

Notice of Meeting

CITY COUNCIL WORK SESSION

Tuesday, May 16, 2023

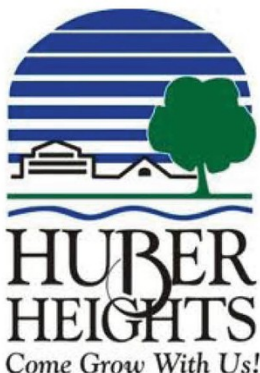
*at or about 6:00 p.m. at City Hall –
Council Chambers – 6131 Taylorsville Road*

Huber Heights Mayor Jeff Gore has scheduled a City Council Work Session to discuss:

- City Manager Report
- Arts And Beautification Commission Update
- 2024 BWC Group Retrospective Rating Program
- Huber Heights YMCA – Sublease Assignment
- Fire Division Staffing Update
- Ohio Police And Fire Pension Fund – Amendment - IAFF
- Disposal Of Surplus Property – Rose Music Center
- 2024-2028 Capital Improvement Plan
- Capital Lease – New Medic – Fire Division
- Capital Lease – Street Sweeper – Public Works Division
- Supplemental Appropriations
- Increase Not To Exceed Amount – Lennon & Company, CPA
- Waiver Of Conflict Of Interest – Simms Development
- CRA Agreement – Simms Development – The Gables
- Water Infrastructure Update
- Heritage Commons Presentation
- Board And Commission Appointment

Please Note:

The meeting will be viewable by the public on live stream available at www.hhoh.org



Distributed – May 11, 2023

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**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

**May 16, 2023
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. May 2, 2023
3. **Work Session Topics Of Discussion**
 - A. City Manager Report
 - B. Arts And Beautification Commission Update
 - C. 2024 BWC Group Retrospective Rating Program
 - D. Huber Heights YMCA - Sublease Assignment
 - E. Fire Division Staffing Update
 - F. Ohio Police And Fire Pension Fund - Amendment - IAFF

- G. Disposal Of Surplus Property - Rose Music Center
- H. 2024-2028 Capital Improvement Plan
- I. Capital Lease - New Medic - Fire Division
- J. Capital Lease - Street Sweeper - Public Works Division
- K. Supplemental Appropriations
- L. Increase Not To Exceed Amount - Lennon & Company, CPA
- M. Waiver Of Conflict Of Interest - Simms Development
- N. CRA Agreement - Simms Development - The Gables
- O. Water Infrastructure Update
- P. Heritage Commons Presentation
- Q. Board And Commission Appointments
 - * Military And Veterans Commission - Appointment

4. **Adjournment**

**CITY OF HUBER HEIGHTS
STATE OF OHIO**

Council Work Session Meeting Minutes

Name of Body: Council Work Session

Date: May 16, 2023

Time: 6:00 P.M.

Place: City Hall – 6131 Taylorsville Road – Council Chambers

Members Present:

Kathleen Baker, Councilmember
Nancy Byrge, Councilmember
Mark Campbell, Councilmember
Anita Kitchen, Councilmember
Ed Lyons, Councilmember
Glenn Otto, Councilmember
Don Webb, Councilmember

Guests Present:

City Staff Present: Jim Bell, Bryan Chodkowski, Katie Wahl, and Karen Powell.

Topics of Discussion:

- City Manager Report
- Arts And Beautification Commission Update
- 2023 BWC Group Retrospective Rating Program
- Huber Heights YMCA – Sublease Assignment
- Fire Division Staffing Update

- Ohio Police And Fire Pension Fund – Amendment – IAFF
- Disposal Of Surplus Property – Rose Music Center
- 2024-2028 Capital Improvement Plan
- Capital Lease – New Medic – Fire Division
- Capital Lease – New Street Sweeper – Public Works Division
- Supplemental Appropriations
- Increase Not To Exceed Amount – Lennon & Company, CPA
- Waiver Of Conflict Of Interest – Simms Development
- CRA Agreement – Simms Development – The Gables
- Water Infrastructure Update
- Heritage Commons Presentation
- Board And Commission Appointments

1. **Call Meeting To Order/Roll Call**

Vice Mayor Kathleen Baker convened the Council Work Session at 6:01 P.M.

Karen Powell took Roll Call.

2. **Approval of Minutes**

The following minutes were approved unanimously at the beginning of this meeting:

- May 2, 2023

There were no changes or corrections to these minutes as submitted.

This Council Work Session was recorded by the City and the recording of this meeting will be posted to the City's website and will also be

maintained by the City consistent with the City's records retention schedule.

3. **Work Session Topics Of Discussion**

Nancy Byrge made a motion to amend the meeting agenda to remove Item 3-P – Heritage Commons Presentation from the meeting agenda. Mark Campbell seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, and Ms. Baker voted yea; none voted nay. The motion passed 7-0.

City Manager Report

Bryan Chodkowski said the Bowser-Morner soil composition report commissioned by the City is complete and the summary of the report as well as the full report is available on the City's website. He said the report indicates the soil samples from the soil borings are consistent with the soil properties and classifications in the soil survey of the U.S. Department of Agriculture Soil Conservation Service for Montgomery County, Ohio. He said he wanted to follow up on a request from the City Council regarding the use of overtime in the Police Division through May 15, 2023. He said review of overtime in the Police Division back to 2013 found that current overtime expense is \$216,716; the highest overtime expense in that period occurred in 2016 at \$424,024; the lowest overtime expense in that period occurred in 2019 at \$281,899; and the average annual overtime expense \$340,942. He said the City has ceased accepting new reservations at the Huber Heights Community Center effective September 5, 2023 in advance of facility improvements expected to commence in October, 2023. He said all individuals with existing reservations at the Huber Heights Community Center between September 5, 2023 and December 31, 2023 will be notified of the planned renovations and will have the reservations cancelled and the deposits refunded. He confirmed the sale of 17.6 acres of the former Lehman Farm yesterday netted the City proceeds of \$2,085,000. He said this sale along with the pending sale of 1.5 acres of land to Sheetz for \$1,500,000 represents 95% of the return on the initial investment in purchasing and acquiring the Lehman Farm property consisting of 52 acres.

Arts And Beautification Commission Update

Shannon Teague, Chair of the Arts and Beautification Commission, distributed information regarding an update on the Arts and Beautification Commission (see attached).

The City Council posed questions to the members of the Arts and Beautification Commission and expressed appreciation for the work of the Arts and Beautification Commission.

2023 BWC Group Retrospective Rating Program

Bryan Chodkowski distributed information and proposed legislation to authorize participation in the Ohio Association Of Public Treasurers 2024 Workers' Compensation Group Retrospective Program (see attached). He said the City has been invited to join the Bureau of Workers' Compensation's (BWC) Group Retrospective Rating Program through the Ohio Association of Public Treasurers Retro Group for the 2024 policy year. He said this legislation authorizes agreements with the Ohio Public Treasurer's Retrospective Group for policy year 2024 and with Sedgwick to continue as the City's Third Party Administrator (TPA) in order to assist in controlling the City's exposure to risk and potentially reducing BWC premiums.

After discussion, the City Council agreed to recommend approval of the proposed legislation to authorize participation in the Ohio Association Of Public Treasurers 2024 Workers' Compensation Group Retrospective Program and requested that the proposed legislation be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the legislation at the May 22, 2023 City Council Meeting.

Huber Heights YMCA – Sublease Assignment

Bryan Chodkowski distributed information and proposed legislation to consent to a sublease of the Huber Heights YMCA property (see attached). He said per the terms and conditions of the City's 99-year ground lease with the YMCA, the YMCA has the right to sublease its spaces to other users with the City's consent. He said the YMCA currently sublets space for use as a dialysis center to Bio-Medical

Applications of Ohio, Inc; to which the City previously consented. He said Bio-Medical Applications of Ohio's parent company now wishes to sublease the same space to The Ohio State University to operate the same dialysis center. He said this proposed legislation represents the City's consent for the change of the subleases.

After discussion, the City Council agreed to recommend approval of the proposed legislation to consent to a sublease of the YMCA property and requested that the proposed legislation be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the legislation at the May 22, 2023 City Council Meeting.

Fire Division Staffing Update

Bryan Chodkowski distributed information regarding an update on Fire Division staffing (see attached). He also distributed an updated spreadsheet regarding an update on Fire Division staffing (see attached). He reviewed the updated spreadsheet and he said the spreadsheet will continue to be updated for each Council Work Session.

The City Council posed questions to Bryan Chodkowski about the Fire Division Staffing Update spreadsheet.

Ohio Police And Fire Pension Fund – Amendment – IAFF

Bryan Chodkowski distributed information and proposed legislation to amend the “pick up” portion of the statutorily required contribution to the Ohio Police and Fire Pension Fund for members of the Huber Heights Fire Division (see attached). He said, in the collective bargaining agreement negotiations with the City for the contract term of January 1, 2023 through December 31, 2025, IAFF Local 2926 agreed to forego the City's 1% pick-up of the required pension contribution in exchange for a 0.75% additional wage increase. Based on provisions of the Ohio Administrative Code, he said the Ohio Police and Fire Pension Fund requires the City adopt this legislation.

After discussion, the City Council agreed to recommend approval of the proposed legislation to amend the “pick up” portion of the statutorily

required contribution to the Ohio Police and Fire Pension Fund for members of the Huber Heights Fire Division and requested that the proposed legislation be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the legislation at the May 22, 2023 City Council Meeting.

Disposal Of Surplus Property – Rose Music Center

Bryan Chodkowski distributed information and proposed legislation to authorize disposal of surplus property at the Rose Music Center (see attached). He said through its operation of the Rose Music Center on behalf of the City, MEMI has identified equipment original to the facility which is no longer being utilized in the operation of the Rose Music Center. He said MEMI has offered to purchase this underutilized equipment from the Rose Music Center. He said this legislation would declare the equipment in question as surplus and authorize its sale to MEMI. He said the proceeds from this sale would be reinvested in the Rose Music Center through the course of this concert season.

After discussion, the City Council agreed to recommend approval of the proposed legislation to authorize disposal of surplus property at the Rose Music Center and requested that the proposed legislation be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the legislation at the May 22, 2023 City Council Meeting.

2024-2028 Capital Improvement Plan

Jim Bell distributed information and proposed legislation to adopt the 2024-2028 Capital Improvement Plan (CIP) (see attached). He said the draft of the CIP has been reviewed by all of the City Department/ Division Heads. He said the CIP is approved in advance of the 2024 Tax Budget and the 2024 City Budget processes. He said if the City Council had any input or feedback into the CIP, that input or feedback could be shared with the City Manager.

After discussion, the City Council agreed to recommend additional discussion of this agenda item regarding the 2024-2028 Capital Improvement Plan at the June 6, 2023 Council Work Session.

Capital Lease – New Medic – Fire Division

Jim Bell distributed information and proposed legislation to authorize a master lease-purchase agreement for a new medic for the Fire Division (see attached). He said the Fire Division has been notified that the new medic ordered in 2021 will be ready for delivery the first week of July, 2023. He said City Staff recommend that the City enter into a capital lease for the purchase of the new medic. He said seven timely proposals were received by the Finance Department. He said City Staff recommend the lowest and best proposal for a five-year lease with an interest rate of 4.34% and variable declining semi-annual payments of no more than \$32,218.55, and a total financing of \$296,596.00 from Cogent Leasing & Financing, Inc. be approved. He said all of the documents have been thoroughly reviewed by an attorney at Squire Patton Boggs as bond counsel for the City. Due to delivery in early July, 2023, and financing that is only guaranteed until June 5, 2023, he said City Staff request that the second reading of this legislation be waived at the May 22, 2023 City Council Meeting, with an emergency clause, so the legislation can be effective immediately.

After discussion, the City Council agreed to recommend that the proposed legislation to authorize a master lease-purchase agreement for a new medic for the Fire Division be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as emergency legislation with the waiving of the second reading and adoption of the proposed legislation at the May 22, 2023 City Council Meeting.

Capital Lease – New Street Sweeper – Public Works Division

Jim Bell distributed information and proposed legislation to authorize a master lease-purchase agreement for a new street sweeper for the Public Works Division (see attached). He said the Public Works Division has been notified that the new street sweeper ordered in 20233 will be ready for delivery in the next 2-3 weeks. He said City Staff recommend that the City enter into a capital lease for the purchase of the street sweeper. He said six timely proposals were received by the Finance Department. He said City Staff recommend the lowest and best proposal for a 7-year lease with an interest rate of 4.34% and semi-annual payments of \$28,191.69 from Cogent Leasing & Financing, Inc. be approved. He said all of the documents have been thoroughly reviewed

by an attorney at Squire Patton Boggs as bond counsel for the City. Due to delivery in the next 2-3 weeks, and financing that is only guaranteed until June 5, 2023, he said City Staff request that the second reading of this legislation be waived at the May 22, 2023 City Council Meeting, with an emergency clause, so the legislation can be effective immediately.

After discussion, the City Council agreed to recommend that the proposed legislation to authorize a master lease-purchase agreement for a new street sweeper for the Public Works Division be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as emergency legislation with the waiving of the second reading and adoption of the proposed legislation at the May 22, 2023 City Council Meeting.

Supplemental Appropriations

Jim Bell distributed information and proposed legislation to approve various supplemental appropriations for 2023 (see attached). He reviewed the supplemental appropriations including:

- \$80,000 for Merily Way traffic study.
- \$23,940 for temporary staffing services for the Accounting Division of the Finance Department, matched with a reduction in budgeted salary expenses for unfilled positions.
- \$41,180 for temporary staffing services for the Tax Division of the Finance Department, matched with a reduction in budgeted salary expenses for unfilled positions.
- \$5,000 for additional professional services to be provided by Lennon & Company, CPA.

After discussion, the City Council agreed to recommend that the proposed legislation to approve various supplemental appropriations for 2023 be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with the waiving of the second reading and adoption of the proposed legislation at the May 22, 2023 City Council Meeting.

Increase Not To Exceed Amount – Lennon & Company, CPA

Jim Bell distributed information and proposed legislation to increase the not to exceed amount for Lennon & Company, CPA for additional professional services for the Finance Department for 2023 (see attached). He said City Staff request the not to exceed spending limit of \$25,000 be increased to \$30,000 for additional professional services provided by Lennon & Company, CPA in preparation of the City's Annual Comprehensive Financial Report.

After discussion, the City Council agreed to recommend approval of the proposed legislation to increase the not to exceed amount for Lennon & Company, CPA for additional professional services for the Finance Department for 2023 and requested that the proposed legislation be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the legislation at the May 22, 2023 City Council Meeting.

Waiver Of Conflict Of Interest – Simms Development

Bryan Chodkowski distributed information and proposed legislation to authorize the execution of a waiver of potential conflict for a CRA agreement between the City and Charles V. Simms Development Corporation/Simms The Gables Of HH, Ltd. For The Gables Development (see attached). He said the City desires to ensure that its citizens are provided with a variety of appropriate and desirable housing options and Charles Simms Development intends to construct and sell owner-occupied housing units on previously undeveloped land immediately north of the Fairways condominium project on Brandt Pike. He said this project site is located within Community Reinvestment Area #7 which provides an opportunity for the City and Simms Development to negotiate an economic development agreement. However, he said both the City and Simms Development employ the firm of Pickrel, Schaeffer & Ebeling for general legal counsel which presents a potential conflict. As both parties have agreed to general terms on incentives, he said the City and Simms Development must formally agree to waive any potential conflict between the parties;

After discussion, the City Council agreed to recommend approval of the proposed legislation to authorize the execution of a waiver of potential

conflict for a CRA agreement between the City and Charles V. Simms Development Corporation/Simms The Gables Of HH, Ltd. For The Gables Development and requested that the proposed legislation be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the legislation at the May 22, 2023 City Council Meeting.

