Globe Products parcel;

Thence, easterly along the north line of the said 26.341 acre parcel to the northeast corner of said parcel;

Thence, southerly with the east line of said Globe Products parcel to the south line of Kittridge Road;

Thence, westerly along the south line of Kittridge Road to the east line of Brandt Pike (State Route 201);

Thence, continuing southerly along the east line of Brandt Pike (State Route 201) to a point in the south line extended of the 88.857 acre Thomas Cloud Park tract;

Thence, westerly with the south line of the said Thomas Cloud Park tract to a point in the north line of Needmore Road and the southwest corner of a point 2.54 acre tract;

Thence, northerly and westerly along several courses to the east line of Northern Circle;

Thence, northerly along the east line of Northern Circle to the southwest corner of a .45 acre tract;

Thence, easterly, northerly and westerly around .45 acre tract to the east line of Northern Circle;

Thence, northerly along the east line of Northern Circle and the west line of the said 88.857 acre Thomas Cloud Park tract and the northern extension thereof to the south line of the Herbert C. Huber Plat No. 30, Section 2;

Thence, westerly along the said south line of the Herbert C. Huber Plat No. 30, Section 2 and Herbert C. Huber No. 30, Section 1 and a 4.43 acre parcel to the centerline of Old Troy Pike (State Route 202);

Thence, northerly with the centerline of Old Troy Pike (State Route 202) along several courses to the centerline of Fishburg Road and the place of beginning.

Ward 6.

Situated in the City of Huber Heights, Counties of Miami and Montgomery, State of Ohio and being further bounded and described as follows:

Beginning at the intersection of the Miami-Montgomery County Line and the Montgomery-Clark County Line in the northeast corner of the City of Huber Heights;

Thence, southerly with the Montgomery-Clark County Line and the Montgomery-Greene County Line to a point in the northeast corner of existing Wayne Township and the centerline of the Mad River;

Thence, southerly along the centerline of the Mad River to the Montgomery-Greene County Line;

Thence, westerly with the Montgomery-Greene County Line and the westerly extension thereof said line being the south line of Fishburg Road to a point at the northeast corner of Lot 14 the Wigger Plat;

Thence, southerly along the east side of Lot 14 to the southeast corner of said Lot 14;

Thence, westerly along the south side of the said Wigger Plat to a point at the centerline of Bellefontaine Road;

Thence, southwesterly along the centerline of Bellefontaine Road to a point at the centerline of Powell Road;

Thence, easterly along the centerline of Powell Road to a point at the centerline of Broomall Street;

Thence, northerly along the centerline of Broomall Street to a point in the centerline of Shady Oak Street;

Thence, east and veering north along the centerline of Shady Oak Street to a point in the centerline of Barnard Drive;

Thence, westerly along Barnard Drive to a point in the centerline of Beecham Drive;

Thence, northerly along the centerline of Beechman Drive to the centerline of Botkins Road;

Thence, northerly along the centerline of Botkins Road to a point in the centerline of Bavaria Place;

Thence, northwesterly along the centerline of Bavaria Place to the centerline of Fishburg Road;

Thence, west on the centerline of Fishburg Road to the centerline of Brandt Pike (State Route 201);

Thence, northerly along the centerline of Brandt Pike including several courses to a point at the intersection of San Juan Court;

Thence, westerly along the centerline of San Juan Court to the centerline of San Fernando Road;

Thence, northerly along the centerline of San Fernando Road to the centerline of Taylorsville Road;

Thence, westerly along the centerline of Taylorsville Road to the centerline of Sesame Street;

Thence, northerly along the centerline of Sesame Street to the centerline of Summerdale Drive;

Thence, easterly along the centerline of Summerdale Drive to the centerline of Shalamar Drive;

Thence, northerly along the centerline of Shalamar Drive to the centerline of Stonecrest Drive;

Thence, northerly along the centerline of Stonecrest Drive to the centerline of Stonehurst Drive;

Thence, easterly along the centerline of Stonehurst Drive along several courses to the centerline of Serpentine Drive;

Thence, northerly and easterly along the centerline of Serpentine Drive along several courses to the centerline of Selwood Circle;

Thence, northerly along the centerline of Selwood Circle and its extension to the centerline of Interstate 70;