CRA Agreement – Simms Development – The Gables

Bryan Chodkowski distributed information and proposed legislation to authorize a CRA agreement with Charles V. Simms Development Corporation (see attached). He said the City created Community Reinvestment Area #7 for the purpose of encouraging economic development activity. He said the parcels for The Gables Development are located within CRA #7. He said Charles Simms Development intends to construct 74 owner-occupied condominium homes with an initial estimated investment of \$27,750,000.00. Absent any economic development agreement, he said the City is estimated to earn approximately \$1,138,854.27 in property tax from this project over the next 30 years. He said Charles Simms Development seeks to enter into an economic development agreement with the City that is estimated to generate approximately \$5,630,285.13 in net revenues to the City. He said this legislation authorizes the City Manager to execute said economic development agreement.

After discussion, the City Council agreed to recommend approval of the proposed legislation to authorize a CRA agreement with Charles V. Simms Development Corporation and requested that the proposed legislation be placed on the agenda at the May 22, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the legislation at the May 22, 2023 City Council Meeting.

Water Infrastructure Update

Bryan Chodkowski distributed information regarding an update on the City's water infrastructure (see attached). He reviewed the spreadsheet and he said the spreadsheet will continue to be updated for each Council Work Session.

The City Council posed questions to Bryan Chodkowski about the Water Infrastructure Update spreadsheet.

Heritage Commons Presentation

The City Council amended the meeting agenda to remove this agenda item from the meeting agenda; therefore, this agenda item was not discussed at the Council Work Session.

Vice Mayor Kathleen Baker said this agenda item would be discussed in Executive Session at the end of the meeting.

Board And Commission Appointments

Karen Powell distributed information regarding an appointment to the Military and Veterans Commission (see attached). She said it was the recommendation of the City's interview panel to appoint Thomas Underwood to the Military and Veterans Commission for a term ending December 31, 2024. She said a background check was completed on Mr. Underwood by Human Resources.

After discussion, the City Council agreed to recommend approval of the appointment of Thomas Underwood to the Military and Veterans Commission for a term ending December 31, 2024 and requested that the motion be placed on the agenda for approval at the May 22, 2023 City Council Meeting.

Executive Session – For Discussions With An Attorney For The City Concerning Disputes That Are The Subject Of Pending Or Imminent Court Action

Nancy Byrge made a motion to go into Executive Session for discussions with an attorney for the City concerning disputes that are the subject of pending or imminent court action at 6:41 P.M. Don Webb seconded the motion. On a call of the vote, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passed 7-0. The Council Work Session went into Executive Session at 6:41 P.M.

The Council Work Session adjourned from Executive Session at 7:04 P.M.

There were no other actions taken or decisions made by the City Council following the Executive Session.

Other Business

There was no other business conducted at the Council Work Session.

4. **Adjournment**

Vice Mayor Kathleen Baker adjourned the Council Work Session at 7:04 P.M.

AI-9232

Topics of Discussion **B.**

Council Work Session

Meeting Date: 05/16/2023

Arts And Beautification Commission Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/16/2023

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

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

Agenda Item Description or Legislation Title

Arts And Beautification Commission Update

Purpose and Background

Representatives of the Arts and Beautification Commission will give an update presentation on the activities and work of the Arts and Beautification Commission.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-9221

Topics of Discussion C.

Council Work Session

Meeting Date: 05/16/2023

2024 BWC Group Retrospective Rating Program

Submitted By: Katie Knisley

Department: Human Resources

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/16/2023

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

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

Agenda Item Description or Legislation Title

2024 BWC Group Retrospective Rating Program

Purpose and Background

The City has been invited to join the BWC's Group Retrospective Rating Program through the Ohio Association of Public Treasurers Retro Group for the 2024 policy year. In this program, the premium is paid up front and claims during the policy year are surveyed for cost at 12, 24 and 36 months, then the difference between those costs and the premium will determine the amount of rebate the City will receive. This legislation authorizes the City Manager to enter into agreements with the Ohio Public Treasurer's Retrospective Group for policy year 2024 and with Sedgwick to continue as the City's TPA in order to assist in controlling the City's exposure to risk and potentially reducing BWC premiums.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$209,032

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

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

Financial Implications:

The fee for Sedgwick is \$7,845 and the estimated premium cost for 2024 is \$209,032

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE OHIO ASSOCIATION OF PUBLIC TREASURERS 2024 WORKERS’ COMPENSATION GROUP RETROSPECTIVE PROGRAM ADMINISTERED BY SEDGWICK.

WHEREAS, the City of Huber Heights has determined it is in the best interest of the City to participate in a workers’ compensation group retrospective rating program in order to control the City’s risk exposure while potentially reducing workers’ compensation premiums; and

WHEREAS, the City of Huber Heights has been invited to participate in the Ohio Association of Public Treasurers 2024 Workers’ Compensation Group Retrospective Rating Program.

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

Section 1. The City Manager is hereby authorized to participate in the Ohio Association of Public Treasurers Workers’ Compensation Group Retrospective Rating Program and to enter into the necessary agreements with the Ohio Public Treasurers and to continue with its third-party administrator, Sedgwick, to participate in said group retrospective rating program with the Ohio BWC.

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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9220

Topics of Discussion D.

Council Work Session

Meeting Date: 05/16/2023

Huber Heights YMCA - Sublease Assignment

Submitted By: Bryan Chodkowski

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/16/2023

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

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

Agenda Item Description or Legislation Title

Huber Heights YMCA - Sublease Assignment

Purpose and Background

Per Ordinance No. 2004-O-1480 which spells out the terms and conditions of the City's 99-year ground lease with the YMCA, the YMCA has the right to sublease its spaces to other users with the City's consent. Presently, the YMCA sublets space for use as a dialysis center to Bio-Medical Applications of Ohio, Inc; to which the City previously consented. Through the course of various business transactions, Bio-Medical Applications of Ohio's parent company, Fresenius Medical Care Centerville Home, LLC, wishes to now sublease the same space to The Ohio State University to operate the same dialysis center. This proposed legislation represents the City's consent for the change of subleases.

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. 2023-R-

CONSENTING TO A SUBLEASE OF THE YMCA PROPERTY.

WHEREAS, the City leased certain real property located at 7521 Shull Road, Huber Heights, Montgomery County, Ohio to the Young Men's Christian Association of Greater Dayton, aka YMCA of Dayton, Ohio (the "YMCA") pursuant to an Agreement of Lease (as amended, the "Land Lease") dated March 23, 2004 which lease provided that the City is to consent to future subleases; and

WHEREAS, the YMCA constructed a building on the leased property and leased approximately 15,932 square feet of space in the building (the "Leased Premises") to Kettering Adventist Healthcare "Kettering"), as tenant pursuant to a Lease Agreement dated April 9, 2004; and

WHEREAS, Kettering subleased the Leased Premises to Dayton Regional Dialysis, Inc. ("Dayton Regional") pursuant to a sublease agreement dated October 27, 2004; and

WHEREAS, Dayton Regional has sold the dialysis clinic operating in the Leased Premises to Bio-Medical Applications of Ohio, Inc. ("BMA"), an affiliate of Fresenius Medical Care North America, which is the largest dialysis services provider in the world; and

WHEREAS, in connection with the sale to BMA, Dayton Regional assigned the lease to BMA pursuant to an Assignment and Assumption of Sublease dated December 29, 2010, between Dayton Regional, BMA, Kettering and the YMCA; and

WHEREAS, Fresenius Medical Care Centerville Home, LLC, as successor-in-interest to BMA wishes to sublease the Leased Premises to The Ohio State University, an instrumentality of the State of Ohio and an educational institution created under Ohio law, on behalf of Wexner Medical Center Comprehensive Transplant Center.

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

Section 1. The City hereby (i) acknowledges and ratifies its prior consent to the Prime Lease, and (ii) acknowledges that its prior consent to all subleases and assignments which predate this legislation.

Section 2. This Resolution hereby provides the City's consent to the Sublease Agreement (the "Sublease Agreement") between Fresenius Medical Care Centerville Home, LLC and The Ohio State University on behalf of Wexner Medical Center Comprehensive Transplant Center which is attached hereto as Exhibit A.

Section 3. The City Manager is hereby authorized and directed to sign consent of the Sublease Agreement.

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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT (the “**Sub-Sublease**”) is made as of the last date of signature on the signature page and is effective as of May 15, 2023 (the “**Effective Date**”) between Fresenius Medical Care Centerville Home, LLC , as successor-in-interest to Bio-Medical Applications of Ohio, Inc. (hereinafter called “**Sub-Sublessor**”), and The Ohio State University, an instrumentality of the State of Ohio and an educational institution created under Ohio law, on behalf of Wexner Medical Center Comprehensive Transplant Center (hereinafter called “**Sub-Sublessee**”) upon the following circumstances:

RECITALS

 WHEREAS, Kettering Adventist Healthcare (the “**Sublessor**”) and YMCA of Dayton, Ohio (“**Master Lessor**”) entered into a written Lease Agreement (“**Prime Lease**”) dated April 9, 2004 for certain property containing approximately 15,000 square feet located at 7251 Shull Road, Huber Heights, Ohio (the “**Premises**”)

WHEREAS, Sublessor and Sub-Sublessor entered into a Lease Agreement dated October 27, 2004, as amended, (the “**Prime Sublease**”) for the Premises; and

WHEREAS, the Prime Lease and Prime Sublease require the consent of the Master Lessor, Sublessor and the City of Huber Heights to this Sub-Sublease to Sub-Sublessee, which consents are attached hereto as **Exhibit “B”**;

WHEREAS Sub-Sublessor is desirous of subleasing a portion of the Premises to Sub-Sublessee and Sub-Sublessee is desirous of subleasing a portion of the Premises from Sub-Sublessor, under such terms and conditions as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutual agree, and intend to be legally bound, as follows:

1. Sub-Subleased Premises. Sub-Sublessor, in consideration of the rents and covenants hereinafter set forth, does hereby demise, let and lease to Sub-Sublessee, and Sub-Sublessee does hereby hire, take and lease from Sub-Sublessor, on the terms and conditions hereinafter set forth, approximately 220 rentable square feet (200 usable square feet) of space in the Premises as more fully described in **Exhibit “A”** attached hereto and made a part hereof by reference (the “**Sub-Subleased Premises**”).

2. Term. The Term of this Sub-Sublease shall commence on the Effective Date and shall expire on the earlier of a) July 31, 2025 or b) the termination date of the Prime Sublease, unless sooner terminated pursuant to the terms of this Sub-Sublease. At any time after the date which is one (1) year from the Effective Date, either party may terminate this Sub-Sublease without penalty upon ninety (90) days’ written notice to the other party. In the event of early termination, Sub-sublessee will receive prorated funds for the difference between early termination date and July 31, 2025.**3. Usage of Sub-Subleased Premises.** The Sub-Subleased Premises may be used by Sub-Sublessee during the following times:

Space may be used the third Thursday of each month from 8:00am to 5:00pm

4. Rent. During the Term of this Sub-Sublease, Sub-Sublessee shall pay to Sublessor as Rent the sum of \$1,138.50 per year, paid annually, with the first payment due on or before the Effective Date, and each subsequent payment due on or before the anniversary of the Effective Date. If the Effective Date is prior to the date of execution of the Sub-Sublease, the first Rent payment, including, but not limited to, all past due Rent, shall be due within ten (10) days after execution of the Sub-Sublease. Rent shall increase each year during the Term of this Sub-Sublease by 3%.

Rent payments, including the first Rent payment, shall be remitted to Sub-Sublessor at the following address on or before the due date:

Fresenius Medical Care
Bio-Medical Applications
P.O. Box 101518
Atlanta, GA 30392

or at such other place that Sublessor may from time to time designate in writing.

The Sub-Sublessee agrees to pay 0% of Sub-Sublessor's charges for utilities, insurance and common area maintenance expenses, operating expenses, real estate taxes, repairs, capital improvements, internet, copier fee, janitorial services, parking. The parties hereto agree that the percentage noted above in this Section is 0% because the rental rate is a "gross" rental rate and, therefore, is inclusive of all costs and expenses described in this section.

5. Permitted Use. The Sub-Subleased Premises may be used by Sub-Sublessee for medical office uses and for the examination of Sub-Sublessee's patients, provided that such examination is undertaken solely as part of Sub-Sublessee's medical practice.

6. Condition and Acceptance of Sub-Subleased Premises. Sub-Sublessee shall accept possession of the Sub-Subleased Premises in their "as is" condition existing as of the Effective Date. Sub-Sublessee's occupancy of the Sub-Subleased Premises shall be conclusive evidence of Sub-Sublessee's acceptance of all improvements constituting the Sub-Subleased Premises.

7. Default. Sub-Sublessee's failure to perform or observe any term, provision, covenant, agreement or condition of this Sub-Sublease shall constitute an event of default. Upon the occurrence of any event of default, Sub-Sublessor may terminate Sublessee's right to possession of the Sub-Subleased Premises by giving written notice to Sub-Sublessee and recover from Sub-Sublessee the following sums:

(i) unpaid rent and other charges that had been earned or owed to Sub-Sublessor at the time of termination of this Sub-Sublease

8. Holding Over. Any holding over of the Sub-Subleased Premises by Sublessee shall only be permitted with the prior written consent of both Sub-Sublessor, Sublessor, and Master Lessor.

9. Subleasing and Assignment. Sub-Sublessee shall not sell, assign, hypothecate, pledge, further sublease or otherwise transfer this Sublease without the prior written consent of Sub-Sublessor, Sublessor, and Master Lessor, which may be granted or withheld for any reason in their absolute and sole discretion.

10. *Compliance With Laws.* Sub-Sublessee shall comply with all applicable statutes, laws, ordinances, regulations, rules, or orders of any governmental or quasi-governmental entity, body, agency, commission, board, or official applicable to the Premises and/or Sub-Sublessee's use thereof.

Sub-Sublessor and Sub-Sublessee agree that any benefits bestowed upon either party hereto do not require, are not in payment for, and are not in any way contingent upon the referral (as that term is defined in 42 U.S.C. Section 1395(nn) or 42 U.S.C. Section 1320a-7(b)) or admission of, or any other arrangement for the provision of, any item or service offered by either Sub-Sublessor or Sub-Sublessee in any facility or health care operation controlled, owned, managed or operated by either Sub-Sublessor or Sublessee. The terms of this Sub-Sublease set forth herein have been negotiated in good faith through arms-length bargaining, represent a fair market value transaction, have not been determined in a manner that takes into account (directly or indirectly) the value or volume of any referrals and are commercially reasonable even if no referral were made between the parties.

11. *Responsibility.* Subject to the state debt and appropriation provisions of the Ohio Constitution, Article II, §22, Article VIII §§ 1-4, Ohio Revised Code Chapter 2743, Ohio Revised Code §126.07, §131.33 and §3345.40, Sublessee shall be responsible for any claims, liability, loss, damage, or expenses resulting from Sublessee's occupancy and use of the Sub-Subleased Premises, except those claims, liabilities, losses, damages or expenses caused by Sub-Sublessor's, Sublessor's, or Master Lessor's gross negligence.

12. *Subordination to Prime Lease.* Without the necessity of any additional document being executed by Sublessee for the purpose of effecting a subordination, this Sub-Sublease shall at all times be subject and subordinate to the Sublease and the Prime Lease. Sub-Sublessor and Sub-Sublessee shall at all times during the term of this Sub-Sublease, comply with the terms of the Prime Lease that affect Sub-Sublessee's use of the Premises, subject to the specific terms hereof.

13. *Notice.* All notices under this Sub-Sublease shall be made in writing and sent by prepaid certified mail with return receipt requested or by a nationally recognized overnight delivery service (e.g. Federal Express, DHL, United Parcel Service) with charges prepaid or charged to the sender's account and sent to the following addresses:

If to Sub-Sublessor: Fresenius Medical Care North America
Reservoir Woods
920 Winter Street
Waltham, MA 02451- 1457
Attention: Transaction Management

If to Sub-Sublessee: The Ohio State University
Planning, Architecture and Real Estate
1534 N. High Street
Columbus, OH 43201
Attn: Lease Administrator

With a Copy to: The Ohio State University
on behalf of Wexner Medical Center –
Comprehensive Transplant Center
395 W. 12th Avenue, First Floor
Columbus, OH 43210
Attn: Administrator

All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its notice address by giving the other party thirty (30) days prior written notice of the change in any manner permitted by this Section.

14. *Amendments.* No amendment, change or modification of this Sub-Sublease shall be valid and binding unless such amendment, change or modification is reflected in a fully executed written agreement.

15. *Governing Law.* This Sub-Sublease shall be governed by the laws of the state where the Premises are located.

16. *Shared Values.* As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Sub-Sublessor upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regards to anti-bribery and anti-corruption. Sub-Sublessor upholds these values in its own operations, as well as in its relationships with business partners. Sub-Sublessor's continued success and reputation depends on a common commitment to act accordingly. Together with Sub-Sublessee, Sub-Sublessor is committed to uphold these fundamental values by adherence to applicable laws and regulations.

17. *Signage.* Sub-sublessee shall be permitted to post temporary wayfinding signage on the third Thursday of each month.

18. *Counterparts.* This Sublease may be executed in one or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. *Incorporation of Recitals.* The Recitals portion of this Sub-Sublease is hereby incorporated by this reference to the same extent and as fully as though it were here rewritten in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year last written below.

SUB-SUBLESSOR:

Fresenius Medical Care Centerville Home, LLC

Name: Foster Ball
Title: Director, Real Estate Transaction Management
Date:

SUB-SUBLESSEE:

The Ohio State University
on behalf of Wexner Medical Center
Comprehensive Transplant Center

Name: Amanda Hoffsis
Title: Vice President of Planning, Architecture and Real
Estate
Date:

Exhibit "A"
Premises

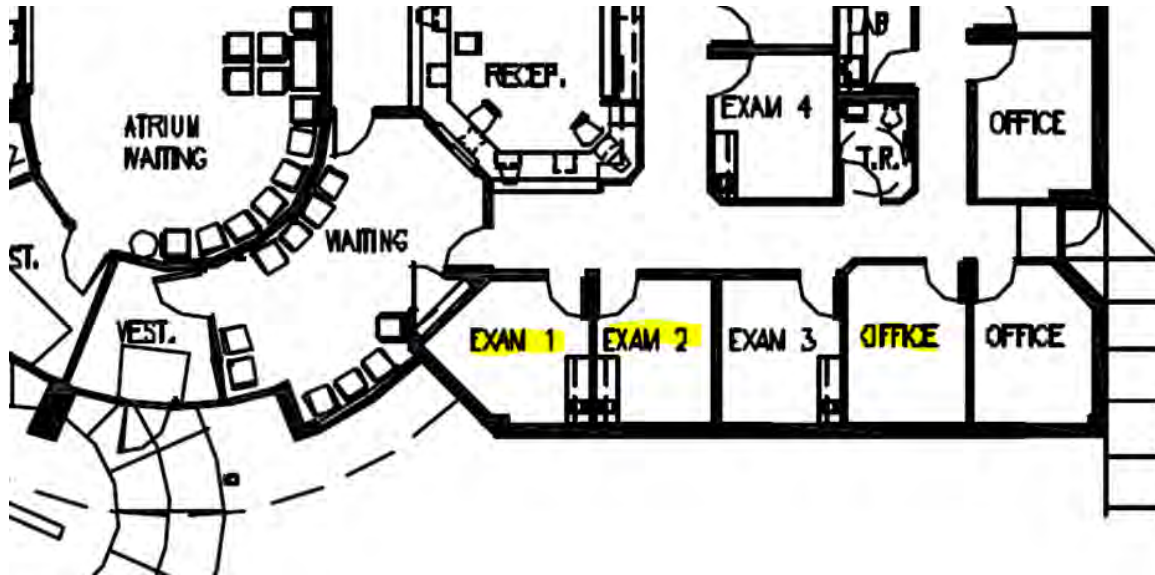


EXHIBIT "B"

CONSENT OF SUBLESSOR

Sublessor hereby gives its consent to the Sub-Sublease between Fresenius Medical Care Centerville Home, LLC and The Ohio State University on behalf of Wexner Medical Center Comprehensive Transplant Center. This consent in no way modifies the provisions of the Prime Sublease or releases the Sub-Sublessor from its obligations or responsibilities under the Prime Sublease.

SUBLESSOR:

Kettering Adventist Healthcare

Name:

Title:

Date:

EXHIBIT “B (con’t)

CONSENT OF MASTER LESSOR

Master Lessor hereby gives its consent to the Sub-Sublease between Fresenius Medical Care Centerville Home, LLC and The Ohio State University on behalf of Wexner Medical Center Comprehensive Transplant Center. This consent in no way modifies the provisions of the Prime Lease or releases the Sub-Sublessor from its obligations or responsibilities under the Prime Lease.

MASTER LESSOR:

YMCA of Dayton, Ohio

Name:

Title:

Date:

EXHIBIT “B (con’t)

CONSENT OF THE CITY OF HUBER HEIGHTS

The City of Huber Heights hereby gives its consent to the Sub-Sublease between Fresenius Medical Care Centerville Home, LLC and The Ohio State University on behalf of Wexner Medical Center Comprehensive Transplant Center.

MASTER LESSOR:

The City of Huber Heights

Name:

Title:

Date:

AI-9229

Topics of Discussion E.

Council Work Session

Meeting Date: 05/16/2023

Fire Division Staffing Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 02/07/2023 and 02/21/2023 and 03/27/2023 and 04/04/2023 and 04/20/2023 and 05/02/2023 and 05/16/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Fire Division Staffing Update

Purpose and Background

This agenda item has been requested by Councilmembers Ed Lyons, Anita Kitchen, and Glenn Otto for an update on staffing in the Fire Division. The updated spreadsheet on the hiring activities in the Fire Division has been provided (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

Spreadsheet

Firefighter/Paramedic Hiring Status

		Withdraw	No Response	Background	Conditional Offer	Psych.	Phys.	Prints	PAT	Paramedic Cert	Start Date	Count Based on Start Date
May 6, 2022 Eligibility List	Candidate 1			X	X	X	X	X	X	X	1/3/2023	34 of 42
	Candidate 2			X	X	X	X	X	X	X	1/3/2023	35 of 42
	Candidate 3			X	X	X	X	X	X	X	1/4/2023	36 of 42
	Candidate 4			X	X	X	X	X	X		X	X
December 9, 2022 Eligibility List	Candidate 1	X									X	
	Candidate 2			X	X	X	X	X	X	X	2/20/2023	38 of 42
	Candidate 3											
	Candidate 4			X	X	X	X	X	X	X	2/6/2023	37 of 42
	Candidate 5	X		X							X	
	Candidate 6											
	Candidate 7	X									X	
	Candidate 8	X		X	X	X	X		X	X	X	
	Candidate 9		X								X	
	Candidate 10	X									X	
	Candidate 11			X	X	X	X	X	X	X	X	
	Candidate 12		X								X	
New Process started February 3, 2023 with a deadline for applications on February 24, 2023.												
March 3, 2023 Eligibility List	Candidate 1			X	X	X	X	X	X	X	4/24/2023	39 of 42
	Candidate 2			X	X	X	X	X	X	X	4/24/2023	40 of 42
	Candidate 3			X	X	X	X	X	X	X	5/22/2023	41 of 42
	Candidate 4*			X	X	X	X	X	X	X	TBD	42 of 42
* Pre-employment testing for each candidate has been scheduled												

	indicates updates from previous meeting
	indicates candidate completed; waiting on results

AI-9224

Topics of Discussion F.

Council Work Session

Meeting Date: 05/16/2023

Ohio Police And Fire Pension Fund - Amendment - IAFF

Submitted By: Bryan Chodkowski

Department: Human Resources

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/16/2023

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

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

Agenda Item Description or Legislation Title

Ohio Police And Fire Pension Fund - Amendment - IAFF

Purpose and Background

In its collective bargaining agreement negotiations with the City for the contract term of January 1, 2023 through December 31, 2025, IAFF Local 2926 agreed to forego the City's 1% pick-up of the required pension contribution in exchange for a 0.75% additional wage increase. Based on provisions of the Ohio Administrative Code, the Ohio Police and Fire Pension Fund requires the City adopt this legislation. Labor Counsel Jonathan Downes has reviewed and approved this legislation.

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. 2023-R-

AMENDING THE CITY OF HUBER HEIGHTS “PICK UP” OF A PORTION OF THE STATUTORILY REQUIRED CONTRIBUTION TO THE OHIO POLICE AND FIRE PENSION FUND FOR QUALIFYING AND PARTICIPATING MEMBERS OF THE HUBER HEIGHTS FIRE DIVISION.

WHEREAS, via Resolution No. 2013-R-5818, adopted on May 13, 2013, the Huber Heights City Council provided that the City would “pick-up” one percent (1.0%) of all full-time employee’s required retirement contributions to their respective state pension system; and

WHEREAS, eligible employees of the Huber Heights Fire Division participate in the Ohio Police & Fire Pension fund; and

WHEREAS, under the right to collective bargaining, qualifying and participating members of the Huber Heights Fire Division, International Association of Fire Fighters, Local 2926, elected to pay the full twelve and a quarter percent (12.25%) mandatory contributions required to be paid under Section 742.31 of the Ohio Revised Code for qualifying and participating employees of the Huber Heights Fire Division who are members of the Ohio Police and Fire Pension Fund; and

WHEREAS, the Ohio Police & Fire Pension Fund has adopted new procedures for reporting picked-up contributions in order to properly prepare 1099-R forms for its members; and

WHEREAS, the City Council of Huber Heights wishes to amend its prior Resolution in order to accommodate the terms and conditions of its current collective bargaining agreement with qualifying and participating employees of the Huber Heights Fire Division, International Association of Fire Fighters, Local 2926, who are members of the Ohio Police and Fire Pension Fund;

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

Section 1. Effective January 1, 2023, the City Council of Huber Heights has determined to pick-up 0% of the twelve and a quarter percent (12.25%) mandatory contributions of the qualifying and participating employees of the Huber Heights Fire Division, International Association of Fire Fighters, Local 2926, who are members of the Ohio Police and Fire Pension Fund.

Section 2. Said picked up contributions paid through a payroll reduction even though designated as employee contributions for state law purposes are being paid by the City of Huber Heights in lieu of said contributions by the employee.

Section 3. Said picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding, until distributed from the Ohio Police and Fire Pension Fund.

Section 4. Said picked up contributions will be included in the gross income of the employees, for employment tax purposes, as the contributions are made to the Ohio Police and Fire Pension Fund.

Section 5. Said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City of Huber Heights to the Ohio Police and Fire Pension Fund.

Section 6. 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 7. 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9223

Topics of Discussion **G.**

Council Work Session

Meeting Date: 05/16/2023

Disposal Of Surplus Property - Rose Music Center

Submitted By: Bryan Chodkowski

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/16/2023

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

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

Agenda Item Description or Legislation Title

Disposal Of Surplus Property - Rose Music Center

Purpose and Background

Through its operation of the Rose Music Center on behalf of the City, MEMI has identified equipment original to the facility which is no longer being utilized in the operation of the Rose. MEMI, who operates other facilities like or similar to the Rose in the Cincinnati metro-area, could utilize this same equipment at one or more of those facilities. MEMI has offered to purchase this underutilized equipment from the Rose and provided supporting information with regard to their requested purchase price. This legislation would declare the equipment in question as surplus and authorize its sale to MEMI. Proceeds from this sale would be reinvested in the Rose through the course of this concert season.

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

Resolution

MEMI

MUSIC & EVENT MANAGEMENT INC.

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

Bryan,

Thank you for discussing MEMI's interest in purchasing two pieces of concession equipment that are being moved out of the VIP concession area. This equipment is being moved to provide space for different equipment that is much more useful for serving the food and beverage items sold in that concession area. There is a 2-compartment sink and a freezer in the VIP concession that are being moved out to create room for this equipment. I have attached a quote for these two items from Wasserstrom. They have quoted me a price that they would sell that same aged product from their inventory. I would like to offer to purchase this equipment for 10% over what Wasserstrom has quoted.

2-Compartment sink	\$440
Freezer	\$4,400

I would also like to purchase the handicap platform lift that has been in the storage container for several years. I have done my best to find this same type of lift but have had trouble finding it listed in any new ADA equipment catalogs. I have provided the cost of a new lift that is the closest product to what you have. The new price is \$6,565, would you consider selling it to MEMI for \$3,000?

I appreciate the chance to discuss the purchasing of this equipment. Please call me with any questions.

Thank you,



Matt Dunne
General Manager
Music & Event Management, Inc.
513-616-2638
mdunne@memi.biz

Quote

04/24/2023



To:
Rose Music Center at the Heights
Kevin Crawford
6800 Executive Blvd.
Huber Heights, Oh 45424

Project:
Rose Music Center at the Heights-
Used Sink

From:
The Wasserstrom Company
Coleman Lucas
4500 E Broad St
Columbus, OH 43213
614-228-6525
614-737-8256 (Contact)

Please review the following quotation for the Food Service Equipment, Supplies (Smallwares) and Services within the above referenced project. This quotation is strictly per the plan and written specifications. Prices are valid for thirty days from the date of this quotation and include no sales taxes. Sales taxes if applicable will be added to your invoice. By law, a valid sales tax exemption certificate must be on file with us or you will be charged the current applicable sales tax rate. All merchandise is priced coordinated, consolidated and delivered to the first destination only unless specified otherwise below. This quotation is not valid unless it is signed by an officer of The Wasserstrom Company.

SPECIAL NOTE ON PRICING – Due to extreme pricing volatility due to tariffs on material commonly used by manufacturers of food service equipment; i.e., steel, aluminum and other materials commonly used in the making of food service equipment, all pricing will be reviewed at the time the order is actually received by The Wasserstrom Company. We reserve the right to adjust our quotation and pass along any unforeseen increases with prior notification to our customer.

Item	Qty	Description	Sell	Sell Total
1	1 ea	SINK Custom Model No. USED 2 COMP SINK UNIT Used, two compartment sink with 24" drain boards both sides, drawer under each drainboard, faucet, undershelf under drain boards, 5" backsplash, 9+ years old, decent condition	\$400.00	\$400.00
ITEM TOTAL:				\$400.00
Total				\$400.00

Rose Music Center at the Heights- Used
Sink

Rose Music Center at the Heights

Initial: _____
Page 1 of 3

Equipment Terms: 50% to place order; 45% 7 days prior to delivery and 5% net 30 days

Requires approved credit application or prepayment with your check, Electronic Funds Transfer or other acceptable method of payment. An approved credit application must be on file prior to the activation of your open account.

Smallwares Terms: 50% to place order; balance net 30 days Requires approved credit application or prepayment with your check, Electronic Funds Transfer or other acceptable method of payment. An approved credit application must be on file prior to the activation of your open account.

All orders are subject to credit department approval.

Return Policy: Custom Merchandise, Custom Fabrication, Special Order Merchandise, Decorative Heat Lamps & Furniture are **Non-Returnable**. Should you need to return an item, contact your sales representative or Wasserstrom Customer Service at (614) 737-8400 to obtain a Return Authorization Number which will speed the process and ensure that your account will be properly credited. All returns are subject to prevailing restocking fees and shipping. Buyer will be responsible for the original shipping cost, any accumulated storage fees, return shipping costs, restocking charges, cancellation charges and any repairs to damaged products. Merchandise must be returned in the original packing. Returns must be initiated within **24 Hours** of receipt of the shipment unless arranged for otherwise.

Standard Delivery:

- All orders will be shipped as a standard delivery unless otherwise noted on the quote.
- Your order will be delivered curbside, via Parcel or LTL Carrier.
- You will be responsible for removing the shipment from the truck.
- You will be responsible for bringing the equipment into your location.
- Carriers are **NOT** responsible for unloading and/or inside delivery.