Thence, easterly along the centerline of Interstate 70 to the centerline of Brandt Pike (State Route 201);

Thence, northerly along the centerline of Brandt Pike (State Route 201) including several courses to the centerline of Shull Road;

Thence, westerly along the centerline of Shull Road including several courses to the centerline of Deer Chase Drive;

Thence, northerly along the centerline of Deer Chase Drive including several courses to the centerline of Charlesgate Road;

Thence, easterly along the centerline of Charlesgate Road to the centerline of Deer Plains Way;

Thence, northerly along the centerline of Deer Plains Way to the centerline of Deer Meadows Drive;

Thence, westerly and northerly along the centerline of Deer Meadows Drive to the centerline of Trowbridge Way;

Thence, northeasterly along the centerline of Trowbridge Way along several courses to the Miami-Montgomery County Line;

Thence, easterly along the Miami-Montgomery County Line to the extended right of way of the centerline of Elderberry Drive;

Thence, north along the centerline of Elderberry Drive to a point in the centerline of Red Buckeye Drive;

Thence, westerly along the centerline of Red Buckeye Drive to a point on the centerline of Sunset Maple Drive;

Thence, westerly along the centerline of Sunset Maple Drive to a point in the centerline of Forestedge Street;

Thence, north along the centerline of Forestedge Street to the north line of said Carriage Trails Parkway and its extension;

Thence, southeasterly along the centerline of Carriage Trails Parkway to the centerline of Lakeside Street;

Thence, northerly on Lakeside Street to the centerline of Buttonbush Street;

Thence, east veering north along several courses on Buttonbush Street to the centerline of Arrowwood Street;

Thence, east to the centerline of Tussock Drive;

Thence, north, along the extended centerline of Tussock Drive to the southern boundary of a 39 acre parcel (Parcel A01 012300) and north west corner of Parcel P48 002857;

Thence, easterly along the northern property line of Parcel P48 002857 to its northeast corner;

Thence, south along the east boundary of Parcel P48 002857 to the northern line of Parcel P48 000412;

Thence, east along the northern border of Parcel P48 002857 continuing east along the northern boundary of Parcel P48 009332;

Thence, south along the eastern boundary of Parcel P48 009332 to the southeast corner of said parcel;

Thence, west along the south line of said parcel to the southwest corner of said parcel;

Thence, southerly along the eastern boundary of Parcel P48 000412; to the northern right of way of Carriage Trails Parkway and the west right of way of Brandt Pike (State Route 201);

Thence, east to the centerline of Brandt Pike (State Route 201);

Thence, south to the Miami-Montgomery County Line;

Thence, easterly along the Miami-Montgomery County Line to a point in the Miami-Clark County Line and the place of beginning.

Section 2. The City Council hereby approves and adopts the official ward map of Huber Heights, attached hereto as Exhibit A, reflecting the amended ward boundaries. If there are any conflicts between the ward descriptions in Section 105.01 of the Huber Heights Codified Ordinances and the official ward map of Huber Heights, the official ward map of Huber Heights is the controlling document.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:


Clerk of Council

Mayor







Date

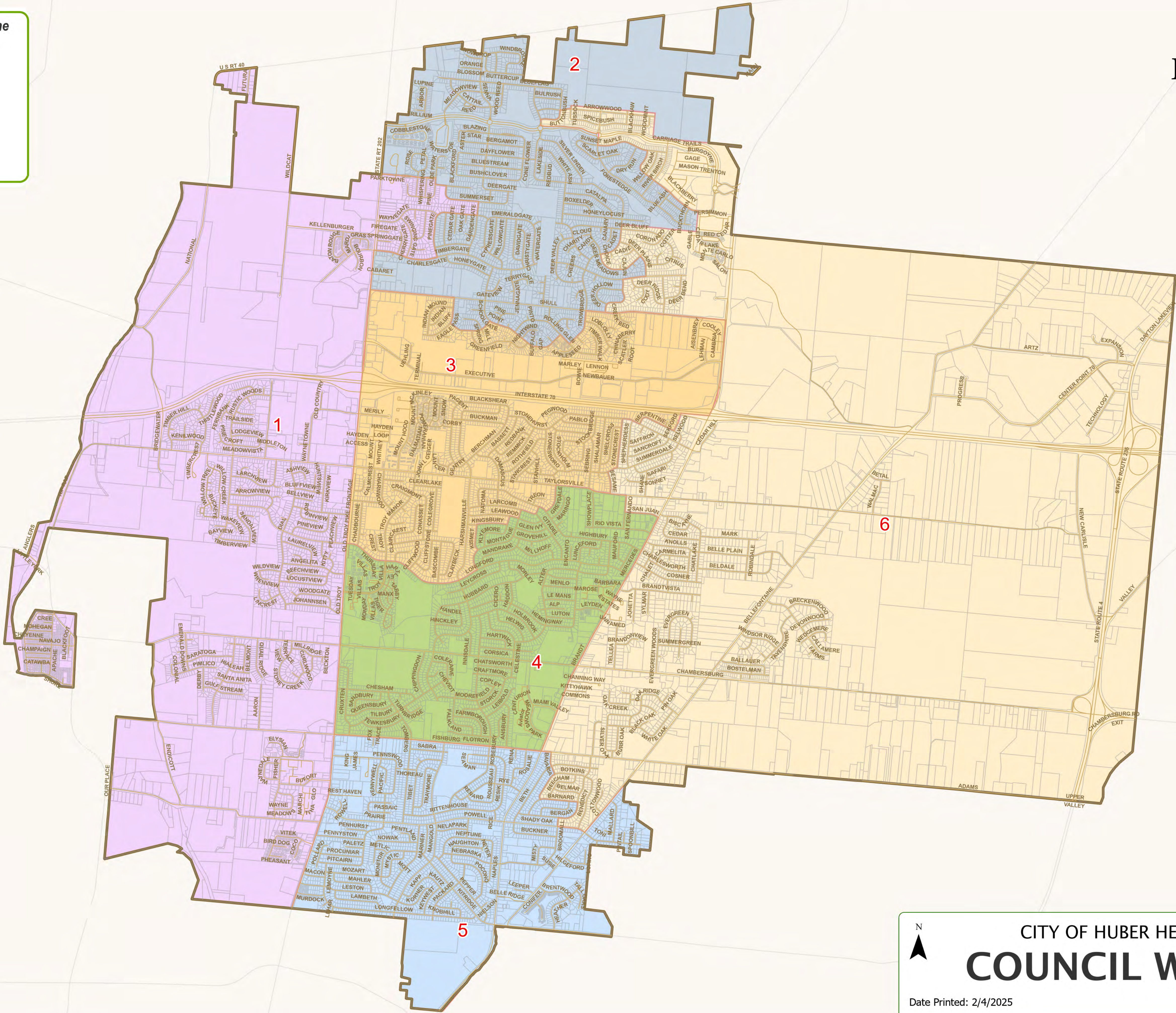
Date

EXHIBIT A

 Huber Heights Corporation Line

Council Ward Boundaries

-  WARD 1
-  WARD 2
-  WARD 3
-  WARD 4
-  WARD 5
-  WARD 6



 N

CITY OF HUBER HEIGHTS

COUNCIL WARDS

Date Printed: 2/4/2025



AI-10738

Topics Of Discussion S.

Council Work Session

Meeting Date: 03/18/2025

City Council Compensation

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/18/2025

Audio-Visual Needs: None **Legal Review:** In Process

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

City Council Compensation

Purpose and Background

This agenda item is to discuss potential changes to City Council compensation. When the compensation for the Mayor and the City Council was last changed in 2019 to ensure a full year of OPERS service credit, the minimum earnable salary was \$660.00 per month. Since that time, the minimum earnable salary has increased to \$734.07 per month in 2025 (see attached Information). The Law Director is preparing legislation for Council consideration to address this issue on an ongoing basis.

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

Information

Service Credit and Contributing Months

Traditional Pension and Combined Plans

You earn contributing service credit when your contributions are remitted to OPERS by your employer and posted to your OPERS account. If contributions are not remitted during a pay period on your behalf, then no service credit is earned for that reporting period. Service credit is accrued based on the month in which your pay period ends.

Under the Traditional Pension and Combined plans, service credit is calculated on a monthly basis, January through December of each year, and is used to determine eligibility for retirement, disability and survivor benefits as well as any potential eligibility for the OPERS health care program.