Suspected Damaged and Shortage Merchandise: The Wasserstrom Company works hard to ensure that your merchandise arrives in perfect condition. All shipments are inspected for quantity and quality when they are packed. All shipments are in perfect condition when they leave the point of origin. However, damage can occur during shipping. If you suspect or encounter any damage upon your thorough inspection at the time of arrival, please follow the below instructions to avoid additional cost:

- **INSPECT** the delivery at the time of arrival.
- **DO NOT** set the delivery aside for inspection at a later date.
- **PHYSICALLY INSPECT THE DELIVERY.**
- If you encounter or suspect visible damage, make precise notations on the carriers delivery receipt. Take pictures/video and **REFUSE THE DELIVERY.**
- Contact your salesperson and the carrier **IMMEDIATELY** and request the required inspections necessary to file a claim for damage if you must accept the merchandise..

Do not accept the merchandise until the delivery receipt is noted "Damaged".

Damage must be reported within **24 Hours** of receipt of the merchandise.

Save all boxes and packing material.

- For **MISSING PRODUCT**, make a notation on the carriers' delivery receipt and **ACCEPT THE DELIVERY.**

- For **CONCEALED DAMAGE** the customer is responsible for filing a Concealed Damage Claim with the appropriate carrier.
- The customer is responsible for proving the Claim of Concealed Damage.
- If the delivery receipt was signed, without exception, by the customer as **FREE & CLEAR**, the Manufacturer & The Wasserstrom Company are **NOT** responsible for the Concealed Damage Claim.

The Wasserstrom Company cannot accept any responsibility for damage/missing product that occurs during shipment. The Wasserstrom Company will work to ensure that any damaged shipment/missing item issues are resolved to your satisfaction. If you fail to make the notations of damaged or missing products on the carriers delivery receipt, the manufacturer & The Wasserstrom Company **CANNOT** guarantee any compensation for damaged or missing items. By signing your name on the delivery receipt, without declaring these exceptions, you are stating that you have received your shipment, free and clear, in acceptable condition. There is no recourse with the freight company for resolutions and/or reimbursement. Please contact your Representative or Customer Service at (614) 737-8400.

New merchandise is subject to the Manufacturer's Warranty unless otherwise noted.

All electrical, plumbing, ventilation, rough-in, and final connections are the responsibility of the customer, unless otherwise noted.

Prices do not include: uncrating, assembly, set-in-place, installation and/or disposal, unless otherwise noted.

Added product, equipment and/or supplies will be done on a change order basis and must include a new customer signature in order for the change to be valid.

Thank you for the opportunity to be of service. The Wasserstrom Company sincerely wishes to be favored with the award of this contract. We look forward to the prospect of working with you and the rest of the project team to produce a smooth and timely transaction. Please let us know how our team can be of further service to you.

SPECIAL NOTE ON PRICING – Due to extreme pricing volatility due to tariffs on material commonly used by manufacturers of food service equipment; i.e., steel, aluminum and other materials commonly used in the making of food service equipment, all pricing will be reviewed at the time the order is actually received by The Wasserstrom Company. We reserve the right to adjust our quotation and pass along any unforeseen increases with prior notification to our customer.

The Wasserstrom Company

Acceptance: _____ Date: _____
Printed Name: _____

Quote

04/18/2023



To:
Rose Music Center at the Heights
Kevin Crawford
6800 Executive Blvd.
Huber Heights , Oh 45424

Project:
Rose Music Center at the Heights-
Victory Used Freezer

From:
The Wasserstrom Company
Coleman Lucas
4500 E Broad St
Columbus, OH 43213
614-228-6525
614-737-8256 (Contact)

Please review the following quotation for the Food Service Equipment, Supplies (Smallwares) and Services within the above referenced project. This quotation is strictly per the plan and written specifications. Prices are valid for thirty days from the date of this quotation and include no sales taxes. Sales taxes if applicable will be added to your invoice. By law, a valid sales tax exemption certificate must be on file with us or you will be charged the current applicable sales tax rate. All merchandise is priced coordinated, consolidated and delivered to the first destination only unless specified otherwise below. This quotation is not valid unless it is signed by an officer of The Wasserstrom Company.

SPECIAL NOTE ON PRICING – Due to extreme pricing volatility due to tariffs on material commonly used by manufacturers of food service equipment; i.e., steel, aluminum and other materials commonly used in the making of food service equipment, all pricing will be reviewed at the time the order is actually received by The Wasserstrom Company. We reserve the right to adjust our quotation and pass along any unforeseen increases with prior notification to our customer.

Item	Qty	Description	Sell	Sell Total
1	1 ea	FREEZER Victory Refrigeration Model No. FS-2D-S1-2XS-6C Victory 2 door Used Freezer, all stainless steel, very good working condition, outside in great shape, has all shelving, gaskets in tacked and good condition. Good Until 4-19-23 - final approval needed.	\$4,000.00	\$4,000.00
ITEM TOTAL:				\$4,000.00

Rose Music Center at the Heights-
Victory Used Freezer

Rose Music Center at the Heights

Initial: _____
Page 1 of 4

Item	Qty	Description	Sell	Sell Total
2		NOTE: If Wasserstrom would buy this unit , this is what we would offer.		
			Total	\$4,000.00

Equipment Terms: 50% to place order; 45% 7 days prior to delivery and 5% net 30 days

Requires approved credit application or prepayment with your check, Electronic Funds Transfer or other acceptable method of payment. An approved credit application must be on file prior to the activation of your open account.

Smallwares Terms: 50% to place order; balance net 30 days Requires approved credit application or prepayment with your check, Electronic Funds Transfer or other acceptable method of payment. An approved credit application must be on file prior to the activation of your open account.

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- Your order will be delivered curbside, via Parcel or LTL Carrier.
- You will be responsible for removing the shipment from the truck.
- You will be responsible for bringing the equipment into your location.
- Carriers are **NOT** responsible for unloading and/or inside delivery.

Suspected Damaged and Shortage Merchandise: The Wasserstrom Company works hard to ensure that your merchandise arrives in perfect condition. All shipments are inspected for quantity and quality when they are packed. All shipments are in perfect condition when they leave the point of origin. However, damage can occur during shipping. If you suspect or encounter any damage upon your thorough inspection at the time of arrival, please follow the below instructions to avoid additional cost:

- **INSPECT** the delivery at the time of arrival.
- **DO NOT** set the delivery aside for inspection at a later date.
- **PHYSICALLY INSPECT THE DELIVERY.**
- If you encounter or suspect visible damage, make precise notations on the carriers delivery receipt. Take pictures/video and **REFUSE THE DELIVERY.**
- Contact your salesperson and the carrier **IMMEDIATELY** and request the required inspections necessary to file a claim for damage if you must accept the merchandise..

Do not accept the merchandise until the delivery receipt is noted "Damaged".

Damage must be reported within **24 Hours** of receipt of the merchandise.

Save all boxes and packing material.

- For **MISSING PRODUCT**, make a notation on the carriers' delivery receipt and **ACCEPT THE DELIVERY**.
- For **CONCEALED DAMAGE** the customer is responsible for filing a Concealed Damage Claim with the appropriate carrier.
- The customer is responsible for proving the Claim of Concealed Damage.
- If the delivery receipt was signed, without exception, by the customer as **FREE & CLEAR**, the Manufacturer & The Wasserstrom Company are **NOT** responsible for the Concealed Damage Claim.

The Wasserstrom Company cannot accept any responsibility for damage/missing product that occurs during shipment. The Wasserstrom Company will work to ensure that any damaged shipment/missing item issues are resolved to your satisfaction. If you fail to make the notations of damaged or missing products on the carriers delivery receipt, the manufacturer & The Wasserstrom Company **CANNOT** guarantee any compensation for damaged or missing items. By signing your name on the delivery receipt, without declaring these exceptions, you are stating that you have received your shipment, free and clear, in acceptable condition. There is no recourse with the freight company for resolutions and/or reimbursement. Please contact your Representative or Customer Service at (614) 737-8400.

New merchandise is subject to the Manufacturer's Warranty unless otherwise noted.

All electrical, plumbing, ventilation, rough-in, and final connections are the responsibility of the customer, unless otherwise noted.

Prices do not include: uncrating, assembly, set-in-place, installation and/or disposal, unless otherwise noted.

Added product, equipment and/or supplies will be done on a change order basis and must include a new customer signature in order for the change to be valid.

Thank you for the opportunity to be of service. The Wasserstrom Company sincerely wishes to be favored with the award of this contract. We look forward to the prospect of working with you and the rest of the project team to produce a smooth and timely transaction. Please let us know how our team can be of further service to you.

SPECIAL NOTE ON PRICING – Due to extreme pricing volatility due to tariffs on material commonly used by manufacturers of food service equipment; i.e., steel, aluminum and other materials commonly used in the making of food service equipment, all pricing will be reviewed at the time the order is actually received by The Wasserstrom Company. We reserve the right to adjust our quotation and pass along any unforeseen increases with prior notification to our customer.

The Wasserstrom Company

Acceptance: _____ Date: _____
Printed Name: _____

All prices are in USD.

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Home

Lifts

Vertical Platform Lifts

Harmar Highlander II Vertical Platform Lift



Harmar

Harmar Highlander II Vertical Platform

Financing Available: HighlanderII

Key Features:

Harmar's Residential Vertical Platform Lift (RPL) is a safe, smooth and economical solution to the barriers porches, staircases, decks and other elevation changes can create in and around a home. Designed from ground up to be cost-efficient

\$6,565.00

Starting at \$410/mo with [affirm](#). Prequalify now



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Instant Specials**

* **Select Traveling Height:**

Please choose an option to add this product to your cart.

* **Harmar VPL Gate and Interlock Options:**

Please choose an option to add this product to your cart.

* **Harmar VPL Platform Options:**

Please choose an option to add this product to your cart.

* **Select Platform Gate:**

Please choose an option to add this product to your cart.

* **Add Call / Send Controls:**

Please choose an option to add this product to your cart.

* **Select Power Option:**

AC Power (Standard)

* **Shipping and Installation:**

Please choose an option to add this product to your cart.

Quantity:

1

ADD TO CART

ADD TO WISHLIST

Hey there! How can we help? ▶

Product Description

NOTE: Additional Hardware / Mounting Kits may be required for All Vertical Platform Lifts. Please call us before ordering exact pricing / vehicle compatibility.

The Highlander II represents a new generation and evolution in VPL's. New technologies introduced in the Highlander II make this VPL more reliable, easier to use, easier to service, easier to troubleshoot, and the premiere market choice for platform lift solutions. Innovation is at the heart of this next generation Vertical Platform Lift. The Highlander II is an outstanding choice for vertical lifting solutions in the home or in light commercial settings where an elevator is impractical or unnecessary.

- Guardian System
- Smart Sense Technology
- Universal Drive System
- [Click Here for Brochure](#)

Specs:

- Maximum Capacity: 750 lb (340.2 kg)
- Power Source: Fully Sealed 2/3 hp 90V DC Motor
- Maximum Lifting Height: Up to 171" (434.3 cm)
- Overspeed Brake: YES
- Lift Speed: 10 FPM (Feet Per Minute)

Warranty Information

Other Details

Product Reviews

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Instant Specials

CUSTOMERS ALSO VIEWED



Golden MaxiComfort Cloud Sleep'N
~~\$3,299.00~~ \$1,878.00 ★★★★★



Harmar SL300 Stair Lift INSTALLED*
~~\$4,485.00~~ \$3,515.00 ★★★★★



Pride Victory LX Sport w/ CTS
~~\$3,569.00~~ \$2,564.00 ★★★★★



NEW! Pride VivaLift® Radiance
~~\$2,399.00~~ \$1,704.00 ★★★★★

RELATED PRODUCTS



Harmon AL225 - 2 Axis Lift

~~\$3,635.00~~ **\$2,730.00** NOT RATED



Harmon AL825 Truck Lift

~~\$5,235.00~~ **\$3,925.00** NOT RATED



Harmon AL835 Truck Lift

~~\$5,235.00~~ **\$3,925.00** NOT RATED



Harmon SL600 Stair Lift INSTALLED*

~~\$5,375.00~~ **\$4,260.00** NOT RATED

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CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

DECLARING CERTAIN CITY PROPERTY LOCATED AT THE ROSE MUSIC CENTER NO LONGER NEEDED FOR MUNICIPAL PURPOSES AS SURPLUS AND AUTHORIZING SALE OF SAID SURPLUS PROPERTY.

WHEREAS, the City of Huber Heights is in possession of certain property including unneeded concession and ADA mobility equipment; and

WHEREAS, the property is being removed to provide space for more functional equipment; and

WHEREAS, the City Manager requests to negotiate the sale of the surplus items to an interested consumer, Music & Event Management, Inc. (MEMI).

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

Section 1. The City Manager is hereby authorized to declare the Rose Music Center’s equipment as surplus and negotiate the terms for sale with MEMI.

<u>ITEM:</u>	<u>PRICE:</u>
2-Compartment Sink	\$ 440.00
Freezer	\$4,400.00
ADA Platform Lift	\$3,000.00

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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9194

Topics of Discussion H.

Council Work Session

Meeting Date: 05/16/2023

2024-2028 Capital Improvement Plan

Submitted By: Jim Bell

Department: Finance

Division: Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/16/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

2024-2028 Capital Improvement Plan

Purpose and Background

The Capital Improvement Plan (CIP) process exists to provide a standard procedure to identify, evaluate and prioritize the current and future capital needs of the City. The CIP process helps provide a standard process and method of proposing the planning and financing of capital improvements, and makes capital expenditures more responsible to community needs by informing and involving the public.

The CIP is a five-year outlook for anticipated capital projects and is reviewed and updated annually by the City. These projects are primarily related to improvements in transportation, parks, utilities, major equipment and facilities.

In developing the Five-Year CIP, several elements are taken into consideration: City Council goals, grant funding opportunities, economic development opportunities, technology improvements, maintenance and improvements to utilities and infrastructure, and maintenance/rehabilitation of existing City facilities and equipment.

As the CIP process develops, the intention is to prioritize projects according to criteria established in the City's goals. The CIP process should also create a more justified and understandable decision-making process, thus linking capital investments and the City's long-term vision and goals.

The 2024-2028 proposed CIP process is developed in support of the City's 2024 Budget with emphasis placed on the City's fiscal health, safety of the public and employees, and advancing the economic growth and stability of the community. The overall goals of the CIP includes:

- * Provide a list and outline of the major capital improvement projects the City is considering
- * Outline a process for establishing priorities and implementation of CIP projects
- * Provide a five-year spending plan to outline funding of the CIP projects

Through the creation and administration of the 5-Year CIP, it brings out discussions on the state of the City's infrastructure and finances. Final approval of the plan establishes understanding and consensus within the City's leadership on priorities to be pursued in the coming years related to capital programs.

The 5-Year CIP is not a budget, and approval of the plan does not commit funding for any specific capital project or purchase. This plan provides an outline of the City's overall capital investment needs and provides a set of recommendations to aid in annual decision-making on capital purchase projects. The 5-Year CIP provides a linking tool between vision, goals and implementation for City Council and the administration. The CIP process and approving the plan affords an opportunity for accountability and transparency for the entire community.

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. 2023-R-

APPROVING THE CITY OF HUBER HEIGHTS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR 2024-2028.

WHEREAS, the City Charter requires the adoption of a Capital Improvement Plan or revisions thereto; and

WHEREAS, the 2024-2028 Five-Year Capital Improvement Plan has been prepared and submitted to City Council for review and consideration.

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

Section 1. The 2024-2028 Five-Year Capital Improvement Plan attached hereto as Exhibit A is hereby approved.

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 _____, 2023;
____ Years; ____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

2024 - 2028 Five-Year Capital Improvement Plan (CIP) Exhibit A



The Capital Improvement Plan (CIP) process exists to provide a standard procedure to identify, evaluate and prioritize the current and future capital needs of the City. The CIP process helps provide a standard process and method of proposing the planning and financing of capital improvements, and makes capital expenditures more responsible to community needs by informing and involving the public.

The CIP is a five-year outlook for anticipated capital projects and is reviewed and updated annually by the City. These projects are primarily related to improvements in transportation, parks, utilities, major equipment and facilities.

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The 2024-2028 proposed CIP process is developed in support of the City's 2024 Budget with emphasis placed on the City's fiscal health, safety of the public and employees, and advancing the economic growth and stability of the community. The overall goals of the CIP includes:

- * Provide a list and outline of the major capital improvement projects the City is considering
- * Outline a process for establishing priorities and implementation of CIP projects
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Through the creation and administration of the 5-Year CIP, it brings out discussions on the state of the City's infrastructure and finances. Final approval of the plan establishes understanding and consensus within the City's leadership on priorities to be pursued in the coming years related to capital programs.

The 5-Year CIP is not a budget, and approval of the plan does not commit funding for any specific capital project or purchase. This plan provides an outline of the City's overall capital investment needs and provides a set of recommendations to aid in annual decision making on capital purchase projects. The 5-Year CIP provides as a linking tool between vision, goals and implementation for City Council and the administration. The CIP process and approving the plan affords an opportunity for accountability and transparency for the entire community.

2024 - 2028 Five-Year Capital Improvement Plan (CIP)

Department	2024	2025	2026	2027	2028	5 Yr. Total
Planning and Zoning	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	80,000.00
Finance/Administration	3,555,900.00	12,056,400.00	57,900.00	56,400.00	4,900.00	15,681,500.00
Information Technology	376,700.00	366,700.00	229,700.00	165,700.00	299,700.00	1,438,500.00
Human Resources	40,000.00	18,000.00	18,000.00	18,000.00	18,000.00	112,000.00
Police Division	425,820.00	495,748.00	499,948.00	499,948.00	499,948.00	2,421,412.00
Fire Division	3,765,272.00	716,792.00	264,464.00	1,512,295.00	235,297.00	6,494,120.00
Parks and Recreation	5,900,000.00	567,500.00	435,000.00	372,500.00	30,000.00	7,305,000.00
Public Works	650,200.00	16,194,100.00	299,100.00	1,059,100.00	139,100.00	18,341,600.00
Engineering - Streets/Traffic	4,030,000.00	4,680,000.00	6,630,000.00	6,090,000.00	2,580,000.00	24,010,000.00
Engineering - Water	6,332,450.00	5,292,450.00	5,892,450.00	3,642,450.00	2,642,450.00	23,802,250.00
Engineering - Sewer	2,292,450.00	842,450.00	692,450.00	692,450.00	692,450.00	5,212,250.00
Engineering / Public Works - Stormwater	250,000.00	300,000.00	520,000.00	250,000.00	250,000.00	1,570,000.00
Engineering - GIS	50,000.00	50,000.00	50,000.00	50,000.00	-	200,000.00
Totals	27,684,792.00	41,596,140.00	15,605,012.00	14,424,843.00	7,407,845.00	106,668,632.00

Planning and Zoning

Project	2024	2025	2026	2027	2028	5 Yr. Total
Comprehensive Plan Update						-
Online Review Software						-
Zoning Vehicles lease (3)	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	80,000.00
						-
TOTALS:	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	80,000.00

Funded By:

General Fund - 101

Finance / Administration

Project	2024	2025	2026	2027	2028	5 Yr. Total
Furniture	3,000.00		3,000.00			6,000.00
Laser Printer		1,500.00		1,500.00		3,000.00
Budget Software	43,000.00					43,000.00
Payroll Software		50,000.00				50,000.00
Accounting Software			50,000.00			50,000.00
Replace Carpeting	5,000.00					5,000.00
Tax Vehicle lease	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	24,500.00
Tax Software				50,000.00		
Senior Center/Governance Center		8,400,000.00				8,400,000.00
City Hall/Police Dept/Current Senior Center Renovations		3,600,000.00				3,600,000.00
CR Dayton Property Renovations	3,500,000.00					3,500,000.00
TOTALS:	3,555,900.00	12,056,400.00	57,900.00	56,400.00	4,900.00	15,681,500.00

Funded By:

General Fund - 101

Information Technology

Project	2024	2025	2026	2027	2028	5 Yr. Total
Replace and upgrade all WiFi AP's to latest standard	5,000.00				5,000.00	10,000.00
Replace Water Dept Server				9,000.00		9,000.00
Replace Aquatic Center POS PC's	10,000.00				10,000.00	20,000.00
Replace Aquatic Center Entrance PCs with Tablets		5,000.00				5,000.00
Upgrade Network Switches to 10Gbe	50,000.00					50,000.00
City Vehicle lease	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	23,500.00
Replace Mobile Laptops Fire Vehicles		10,000.00			25,000.00	35,000.00
Replace Panasonic Toughbooks in Police Cruisers	50,000.00			50,000.00	50,000.00	150,000.00
Replace Dell VMWare Server	12,000.00	12,000.00		12,000.00		36,000.00
Replace Phone System			50,000.00			50,000.00
Replace Laptops Council Chambers		10,000.00				10,000.00
Replace Routers(3) Aquatic Center and City	12,000.00					12,000.00
Replace Power 911 System				75,000.00		75,000.00
Replace Council Tablets (9)	7,000.00					7,000.00
Replace Tax Server		10,000.00				10,000.00
Replace Dispatch Computers (4)	7,000.00					7,000.00
Replace Backup Appliance	40,000.00				40,000.00	80,000.00
Replace Computers city wide 5 years old	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00
Replace server for Aquatic Center	2,000.00					2,000.00
Replace Water Plant computers	2,000.00					2,000.00
Replace SAN for VMWare infrastructure	50,000.00					50,000.00
Install Fiber Optic Cable Aquatic Center		100,000.00				100,000.00
Install Fiber Optic Backbone Chambersburg Road	100,000.00					100,000.00
Install Fiber Optic Cable Rose Music Center		100,000.00				100,000.00
City Hall building UPS and Generator			150,000.00			150,000.00
Replace Security Camera Systems each building		25,000.00			50,000.00	75,000.00
Add traffic/intersection cameras		75,000.00				75,000.00
Replace all network switches city wide					100,000.00	100,000.00
Add more storage to Watch Dawg DVR	10,000.00					10,000.00
Replace Watch Dawg DVR			10,000.00			10,000.00
						-
TOTALS:	376,700.00	366,700.00	229,700.00	165,700.00	299,700.00	1,438,500.00

Funded By:
General Fund - 101

Human Resources

Project	2024	2025	2026	2027	2028	5 Yr. Total
Upgrade Timekeeping Software	40,000.00	18,000.00	18,000.00	18,000.00	18,000.00	112,000.00
						-
						-
TOTALS:	40,000.00	18,000.00	18,000.00	18,000.00	18,000.00	112,000.00

Funded By:

General Fund - 101

Police

Project	2024	2025	2026	2027	2028	5 Yr. Total
Patrol Vehicles lease	182,520.00	301,248.00	301,248.00	301,248.00	301,248.00	1,387,512.00
Detective Vehicles lease	45,300.00	51,000.00	51,000.00	51,000.00	51,000.00	249,300.00
Command Staff Vehicles lease	32,800.00	32,800.00	32,800.00	32,800.00	32,800.00	164,000.00
K9 Vehicle lease	18,900.00	18,900.00	18,900.00	18,900.00	18,900.00	94,500.00
Other unmarked vehicles lease (3)	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00	110,000.00
Replacement/Upgrade of Handguns	1,900.00	1,900.00	1,900.00	1,900.00	1,900.00	9,500.00
Speed Measuring Device Replacement/Upgrade	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	24,000.00
Ballistic Vests	18,000.00	12,000.00	13,000.00	13,000.00	13,000.00	69,000.00
Less-Lethal Shotguns	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	6,500.00
Citizen on Patrol Vehicles lease (2)	16,800.00	16,800.00	20,000.00	20,000.00	20,000.00	93,600.00
Public Affairs Van lease	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	90,000.00
Parking Lot Paving	45,000.00					45,000.00
Flock Camera (6) lease	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00
Portable Speed Displays	3,500.00					3,500.00
						-
TOTALS:	425,820.00	495,748.00	499,948.00	499,948.00	499,948.00	2,421,412.00

Funded By:

General Fund - 101

Police Fund - 209

Drug Enforcement Fund - 211

Law Enforcement Fund - 212

Law Enforcement Assistance - 242

Federal Equity Sharing - 434

Fire

Project	2024	2025	2026	2027	2028	5 Yr. Total
Rotational Replacement of PPE sets (10)	42,000.00	44,520.00	47,192.00	50,023.00	53,025.00	236,760.00
Hydraulic Rescue Tools	56,000.00					56,000.00
Station 23 renovation/addition	3,240,000.00					3,240,000.00
Station 22 /25 upgrades and repairs	15,000.00	25,000.00	20,000.00	20,000.00		80,000.00
Cardiac Monitoring Equipment	122,272.00	122,272.00	122,272.00	122,272.00	122,272.00	611,360.00
Fire Engine Replacement (move E23 to E25 new to E23)				875,000.00		875,000.00
Medic Replacement		375,000.00		385,000.00		760,000.00
Staff Vehicle Replacements	55,000.00	60,000.00	60,000.00	60,000.00	60,000.00	295,000.00
Lucas CPR Replacement			15,000.00			15,000.00
Radio Equipment	175,000.00	90,000.00				265,000.00
Boat & Trailer (equipment)	60,000.00					60,000.00
TOTALS:	3,765,272.00	716,792.00	264,464.00	1,512,295.00	235,297.00	6,494,120.00

Funded By:

General Fund - 101

Fire Fund - 210

Fire Capital - 431

Parks and Recreation

Project	2024	2025	2026	2027	2028	5 Yr. Total
Roofing on Restroom Buildings	25,000.00	30,000.00				55,000.00
Replace Parks Truck	35,000.00			50,000.00		85,000.00
Concession stand equipment		7,500.00		7,500.00		15,000.00
Community Center HVAC/renovations	80,000.00		50,000.00			130,000.00
Walking path repairs and additions		20,000.00		20,000.00		40,000.00
Skate Park	125,000.00	25,000.00	15,000.00	15,000.00	15,000.00	195,000.00
Replace Park gateway name signs	40,000.00					40,000.00
Playing fields regrading		25,000.00		50,000.00		75,000.00
Parking lot repair	20,000.00	25,000.00	50,000.00			95,000.00
Replace Roofing on Shelters	25,000.00		25,000.00			50,000.00
Restore/Upgrade restroom building(s)	50,000.00	50,000.00		50,000.00		150,000.00
Resurface Tennis & Basketball courts		50,000.00		100,000.00		150,000.00
Parks Finish Mower			60,000.00			60,000.00
Inclusive play structure and surface	200,000.00	250,000.00	200,000.00			650,000.00
Parks Zero Turn Mower	20,000.00		20,000.00			40,000.00
Dog Park Repairs		20,000.00		25,000.00		45,000.00
Repair/Replace fixtures and equipment at RMC	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00
Amphitheater Upgrades	15,000.00	50,000.00				65,000.00
Tom Cloud Splash Pad Improvements	250,000.00			40,000.00		290,000.00
New Senior Center	5,000,000.00					5,000,000.00
						-
TOTALS:	5,900,000.00	567,500.00	435,000.00	372,500.00	30,000.00	7,305,000.00

Funded By:

General Fund - 101

Parks and Recreation Fund - 218

Public Works

Project	2024	2025	2026	2027	2028	5 Yr. Total
compact size pick-up truck lease	5,100.00	5,100.00	5,100.00	5,100.00	5,100.00	25,500.00
compact size pick-up truck lease	5,100.00	5,100.00	5,100.00	5,100.00	5,100.00	25,500.00
1/2-ton pick-up (f-150 Rose) lease	8,900.00	8,900.00	8,900.00	8,900.00	8,900.00	44,500.00
1 and 1/2-ton Crew Cab liftgate (F-350) lease	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	45,500.00
1-ton pick-up dump bed insert (F-250) lease	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	32,500.00
1-ton pick-up Service Body (F-250) lease	6,800.00	6,800.00	6,800.00	6,800.00	6,800.00	34,000.00
1-ton pick-up Reg (F-250) lease	6,600.00	6,600.00	6,600.00	6,600.00	6,600.00	33,000.00
1 and 1/2-ton Crew Cab liftgate (F-350) lease	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	45,500.00
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	55,000.00
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	55,000.00
1/2-ton ext cab pick-up (F-150) lease	8,900.00	8,900.00	8,900.00	8,900.00	8,900.00	44,500.00
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	55,000.00
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	55,000.00
1 and 1/2-ton Crew Cab liftgate (F-350) lease	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	45,500.00
2 ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	55,000.00
1/2-ton ext cab pick-up (F-150) lease		8,900.00	8,900.00	8,900.00	8,900.00	35,600.00
New Public Works Facility		15,600,000.00				15,600,000.00
Replace snow plow chassis and upfit	460,000.00	155,000.00	160,000.00	620,000.00		1,395,000.00
Asphalt pavement roller	60,000.00					60,000.00
Replace/Add Front End Loader		300,000.00		300,000.00		600,000.00
						-
TOTALS:	650,200.00	16,194,100.00	299,100.00	1,059,100.00	139,100.00	18,341,600.00

Funded By:

General Fund - 101
 Motor Vehicle Fund - 202
 Gasoline Tax Fund - 203
 State Highway Fund - 214
 Local Street Operating Fund - 226
 Street Capital Improvement Fund - 433
 Storm Water Management Fund - 571

Engineering - Streets/Traffic

Project	2024	2025	2026	2027	2028	5 Yr. Total
Street Improvement Program	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	10,000,000.00
Sidewalk Program	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	750,000.00
Miscellaneous Traffic Studies & Upgrades	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	250,000.00
Mast Arm Traffic Pole Installation - Design	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	200,000.00
Mast Arm Traffic Pole Installation - Construction	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	1,500,000.00
S. R. 201/Carriage Trails Intersection Improvements	1,200,000.00					1,200,000.00
Crosswalk Stamping and Striping	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	200,000.00
New Carlisle Pike to Chambersburg Roadway Installation - Design and Construction	100,000.00		2,000,000.00			2,100,000.00
Brandt Pike Revitalization - Design and Construction	150,000.00	1,500,000.00				1,650,000.00
Powell Road Curve Realignment - Construction		500,000.00				500,000.00
Chambersburg Road Improvement - Phase IV Acquisition		100,000.00				100,000.00
Chambersburg Road Improvement - Phase IV Construction			1,850,000.00			1,850,000.00
Chambersburg Road West Widening Acquisition			200,000.00			200,000.00
Chambersburg Road West Widening Construction				3,510,000.00		3,510,000.00
TOTALS:	4,030,000.00	4,680,000.00	6,630,000.00	6,090,000.00	2,580,000.00	24,010,000.00

Funded By:

Local Streets Capital Improvement Fund - 433
 Capital Improvements Fund - 406
 Issue 2 (MVPRC/STP Funds) - 421
 State Highway Fund - 214
 County Permissive Tax Fund - 216
 City Permissive Tax Fund - 217

Engineering - Water

Project	2024	2025	2026	2027	2028	5 Yr. Total
Capital Projects budgeted through Veolia	1,360,000.00	800,000.00	800,000.00	800,000.00	800,000.00	4,560,000.00
Water Main Replacement Program	1,800,000.00	1,800,000.00	1,800,000.00	1,800,000.00	1,800,000.00	9,000,000.00
EPA Reports	70,000.00	40,000.00	40,000.00	40,000.00	40,000.00	230,000.00
RMA Water Meter Replacement	2,000,000.00	2,000,000.00	2,000,000.00			6,000,000.00
Well No. 7 Construction	1,100,000.00					1,100,000.00
Paint Chambersburg Water Tower (Int. and Ext.)		600,000.00				600,000.00
Water Main Extension on Taylorsville from WTP to Timberhill - Design and Construction		50,000.00	1,200,000.00			1,250,000.00
Water Main Extension on Taylorsville from Brandt Pike to Bellefontaine - Design and Construction			50,000.00	1,000,000.00		1,050,000.00
Inspection Vehicle (1/2 lease)	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	12,250.00
TOTALS:	6,332,450.00	5,292,450.00	5,892,450.00	3,642,450.00	2,642,450.00	23,802,250.00

Funded By:

Water Fund - 501

Water Utility Reserve Fund - 504

Engineering - Sewer

Project	2024	2025	2026	2027	2028	5 Yr. Total
Sanitary Sewer Capital Projects budgeted through Veolia	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	500,000.00
Sanitary Sewer and Manhole Repair	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	750,000.00
Upgrade Existing Lift Stations & Pump Repair	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	200,000.00
Sanitary Sewer Lining	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	2,000,000.00
Sanitary Sewer Extension on Chambersburg Road from SR 4 going west	1,600,000.00					1,600,000.00
Clearing Wooded Easement for 16" Force Main from Fishburg Rd to WWTP		150,000.00				150,000.00
Inspection Vehicle (1/2 lease)	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	12,250.00
						-
TOTALS:	2,292,450.00	842,450.00	692,450.00	692,450.00	692,450.00	5,212,250.00

Funded By:

Sewer Fund - 551

Sewer Acquisition/Capital Fund - 552

Engineering / Public Works - Stormwater

Project	2024	2025	2026	2027	2028	5 Yr. Total
Engineering						
Stormwater Management (Ditch cleaning, Storm Pipe/Culvert Repair, Lining or Replacement, Catch Basin Repair)	250,000.00	150,000.00	150,000.00	250,000.00	250,000.00	1,050,000.00
Chambersburg Road - Phase IV Widening (Storm portion)		150,000.00				150,000.00
Chambersburg Road - West Widening (Storm portion)			150,000.00			150,000.00
Public Works						
Replace Leaf Vac Unit			220,000.00			220,000.00
						-
						-
TOTALS:	250,000.00	300,000.00	520,000.00	250,000.00	250,000.00	1,570,000.00

Funded By:

Storm Water Management Fund - 571

Engineering - GIS

Project	2024	2025	2026	2027	2028	5 Yr. Total
Storm Sewer Survey	50,000.00	50,000.00	50,000.00	50,000.00		200,000.00
						-
						-
TOTALS:	50,000.00	50,000.00	50,000.00	50,000.00	-	200,000.00

Funded By:

Water Fund - 501
Sewer Fund - 551
Storm Water Management - 571
General Fund - 101

AI-9195

Topics of Discussion I.