You cannot receive more than one year of service credit for any calendar year, even if you are employed concurrently in more than one public job in an OPERS-covered position or one covered by another Ohio retirement system. Neither can you receive a full year of service credit if your length of employment or earnings per month indicates less than full-time service, as described below.

Full-time Service Credit for Calculating Pensions

You will receive full-time or a full year of service credit, toward your pension, for each year you contribute at least the full-time minimum of earnable salary during every reporting period that year – meaning the earnable salary for all pay periods ending in a calendar month equals at least the full-time minimum amount representing full-time service credit.

- Earnable salary of more than \$150 per month is considered full-time service credit through Dec. 31, 1984.
- Earnable salary of more than \$250 per month is considered full-time service credit Jan. 1, 1985 through Dec. 31, 2013.

- Earnable salary of more than \$600 per month is considered full-time service credit Jan. 1, 2014 through Dec. 31, 2016.
- Earnable salary of more than \$630 per month is considered full-time service credit Jan. 1, 2017 through Dec. 31, 2017.
- Earnable salary of more than \$660 per month is considered full-time service credit Jan. 1, 2018 through Dec. 31, 2019.

The minimum earnable salary will increase by 1.75 percent each year beginning Jan. 1, 2020, through Dec. 31, 2029.

- Earnable salary of more than \$673.08 per month is considered full-time service credit Jan. 1, 2020 through Dec. 31, 2020.
- Earnable salary of more than \$684.86 per month is considered full-time service credit Jan. 1, 2021 through Dec. 31, 2021.
- Earnable salary of more than \$696.84 per month is considered full-time service credit Jan. 1, 2022 through Dec. 31, 2022.
- Earnable salary of more than \$709.03 per month is considered full-time service credit Jan. 1, 2023 through Dec. 31, 2023.
- Earnable salary of more than \$721.44 per month is considered full-time service credit Jan. 1, 2024 through Dec. 31, 2024.
- Earnable salary of more than \$734.07 per month is considered full-time service credit Jan. 1, 2025 through Dec. 31, 2025.
- Earnable salary of more than \$746.91 per month is considered full-time service credit Jan. 1, 2026 through Dec. 31, 2026.
- Earnable salary of more than \$759.99 per month is considered full-time service credit Jan. 1, 2027 through Dec. 31, 2027.

Service Credit and Contributing Months

Traditional Pension and Combined Plans Continued

- Earnable salary of more than \$773.29 per month is considered full-time service credit Jan. 1, 2028 through Dec. 31, 2028.
- Earnable salary of more than \$786.82 per month is considered full-time service credit Jan. 1, 2029 through Dec. 31, 2029.

Part-time Service Credit for Calculating Pensions

If you work less than 12 months in a year or your earnable salary is less than the amounts listed above, you will receive part-time service credit toward your pension.

Service Credit and the OPERS Health Care Program

All service credit earned and purchased applies toward an increased pension benefit.

As of Jan. 1, 2014, to earn full service credit applicable to eligibility for the OPERS health care program in the Traditional Pension and Combined plans, you must earn a minimum of \$1,000 per month, and only the following service credit types will apply to health care program eligibility:

- Contributing service (which includes plan change service credit)
- Eligible Ohio Retirement System service combined at retirement
- Interrupted military time (USERRA)
- Unreported public service
- Redeposit (refunded/restored) service

Member-Directed Plan

If you are participating in the Member-Directed Plan, you earn contributing months rather than service credit when your contributions are remitted by your employer and posted to your OPERS account. If contributions are not remitted during any reporting period on your behalf, then you will not receive contributing months for that period. Contributions are due from your employer the month following the month in which your pay period ended. It is important to note, contributions are not immediately available to your investment accounts at the point they are deducted from your paycheck.

Employer contributions to your account are vested based on your contributing months of service. One year of participation is defined as 12 contributing months of participation in the plan. The percentage you are vested in your employer contributions determines the amount you are entitled to receive either at refund or when you retire.

The chart below illustrates the years of participation required to vest in all or a portion of the employer contributions made on your behalf:

| Attained Years of Participation | Percentage Vested in Employer Contributions |
|---------------------------------|---|
| Less than 1 year | 0% |
| 1 Year | 20% |
| 2 Years | 40% |
| 3 Years | 60% |
| 4 Years | 80% |
| 5 Years | 100% |