Council Work Session

Meeting Date: 05/16/2023

Capital Lease - New Medic - Fire Division

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/16/2023

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

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

Agenda Item Description or Legislation Title

Capital Lease - New Medic - Fire Division

Purpose and Background

The Fire Division has been notified that the new medic ordered in 2021 will be ready for delivery the first week of July, 2023. City Staff recommend that the City enter into a capital lease for the purchase of the new medic. Seven timely proposals were received by the Finance Department and are included as an attachment. City Staff recommends the lowest and best proposal for a five-year lease with an interest rate of 4.34% and variable declining semi-annual payments of no more than \$32,218.55, and a total financing of \$296,596.00 from Cogent Leasing & Financing, Inc. be approved. The Master Lease Purchase Agreement, including the Term Sheet and Fiscal Officer Certificate, are being prepared and will be ready prior to Council consideration for the May 22, 2023 City Council Meeting. All of the documents have been thoroughly reviewed by an attorney at Squire Patton Boggs as bond counsel for the City. Due to delivery in early July, 2023 and financing that is only guaranteed until June 5, 2023, City Staff request that the second reading of this legislation be waived on May 22, 2023, with an emergency clause, so the legislation can be effective immediately.

Fiscal Impact

Source of Funds: Fire Capital Fund

Cost: \$32,219

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

The semi-annual lease payments will begin in December 2023, and a full year of lease payments will be included in the proposed 2024 Budget.

Attachments

Lease Proposals

Ordinance

2022 Medic Lease Options - May 2023

<u>Bank/Finance Company</u>	<u>Annual Payments</u> <u>5 Years</u>
Cogent Bank	\$59,319.16
Fifth Third Bank	\$60,260.24
Huntington Bank Leasing	\$59,775.36
JP Morgan Chase Bank	\$0.00
US Bank Gov't Leasing & Finance	\$59,923.38
Republic First National Corp.	\$60,310.12
Tax Exempt Leasing Corp.	\$60,122.78
Horton (REV Financial Services)	\$62,039.74

Annual Financing for 2022 Medic will be out of the Fire Capital Fund

12/1/2023	1st semi-annual payment
6/1/2028	Final semi-annual payment

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2023-O-

AUTHORIZING THE EXECUTION OF A MASTER LEASE-PURCHASE AGREEMENT AND RELATED PAYMENT SCHEDULE FOR THE PURPOSE OF ACQUIRING AN EMERGENCY MEDICAL VEHICLE FOR USE BY THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined that it is in the best interest of the City to acquire a new emergency medical vehicle (the "*Equipment*") pursuant to a master lease-purchase agreement and related payment schedule (together with any and all addenda, exhibits and attachments thereto, the "*Lease*"), between Cogent Bank, or such other related entity as identified by Cogent Bank and accepted by the Director of Finance subject to the provisions of this Ordinance, as lessor ("*Lessor*"), and the City, as lessee, a copy of which Lease has been presented to this Council; and

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

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

Section 1. The City Manager and Director of Finance are hereby authorized to sign and deliver, in the name of and on behalf of the City, a Lease in substantially the form on file with the Clerk of Council, provided that the aggregate principal components of the rental payments due under the Lease shall not exceed \$265,000.00, the interest component of those rental payments shall accrue at an annual rate not in excess of 4.34%, and the final renewal term of the Lease shall end not later than six (6) years from the commencement date of the Lease and the Lease shall be subject to prepayment as set forth in the Lease. The Lease is approved with such changes that are not inconsistent with this Ordinance and not substantially adverse to the City that are permitted by law and approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Lease by the City Manager and the Director of Finance. The City Manager, the Director of Finance, the Mayor, the City Attorney, the Clerk of Council, and other City officials, as appropriate, are each further authorized to sign any certifications, commitments, financing statements, assignments, escrow agreements, and other documents and instruments and to take such other actions as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Lease.

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

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

The Director of Finance, as the fiscal officer, or the City Manager is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the

City with respect to the Lease as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of Interest from gross income and the intended tax status of the Lease, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease. Either of those officers is specifically authorized to designate or otherwise determine the obligations of the City under the Lease to be “qualified tax-exempt obligations” for purposes of Section 265 of the Code if such designation or determination is applicable and desirable, and to make any related necessary representations and covenants.

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

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

Section 6. 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 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the City may enter into the Lease and related documents in order to acquire the equipment and to obtain the financing thereof at the best cost to the City, which equipment is urgently needed for the safe and efficient operation of the Fire Division of the City; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

Passed by Council on the ____ day of _____ 2023;
 _____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

 Clerk of Council

 Mayor

 Date

 Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2023-O-_____ passed by the City Council of the City of Huber Heights, on _____, 2023.

Clerk of Council

AI-9222

Topics of Discussion J.

Council Work Session

Meeting Date: 05/16/2023

Capital Lease - Street Sweeper - Public Works Division

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/16/2023

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

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

Agenda Item Description or Legislation Title

Capital Lease - Street Sweeper - Public Works Division

Purpose and Background

The Public Works Division has been notified that the new street sweeper ordered last year will be ready for delivery in the next 2-3 weeks. City Staff recommend that the City enter into a capital lease for the purchase of the street sweeper. Six timely proposals were received by the Finance Department and are included as an attachment. City Staff recommends the lowest and best proposal for a 7-year lease with an interest rate of 4.34% and semi-annual payments of \$28,191.69 from Cogent Leasing & Financing, Inc. be approved. The draft documents for the Master Lease Purchase Agreement, including the Term Sheet and Fiscal Officer Certificate are being prepared and will be ready prior to Council consideration for the May 22, 2023 City Council Meeting. All of the documents have been thoroughly reviewed by an attorney at Squire Patton Boggs as bond counsel for the City. Due to delivery in the next 2-3 weeks, and financing that is only guaranteed until June 5, 2023, City Staff requests that the second reading of this legislation be waived on May 22, 2023, with an emergency clause, so the legislation can be effective immediately.

Fiscal Impact

Source of Funds: Storm Water Management Fund

Cost: \$28,191.69

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

The semi-annual lease payments will begin in December 2023, and a full year of lease payments will be included in the proposed 2024 Budget.

Attachments

Lease Proposals
Ordinance

2023 Street Sweeper Lease Options - May 2023

<u>Bank/Finance Company</u>	<u>Annual Payments</u> <u>7 Years</u>
Cogent Bank	\$56,383.38
Fifth Third Bank	\$60,867.12
Huntington Bank Leasing	\$57,082.92
JP Morgan Chase Bank	\$0.00
US Bank Gov't Leasing & Finance	\$57,211.78
Republic First National Corp.	\$57,384.36
Tax Exempt Leasing Corp.	\$57,321.58

Annual Financing for 2023 Street Sweeper will be out of the Storm Water Fund

12/1/2023	1st semi-annual payment
6/1/2030	Final semi-annual payment

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2023-O-

AUTHORIZING THE EXECUTION OF A MASTER LEASE-PURCHASE AGREEMENT AND RELATED PAYMENT SCHEDULE FOR THE PURPOSE OF ACQUIRING A STREET SWEEPER FOR USE BY THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined that it is in the best interest of the City to acquire a new street sweeper (the "*Equipment*") pursuant to a master lease-purchase agreement and related payment schedule (together with any and all addenda, exhibits and attachments thereto, the "*Lease*"), between Cogent Bank, or such other related entity as identified by Cogent Bank and accepted by the Director of Finance subject to the provisions of this Ordinance, as lessor ("*Lessor*"), and the City, as lessee, a copy of which Lease has been presented to this Council; and

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

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

Section 1. The City Manager and Director of Finance are hereby authorized to sign and deliver, in the name of and on behalf of the City, a Lease in substantially the form on file with the Clerk of Council, provided that the aggregate principal components of the rental payments due under the Lease shall not exceed \$340,000.00, the interest component of those rental payments shall accrue at an annual rate not in excess of 4.34% and the final renewal term of the Lease shall end not later than 8 years from the commencement date of the Lease and the Lease shall be subject to prepayment as set forth in the Lease. The Lease is approved with such changes that are not inconsistent with this Ordinance and not substantially adverse to the City that are permitted by law and approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Lease by the City Manager and the Director of Finance. The City Manager, the Director of Finance, the Mayor, the City Attorney, the Clerk of Council, and other City officials, as appropriate, are each further authorized to sign any certifications, commitments, financing statements, assignments, escrow agreements, and other documents and instruments and to take such other actions as are desirable, advisable, necessary or appropriate to consummate the transactions contemplated by this Ordinance and the Lease.

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

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

The Director of Finance, as the fiscal officer, or the City Manager is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Lease as the City is permitted or required to make or give under the federal

income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Lease or Interest or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of Interest from gross income and the intended tax status of the Lease, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Lease, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the Interest and the tax status of the Lease. Either of those officers is specifically authorized to designate or otherwise determine the obligations of the City under the Lease to be “qualified tax-exempt obligations” for purposes of Section 265 of the Code if such designation or determination is applicable and desirable, and to make any related necessary representations and covenants.

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

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

Section 6. 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 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and for the further reason that the City may enter into the Lease and related documents in order to acquire the equipment and to obtain the financing thereof at the best cost to the City, which equipment is urgently needed for the safe and efficient operation of the Public Works Division of the City; therefore, this Ordinance shall take full force and effect immediately upon its passage by Council.

Passed by Council on the ____ day of _____ 2023;
____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2023-O-_____ passed by the City Council of the City of Huber Heights, on _____, 2023.

Clerk of Council

AI-9228

Topics of Discussion **K.**

Council Work Session

Meeting Date: 05/16/2023

Supplemental Appropriations

Submitted By: Jim Bell

Department: Finance

Division: Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/16/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Supplemental Appropriations

Purpose and Background

The supplemental appropriations in this Ordinance are for the following purposes:

- \$80,000 for Merily Way traffic study.
- \$23,940 for temporary staffing services for the Accounting Division of the Finance Department, matched with a reduction in budgeted salary expenses for unfilled positions.
- \$41,180 for temporary staffing services for the Tax Division of the Finance Department, matched with a reduction in budgeted salary expenses for unfilled positions.
- \$5,000 for additional professional services to be provided by Lennon & Company, CPA.

Fiscal Impact

Source of Funds: General Fund

Cost: \$85,000

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. 2023-O-

AMENDING ORDINANCE NO. 2022-O-2562 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2023 operating and project funding.

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

Section 1. Ordinance No. 2022-O-2562 is hereby amended as shown in Exhibit A of this Ordinance.

Section 2. 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 3. 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

AMENDING ORDINANCE NO. 2022-O-2562 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.

- 1) Section 1 of Ordinance No. 2022-O-2562 is hereby amended to reflect changes in the appropriations of the 101 General Fund, as follows:
 - a. Subsection g) Central Services, Operations and Capital increase of \$80,000.00
 - b. Subsection k) Accounting, Personnel decrease of \$23,940.00
 - b. Subsection k) Accounting, Operations and Capital increase of \$28,940.00
 - b. Subsection l) Taxation, Personnel decrease of \$41,180.00
 - b. Subsection l) Taxation, Operations and Capital increase of \$41,180.00

General Fund	\$85,000.00
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AI-9227

Topics of Discussion L.

Council Work Session

Meeting Date: 05/16/2023

Increase Not To Exceed Amount - Lennon & Company, CPA

Submitted By: Jim Bell

Department: Finance

Division: Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/16/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Increase Not To Exceed Amount - Lennon & Company, CPA

Purpose and Background

City Staff request the not to exceed spending limit of \$25,000 be increased to \$30,000 for additional professional services provided by Lennon & Company, CPA in preparation of the Annual Comprehensive Financial Report.

Fiscal Impact

Source of Funds: General Fund

Cost: \$5,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR LENNON & COMPANY, CPA FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE FINANCE DEPARTMENT IN CALENDAR YEAR 2023.

WHEREAS, Lennon & Company, CPA has previously performed other professional services for the City of Huber Heights, including the preparation of the Annual Comprehensive Financial Report and the City desires the ability to use Lennon & Company, CPA to perform additional professional services; and

WHEREAS, the City Charter requires that City Council approve all work performed by a single vendor in excess of \$25,000.00 in any given year; and

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

Section 1. The City Manager is hereby authorized to increase the not to exceed amount for Lennon & Company, CPA by \$5,000.00 for a new total of \$30,000.00 to cover all additional expenses throughout Calendar Year 2023 as needed.

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 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 _____, 2023;
____ Yeas; ____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9225

Topics of Discussion M.

Council Work Session

Meeting Date: 05/16/2023

Waiver Of Conflict Of Interest - Simms Development

Submitted By: Bryan Chodkowski

Department: Legal

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/02/2023 and 05/16/2023

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

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

Agenda Item Description or Legislation Title

Waiver Of Conflict Of Interest - Simms Development

Purpose and Background

The City of Huber Heights desires to ensure that its citizens are provided with a variety of appropriate and desirable housing options and Charles Simms Development intends to construct and sell owner-occupied housing units on previously undeveloped land immediately north of the Fairways condominium project on Brandt Pike. This project site is located within Community Reinvestment Area #7 which provides an opportunity for the City and Simms Development to negotiate an economic development agreement. However, both the City and Simms Development employ the firm of Pickrel, Schaeffer & Ebeling for general legal counsel which presents a potential conflict. As both parties have agreed to general terms on incentives, the City and Simms Development must formally agree to waive any potential conflict between the parties;

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. 2023-R-

AUTHORIZING THE CITY MANAGER TO EXECUTE A WAIVER OF POTENTIAL CONFLICT/CRA AGREEMENT BETWEEN THE CITY OF HUBER HEIGHTS AND CHARLES V. SIMMS DEVELOPMENT CORPORATION AND SIMMS THE GABLES OF HH, LTD. FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS THE GABLES.

WHEREAS, the City of Huber Heights (the “City”) desires to ensure that its citizens are provided with a variety of appropriate and desirable housing options; and

WHEREAS, Charles Simms Development (“Simms”) intends to construct and sell owner-occupied housing units (the “Project”) in an effort to further the desires of the City; and

WHEREAS, the Project is located within Community Reinvestment Area #7 which provides an opportunity for the City and Simms to enter into an economic development agreement; and

WHEREAS, both the City and Simms employ the firm of Pickrel, Schaeffer & Ebeling for general legal counsel which presents a potential conflict; and

WHEREAS in the interest of their mutual benefits, the City and Simms agree to waive any potential conflict as it specifically relates to drafting an economic development agreement between the parties.

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

Section 1. The City Manager is hereby authorized and directed to sign a Waiver Of Potential Conflict/CRA Agreement between the City of Huber Heights and Charles V. Simms Development Corporation and Simms The Gables of HH, Ltd., for the residential development known as The Gables, attached hereto as Exhibit A as if incorporated herein.

Section 2. 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 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

PICKREL, SCHAEFFER AND EBELING

A LEGAL PROFESSIONAL ASSOCIATION

2700 STRATACACHE TOWER
40 NORTH MAIN STREET
DAYTON, OHIO 45423-2700
937/223-1130

FACSIMILE 937/223-0339

WWW.PSELAW.COM

TROY OFFICE

305 PUBLIC SQUARE, SOUTHEAST
SECOND FLOOR, SUITE 1, OFFICE C
TROY, OH 45373

dmontgomery@pselaw.com

May 5, 2023

City of Huber Heights
Attn: Bryan Chodkowski, City Manager
6131 Taylorsville Road
Huber Heights, OH 45424

Charles V. Simms Development Corporation
Simms The Gables of HH, Ltd.
Attn: Charles H. Simms, President
2785 Orchard Run Road
Dayton, OH 45449

Re: Waiver of Potential Conflict / CRA Agreement (“Agreement”) between the City of Huber Heights and Charles V. Simms Development Corporation and Simms The Gables of HH, Ltd., for the Residential Development Known as The Gables

Dear Bryan and Charlie:

The purpose of this correspondence is to inform all parties of a potential conflict of interest which may exist in regard to the above referenced matter. Our office currently represents and has in the past represented the City of Huber Heights (“City”) on various legal matters, thereby making the City a client of Pickrel, Schaeffer & Ebeling (“Firm”). That being said, our Firm also currently represents and has in the past represented Charles V. Simms Development Corporation and Simms the Gables of HH, Ltd. (collectively “Simms”) on various legal matters, including the residential development known as The Gables in the City, thereby making Simms a client of the Firm.

In regard to the above transaction, the parties have negotiated the terms of the Agreement and the Firm will draft the Agreement pursuant to those terms. This waiver does not apply to any dispute, known or unknown, between the City and Simms that is related to the Agreement, the development, or otherwise.

Our Firm is ethically bound to disclose this potential conflict to the parties regarding the referenced matter. Ethically we would be required to withdraw from both sides of this matter, however in the event the parties hereto wish for our Firm to represent

Trust In Us. For Life.®

L. MICHAEL BLY
JOHN E. CLOUGH²
KRISTINA E. CURRY
JAMES W. KELLEHER
GERALD L. MCDONALD¹
MARCELLA T. MCHENRY
DAVID H. MONTGOMERY
JON M. ROSEMEYER
KAYLEE R. PRICE
MICHAEL W. SANDNER
ALAN B. SCHAEFFER
BROOKE A. SCHLEBEN
JEFFREY S. SENNEY
MATTHEW D. STOKELY³
KATRINA L. WAHL

OF COUNSEL
JAMES I. WEPRIN

¹ Also licensed in FL and MI

² Also licensed in NY

³ Also admitted in NY and CT

City of Huber Heights / Charles V. Simms Development Corporation

Re: Waiver of Potential Conflict / CRA Agreement ("Agreement") between the City of Huber Heights and Charles V. Simms Development Corporation for the Residential Development Known as The Gables

May 5, 2023

Page 2

both parties despite this potential conflict, it will be necessary for both parties to waive any conflict by signing this letter where indicated.

In the event all parties involved acknowledge the receipt of this letter, and the disclosures contained herein, and are comfortable with the representation of their respective interests as outlined herein, I would ask that each party please sign this letter where indicated. The executed signature pages may be delivered in counterparts by facsimile or by email, and such facsimile or email version shall each be deemed to constitute a valid and binding original upon receipt. In doing so, each party will be waiving any claim for a conflict of interest in relation to those representations which are disclosed herein.

Please do not hesitate to contact our office should either party, after review of this correspondence, have any questions or comments regarding the matter addressed.

Sincerely yours,

PICKREL SCHAEFFER & EBELING CO., LPA

David H. Montgomery

DHM/lap

ACCEPTANCE

The undersigned party hereby acknowledges he has read, and understands, agrees, and accepts the terms, conditions, and content of this correspondence as of the date below written.

City of Huber Heights

By _____ Date: _____, 2023
Bryan Chodkowski
City Manager

ACCEPTANCE

The undersigned party hereby acknowledges he has read, and understands, agrees, and accepts the terms, conditions, and content of this correspondence as of the date below written.

Charles V. Simms Development Corporation

By _____ Date: _____, 2023
Charles H. Simms

City of Huber Heights / Charles V. Simms Development Corporation

Re: Waiver of Potential Conflict / CRA Agreement (“Agreement”) between the City of Huber Heights and Charles V. Simms Development Corporation for the Residential Development Known as The Gables

May 5, 2023

Page 3

President

AI-9226

Topics of Discussion N.

Council Work Session

Meeting Date: 05/16/2023

CRA Agreement - Simms Development - The Gables

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/02/2023 and 05/16/2023

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

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

Agenda Item Description or Legislation Title

CRA Agreement - Simms Development - The Gables

Purpose and Background

The City of Huber Heights created Community Reinvestment Area #7 ("CRA #7") for the purpose of encouraging economic development activity. Parcel Numbers P70 03910 0057; P70 0320 0010, 0011, 0012; P70 0320 0018, 0019 and 0020 (the "Property") are located within CRA #7 and vacant. Charles Simms Development intends to construct 74 owner-occupied condominium homes with an initial estimated investment of \$27,750,000.00. Absent any economic development agreement, the City is estimated to earn approximately \$1,138,854.27 in property tax from this project over the next 30 years. Charles Simms Development seeks to enter into an economic development agreement with the City that is estimated to generate approximately \$5,630,285.13 in net revenues to the City. This legislation authorizes the City Manager to execute said economic development agreement.

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

Attachment A

Exhibit A

Exhibit B

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH CHARLES SIMMS DEVELOPMENT UNDER CERTAIN TERMS AND CONDITIONS.

WHEREAS, the City of Huber Heights (the “City”) created Community Reinvestment Area #7 (“CRA #7”) by Resolution No. 94-R-1453 on June 20, 1994 for the purpose of encouraging economic development activity; and

WHEREAS, Parcel Numbers P70 03910 0057; P70 0320 0010, 0011, 0012; P70 0320 0018, 0019 and 0020 (the “Property”) are located within CRA #7; and

WHEREAS, Charles Simms Development intends to construct 74 owner-occupied condominium homes (the “Project”) on the Property; and

WHEREAS, the Project will require an initial investment of \$27,750,000.00; and

WHEREAS, Charles Simms Development seeks to enter into an agreement with the City to ensure the economic development incentives available in CRA #7 as negotiated with the City are provided in support of the Project.

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

Section 1. The City Manager is hereby authorized and directed to execute an agreement with Charles Simms Development, attached hereto as Attachment A, to provide tax incentives for the purposes noted above and detailed therein; approved as to final form and content by 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

ATTACHMENT A

PRE-JULY 1994 COMMUNITY REINVESTMENT AREA AND DEVELOPMENT AGREEMENT

This Community Reinvestment Area and Development Agreement (the “Agreement”) made and entered into as of the ____ day of ____ 2023, by and between the CITY OF HUBER HEIGHTS, OHIO, an Ohio political subdivision, with its main offices located at 6131 Taylorsville Road, Huber Heights, Ohio (the “City”); and SIMMS THE GABLES OF HH, LTD., an Ohio limited liability company, with its main offices located at 2785 Orchard Run Road, Dayton, Ohio 45449 (the “Property Owner”).

WHEREAS, the City has encouraged the development of real property located in the area designated as a Community Reinvestment Area; and

WHEREAS, on September 14, 1992, the City Council of Huber Heights, Ohio by Resolution No. 94-R-1453, designated the area known as “Community Reinvestment Area #7” or the “Area” pursuant Chapter 3735 of the Ohio Revised Code and the Charter of Huber Heights, as subsequently amended; and

WHEREAS, Community Reinvestment Area #7 has been modified or amended by the City Council of Huber Heights on September 27, 2010 via Resolution No. 2010-R-5333; June 8, 2015 via Resolution No. 2015-R-6195; September 14, 2021 via Resolution No. 2021-R-7036; and December 15, 2022 via Resolution No. 2022-R-7211; and *[Resolution # and dates will change if not CRA #7]* (the “CRA Resolution”)

WHEREAS, the Property Owner intends to develop certain unimproved real property and constructed certain improvements within the boundaries of the Community Reinvestment Area #7 in the City, provided that the appropriate development incentives are available to support the economic viability of the Project (defined below); and

WHEREAS, the City, having the appropriate authority pursuant to the Ohio Constitution, Charter of the City of Huber Heights and laws of the State of Ohio, desires to provide the Property Owner with incentives available for the development of the Project in said Community Reinvestment Area #7; and

NOW, Therefore, in consideration of the mutual covenants contained in this agreement, and of the benefit to be derived by the parties from the execution of it, the parties herein agree as follow:

1. The Property Owner shall, at an unimproved location on Brandt Pike, Huber Heights, Ohio, consisting of Parcel Numbers P70 03910 0057; P70 0320 0010, 0011, 0012; P70 0320 0018, 0019 and 0020 (the “Project Site”), as more specifically described in Exhibit A attached hereto and incorporated herein, and located within Community Reinvestment Area Number 7 construct seventy- four (74) single family residential dwellings, other improvements and amenities, comprising the planned community known as The Gables of Huber Heights (the “Project”). The Project involves a total investment by the Property Owner of approximately \$27,750,000.00, at the Project Site.

2. The Property Owner shall provide to the City’s housing officer, and the

designated tax incentive review council any information reasonably required by the City's housing officer or, the designated tax incentive review council to evaluate the Property Owner's compliance with this Agreement. Property Owner agrees to file with the City, no later than ninety (90) days following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the City of a certificate of occupancy for each residential or other structure within the Project, a real property CRA tax exemption application, which shall include at least the following information, to the extent applicable:

(i) Confirmation that construction of one or more structures of the Project has been completed and a certificate of occupancy has been issued therefor, and

(ii) Confirmation that the Project has been constructed, or is on track to include at least approximately the number of units described in this Agreement,

3. Upon conclusion of the Project, including any phased portions thereof, the City shall grant the Property Owner a Community Reinvest Area tax exemption for real property improvements made to the Project Site pursuant to applicable law, including Ohio Revised Code 3735.65 through 3735.70 (including the pre-Senate Bill 19 (1994) version thereof, as applicable); and shall be in the following amounts: One Hundred Percent (100%) for fifteen (15) consecutive years (the "CRA Exemption") for each structure constructed as part of the Project. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. The parties agree: (a) the CRA Exemption shall commence for each particular portion of the Project (including for example fewer than all the buildings that comprise the Project, if the Project is constructed in multiple phases) with the first tax year for that portion based on the submittal by the Property Owner of a CRA exemption application to the City provided that the CRA Exemption for any particular portion of the Project shall commence no later than the first tax year after that portion is completed; (b) the City shall provide written notification to the Montgomery County Auditors to the tax year in which the CRA Exemption shall commence as to each portion of the Project; (c) the parties shall cooperate and work in good faith to maximize the maximize for the Property Owner the benefits of the CRA Exemption. Property Owner must file the appropriate applications with the City, if any, and tax forms with the Montgomery County Auditor to effect and maintain the exemptions covered in this Agreement. The City shall timely submit any status report or other reporting to Montgomery County or the State of Ohio (including the Ohio Development Services Agency) as required by applicable law, rule or regulation.

4. Provided it receives the benefit of the CRA Exemption for the Project in accordance with the term of this Agreement, Property Owner agrees to annual minimum service payments ("MSP Payment(s)" or "MSPs") of Three Million Five Hundred Fifteen Thousand Dollars and xx/00 (\$3,515,000.00) in the aggregate, which upon full completion of construction of the Project shall result in an annual MSP Payment for each residential dwelling of Nine Thousand Five Hundred Dollars and xx/100 (\$9,500.00). The MSP payments will commence the calendar year immediately following the first calendar year in which any type of certificate of occupancy is issued for the first structure that is a portion of the Project, provided that the structure is exempted from real property taxation for that tax year pursuant to the CRA Resolution and in accordance with this Agreement (the "MSP First Year Payment"). Such MSPs shall continue in accordance with the provisions of this Agreement until the 14th year after the MSP First Payment Year (the "MSP Last Year

Payment”). The MSP Payments shall be as follows:

Years 11-15:	\$703,000.00 annually; and being
:	\$9,500.00 annually / dwelling unit based on Project buildout

For each applicable year, the MSP Payment will be due on or before the later of (i) thirty (30) days after the receipt of an invoice from the City therefor, or (ii) February 15th.

5. This Agreement is not transferable or assignable without the express written approval of the parties. This Agreement shall be binding upon each party’s respective successors and permitted assigns.

6. The Property Owner shall pay such real estate taxes as are not exempted under this Agreement, and are charged against such property, and shall file all tax reports and returns as required by law. If Property Owner fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded, beginning with the year for which such taxes are charged or such reports returns are required to be filed, and thereafter.

7. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the Community Reinvestment Area designation expires or the Director of the Ohio Department of Development revokes certification of the Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement; provided however, if Property Owner materially fails to fulfill its obligation under this Agreement the City may terminate or modify the exemptions from taxation granted under this Agreement.

9. If the Property Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may unilaterally terminate or modify the exemptions from taxation granted under this Agreement; and may require that the Property Owner pay to the City the amount of taxes that were exempted under this Agreement, (i.e. the taxes that would have been payable had the property not been exempted from taxation under this Agreement). The City is authorized to secure the repayment of such taxes by a lien on the Project Site in an amount required to be repaid; and such lien shall attach and may be perfected, collected, and enforced, in the same manner as a mortgage lien on the real property; and shall otherwise have the same force and effect as a mortgage lien on the real property. The City is authorized to record the necessary documentation to perfect its lien rights set forth herein including but not limited to this Agreement and the Declaration of Minimum Service Payments (the “Declaration”), attached hereto as Exhibit B and incorporated herein. Any lien created by this Agreement, and/or pursuant to the Declaration of shall run with the land.

10. The Property Owner covenants that at the time of executing this Agreement it does not owe: (1) any delinquent taxes to the State of Ohio or political subdivision of the State; or (2) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

11. The Property Owner and the City acknowledge that this Agreement must be approved by formal action of the City Council of Huber Heights, Ohio, as a condition for the Agreement to take effect.

12. By executing this Agreement, the Property Owner is committing to following non-discriminatory hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, gender, disability, color, national origin, or ancestry.

13. The Property Owner agrees to construct the Project in accordance with the requirements of Huber Heights Codified Ordinances, and approvals for the Project.

14. The failure by any party to exercise any of its rights hereunder or to enforce any of the terms or conditions of this Agreement on any occasion shall not constitute or be deemed a waiver of that party's rights thereafter to exercise any rights hereunder or to enforce each and every term and condition of this Agreement. This Agreement may not be modified except by a writing specifically referring to this Agreement and executed by duly authorized representatives of both parties. The parties have had the opportunity to have this Agreement reviewed by legal counsel of their choosing. This Agreement was the product of negotiations between the parties and the parties agree that no provision or provisions herein shall be construed against any one party by virtue of the authorship of such provision.

15. The Parties agree to execute and deliver such additional documents and to perform such additional acts as may become reasonably necessary to effectuate the transfers contemplated by this Agreement.

16. A determination that any portion of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this Agreement as a whole. In the event that any part of any of the covenants, Sections, or provisions herein may be determined by a court of law or equity to be invalid or unenforceable, the parties shall attempt to reach agreement with respect to valid and enforceable substitutes for deleted provision(s), which shall be as close in intent and effect as possible to the deleted portions.

17. The Property Owner hereby consents to the Huber Heights Tax Division providing to, the Huber Heights City Manager, or his designee, and City housing officer, any and all tax information if necessary to evaluate Property Owner's compliance with this Agreement and such disclosure shall not be a violation of any federal state or local confidentiality laws or requirements associated with tax and payroll returns. To the fullest extent permitted by law, the City Manager or his designee, or City housing officer will treat any such information as confidential.

18. The City hereby acknowledges that, from time to time during the development of the Project, the Property Owner and/or the developer (if different) will obtain financing in connection with the Project which will be secured in whole or in part by assignments, pledges or mortgages of the its interests in the Project Site (each a “Owner Mortgage”). In connection therewith, the City agrees to and shall cooperate with the Property Owner and developer to provide to the holder of any such Owner Mortgage (each a “Owner Mortgagee”) such reasonable factual representations and mortgagee cure rights regarding this Agreement and/or the Property Owner’s rights hereunder as such Owner Mortgagee may request from time to time. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner.

19. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties. All prior agreements between the parties relative to the subject matter of this Agreement are expressly terminated.

20. The parties acknowledge and agree that the facts and circumstances as described in the recitals hereto and the information contained in the Exhibits hereto are an integral part of this Agreement and as such are incorporated herein by reference.

21. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any provision, covenant, obligation or agreement contained herein is subject to more than one interpretation, a valid and enforceable interpretation is to be used to make this Agreement effective. That invalidity or unenforceability will not affect any valid and enforceable application, and each provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have execute this Agreement, respectively, as
fo the date below written

CITY

PROPERTY OWNER

THE CITY OF HUBER HEIGHTS

SIMMS THE GABLES OF HH, LTD.

By: Charles V. Simms Development Corp.

Bryan RH Chodkowski,
Interim City Manager

Charles H. Simms, President

Date: _____

Date: _____

Approved as to Form and Correctness:

By: _____

Printed: _____

Title: _____

STATE OF OHIO)
) ss.
COUNTY OF MONTGOMERY)

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Bryan RH Chodkowski, Interim City Manager of Huber Heights, Ohio, on behalf of the City of Huber Heights, Ohio.

Printed Name: _____
Notary

STATE OF OHIO)
) ss.
COUNTY OF MONTGOMERY)

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Charles H. Simms, President of Charles V. Simms Development Corp., member of Simms The Gables of HH, Ltd., an Ohio limited liability company, on behalf of the company.

Printed Name: _____
Notary

EXHIBIT "A"

Situate in the State of Ohio, County of Montgomery, and in the City of Huber Heights, and located in Section 18, Town 2, Range 8 MRS, and being the followings lands:

Tract I:

Being all of Lot Numbered FIVE (5) of The Reserve on the Fairways as recorded in Plat Book 187, Pages 13-13A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-03910-0057

Tract II:

Being all of Lot Number FIFTEEN (15) of The Reserve at the Fairways, Section One-A, as recorded in Plat Book 202, Pages 1-1A of the Plat Records of Montgomery County, Ohio.

Parcel ID No.: P70-00320-0019

Tract III:

Being all of Lot Number SIXTEEN (16) of The Reserve at the Fairways, Section One-A, as recorded in Plat Book 202, Pages 1-1A of the Plat Records of Montgomery County, Ohio.

Parcel ID No.: P70-00320-0020

Tract IV:

Being all of Lot Numbered TWELVE (12) of The Reserve at the Fairways, Section One as recorded in Plat Book 195, Pages 21-21A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-0320-0012

Tract V:

Being all of Lot Number FOURTEEN (14) of The Reserve at the Fairways, Section One-A, as recorded in Plat Book 202, Pages 1-1A of the Plat Records of Montgomery County, Ohio.

Parcel ID No.: P70-00320-0018

Tract VI:

Being all of Lot Numbered TEN (10) of The Reserve at the Fairways, Section One as recorded in Plat Book 195, Pages 21-21A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-0320-0010

Tract VII:

Being all of Lot Numbered ELVEN (11) of The Reserve at the Fairways, Section One as recorded in Plat Book 195, Pages 21-21A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-0320-0011

EXCEPTING THEREFROM THE ABOVE REFERENCED TRACTS, the following:

Those portions of the Lots above which have been re-platted in The Reserve at the Fairways, Section One, in Plat Book 195, Pages 21-21A; The Reserve at the Fairways, Section One-A, in Plat Book 202, Pages 1-1A; The Reserve at the Fairways Condominium-Phase One, in Plat Book 199, Pages 6-6D; The Reserve at the Fairways Condominium-Phase Two, in Plat Book 200, Pages 13-13F; The Reserve at the Fairways Condominium-Phase Three, in Plat Book 200, Pages 14-14E; The Reserve at the Fairways Condominium-Phase 4, in Plat Book 204, Pages 1-1E; The Reserve at the Fairways Condominium-Phase Five, in Plat Book 205, Pages 36-36C; and The Reserve at the Fairways Condominium-Phase Six, in Plat Book 207, Pages 33-33C, all of the Montgomery County, Ohio records.

EXHIBIT B

DECLARATION OF MINIMUM SERVICE PAYMENTS

This Declaration of Minimum Service Payments ("Declaration") is made by SIMMS THE GABLES OF HH, LTD, an Ohio limited liability company having its address at 2785 Orchard Run Road, Dayton, Ohio 45449 (the "Declarant").

WHEREAS, the Declarant has acquired certain parcels of real property located in the City of Huber Heights, Ohio (the "City"), a description of which real property is attached hereto as Exhibit A (the "Parcel" or "Parcels"), having acquired such fee simple title by instrument No. 2022-00059936 recorded in the Official Records of the Office of the Recorder of Montgomery County, Ohio (the "County Recorder"); and

WHEREAS, the Declarant intends to develop the Parcels and in furtherance thereof the Declarant and the City entered into The Gables Development Agreement as of _____, 2023 (the "Agreement"), a copy of which may be obtained from the office of the City Manager of the City at 6131 Taylorsville Road, Huber Heights, Ohio 45424; and

WHEREAS, the Agreement creates an obligation that the owners of the Parcel make certain minimum service payments with respect to the Parcel (the "Minimum Service Payments");

WHEREAS, this Declaration is being made and filed of record pursuant to Section ____ of the Agreement.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns to or of any of the Parcels (collectively, the "Owners" and individually, each an "Owner"), hereby declares that the forgoing recitals are incorporated into this Declaration by this reference and that the Parcels and any improvements thereon will be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the terms and provisions of this Declaration:

Section 1. Development of the Parcels. The Parcels shall be developed in the manner described in the Agreement.

Section 2. Provision of Real Property Tax Exemptions Pursuant to CRA #7 Resolution. The City shall not be required to provide any real property tax exemption with respect to the Parcels under CRA # 7 Resolution except as provided in the Agreement.

Section 3. Minimum Service Payments. The Declarant/Owner(s) agree to a minimum service payment obligation (the “Minimum Service Payment Obligation”) for each Parcel owned by Declarant or such respective Owner, pursuant to and in accordance with the requirements of the Agreement.

Section 4. Nondiscriminatory Hiring Policy. The Declarant/Owner(s) agree to comply with the City’s policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in its operations. In furtherance of that policy, each agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 5. Covenants to Run With the Land. Each of the covenants contained in this Declaration are covenants running with the land and will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against each Parcel, as applicable, any improvements thereon and the Owner of the Parcel.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of _____, 2023.

SIMMS THE GABLES OF HH, LTD,
an Ohio limited liability company

By: Charles V. Simms Development Corp.,
an Ohio corporation

By: _____
Charles H. Simms, President

STATE OF OHIO) SS:
COUNTY OF MONTGOMERY)

This is an acknowledgement clause. No oath or affirmation was administered to the signer.
On this _____ day of _____, 2023, before me a Notary Public personally appeared Charles H. Simms, President of Charles V. Simms Development Corp, an Ohio corporation, the Member of Simms The Gables of HH, Ltd, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

AI-9230

Topics of Discussion 0.

Council Work Session

Meeting Date: 05/16/2023

Water Infrastructure Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 02/07/2023 and 02/21/2023 and 03/27/2023 and 04/04/2023 and 04/20/2023 and 05/02/2023 and 05/16/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Water Infrastructure Update

Purpose and Background

This agenda item has been requested by Councilmembers Glenn Otto, Anita Kitchen, and Ed Lyons for an update on City water infrastructure. The updated spreadsheet on the City's current water infrastructure projects has been provided (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

Spreadsheet

	<u>Mardi Gras Water Main Replacement</u>		<u>2022 Water Main Replacement Program</u>		<u>2023 Watermain Replacement Program</u>	
	Mardi Gras Drive		Cruxten Drive	Alter Road	Hubbard Drive	Tewkesbury Drive
	Charlesgate Drive		Hubbard Drive	Holbrook Drive	Chesham Drive	Hartwick Drive
	Parish Court		Helwig Drive	Hinckley Court	Sandbury Drive	Alter Road
					Longford Road	Storck Drive
Council Approved to Solicit Design for RFP	X		X		X	
Design Proposals Were Due	X		X		X	
Council Approved the Award Design Consultant	X		X		X	
Notice to Proceed with Design Consultant(s)	X		X		X	
Order Pipe (Poss. 8-9 mo Delay)	X		X		X	
Design Completion Date	X		X		X	
Work Session for Going Out to Construction Bid	X		X		X	
Council Approval to Go Out to Construction Bid	X		X		X	
Advertise for Construction Bidding	X		X		5/19/2023	
Construction Bids Due	X		X		6/9/2023	
Work Session to Award Construction	X		X		6/20/2023	
Council Approval to Award Construction	X		X		6/26/2023	
Notice to Proceed with Contractor(s)	X		X		7/17/2023	
Estimated Pipe Delivery	X		X		9/1/2023	
Begin Construction	X		X		9/1/2023	
Construction Complete	X		9/1/2023		4/1/2024	

X = Completed

AI-9233

Topics of Discussion P.

Council Work Session

Meeting Date: 05/16/2023

Heritage Commons Presentation

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/16/2023

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

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

Agenda Item Description or Legislation Title

Heritage Commons Presentation

Purpose and Background

City Staff will be making a presentation regarding the Heritage Commons Development along with an update of the surrounding properties including the Huber Heights Governance/Senior Center and the former CR Dayton property.

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-9231

Topics of Discussion Q.

Council Work Session

Meeting Date: 05/16/2023

Military And Veterans Commission Appointment - T. Underwood

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/16/2023

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

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

Agenda Item Description or Legislation Title

Board And Commission Appointments

* Military And Veterans Commission - Appointment

Purpose and Background

The City Council interview panel recommends the appointment of Thomas Underwood to the Military and Veterans Commission for a term ending December 31, 2024. A background check on Mr. Underwood has been processed through Human Resources.

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

Application - T. Underwood



6131 Taylorsville Road
Huber Heights, Ohio 45424
Phone: (937) 233-1423
Fax: (937) 233-1272
www.hhoh.org
An Equal Opportunity Employer

Application For City Boards and Commissions

RECEIVED ON:

APR 20 2023

CLERK OF COUNCIL

Qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, marital or veteran status, or disability.

**PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION
COMPLETELY AND ACCURATELY**

Board or Commission Applied For: Military and Veterans Commission	Date Applied: 20 April 2023
---	---------------------------------------

UNDERWOOD	THOMAS	LEWIS
Last Name	First Name	Middle Name
8924 EMERALDGATE DRIVE	HUBER HEIGHTS	OH
Address	City	State
CELL: 937-901-5269	None	TLUNDERDOG@MSN.COM
Home Phone Number	Daytime Phone Number	E-mail Address

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	EFFINGHAM COUNTY	DIPLOMA 1988
COLLEGE	COLORADO CHRISTIAN UNIVERSITY	ORG-MGMT/PRO-MGMT 2011
GRADUATE SCHOOL		
OTHER (Specify)		

COMMUNITY INVOLVEMENT

Please list all civic, community, or non-profit organizations to which you have belonged or currently do belong, and your dates of service.

Organization	Dates of Service
N/A	N/A

EMPLOYMENT HISTORY

Name of Employer	Position(s) Held	Dates of Employment
MacAulay Brown	Lead INTEL Analyst	Aug 2013 - Aug 2017
SRC Inc.	Supervisor, EW Analysis	Aug 2017 - PRES

REFERENCES

Larry Johnson	6637 Charlesgate Rd., Huber Hgts, OH 45424	937-825-3316
Name	Address	Telephone Number
Troy Eden	3230 US Route 36, Greenville 45331	937-321-1616
Name	Address	Telephone Number
Tim Brown	5076 Buttercup Drive, Tipp City, OH 45371	937-776-5856
Name	Address	Telephone Number

STATEMENT OF INTEREST

Please tell us why you are interested in serving on this board or commission

Having served 20-years in the Air Force, I got to witness first hand what it was like to have
camaraderie, loyalty, trust, and respect for one another. I MISS IT TERRIBLY!!! With the current
divide in our country, state, and local cities, what values are we (as a nation) sharing with the
younger generation. I want to be a part of an organization that can make a difference. And where
better to start, than none other than my local community. I am a big proponent of "Lead by
example". If I can aid my fellow committee members in honoring and advocating for the veteran's
in our community, while simultaneously showcasing the aforementioned values, we can possibly
start a trend that may be reciprocated by others in the community.

REQUIREMENTS AND APPLICANT STATEMENT

Are you at least 18 years of age? ☒ Yes ☐ No

Do you currently reside in the City of Huber Heights? ☒ Yes ☐ No

Have you resided in the City of Huber Heights for at least one year prior to making this application? ☒ Yes ☐ No

Are you a registered voter? ☒ Yes ☐ No

Are you willing to sign a release to allow the City of Huber Heights to perform a background screening and criminal records check? ☒ Yes ☐ No

I certify that all of the information furnished in this application and its addenda are true and complete to the best of my knowledge. I understand that the City of Huber Heights may investigate the information I have furnished and I realize that any omissions, misrepresentation or false information in this application and/or its addenda may lead to revocation of any volunteer appointment.

I hereby acknowledge that I, voluntarily and of my own free will, have applied for a volunteer position with the City of Huber Heights with the understanding that the City may use a variety of screening procedures to evaluate my qualifications and suitability for appointment. I have been advised that these screening procedures might include, but are not limited to, interviews, criminal record checks, driving records checks and reference checks. I also acknowledge that any such screening procedures, as reasonably required by the City of Huber Heights, are prerequisites to my appointment to a volunteer position with the City of Huber Heights.

In addition, I also hereby understand that the City of Huber Heights cannot guarantee the confidentiality of the results of, or information obtained through the aforementioned screening procedures. Decisions of the Ohio Supreme Court regarding the Ohio Public Records Act indicate that, with certain enumerated exceptions, records maintained by a governmental entity are a matter of public record and, should a proper request be made by a member of the public for such records, the governmental entity would be required to make such records available to that member of the public within a reasonable time. Additionally, all information furnished in this application is subject to disclosure under the Ohio Public Records Act.

Therefore, in consideration of my application being reviewed by the City of Huber Heights, under no legal disability, and on behalf of my heirs and assigns, hereby release and agree to hold harmless the City of Huber Heights and any of its agents, employees, or related officials from any and all liability, whatever the type and nature resulting from the administration of any such screening procedures and/or release of the results therefrom.

Thomas L Underwood

20 April 2023

Signature

Date